

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 22, 2023

**BYTE ACQUISITION CORP.**  
(Exact name of registrant as specified in its charter)

**Cayman Islands**  
(State or other jurisdiction  
of incorporation)

**001-40222**  
(Commission File Number)

**N/A**  
(IRS Employer  
Identification No.)

**445 Park Avenue, 9th Floor**  
**New York, NY 10022**  
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (917) 969-9250

Not Applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A ordinary share, \$0.0001 par value, and one-half of one redeemable warrant	BYTSU	The Nasdaq Stock Market LLC
Class A ordinary shares, par value \$0.0001 per share	BYTS	The Nasdaq Stock Market LLC
Redeemable warrants, each warrant exercisable for one Class A ordinary share, each at an exercise price of \$11.50 per share	BYTSW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed, on June 27, 2023, BYTE Acquisition Corp. ("BYTS"), a Cayman Islands exempted company, entered into a merger agreement, by and among BYTS, BYTE Merger Sub Inc., a Washington corporation and a direct, wholly owned subsidiary of BYTS ("Merger Sub"), and Airship AI Holdings, Inc., a Washington corporation ("Airship AI") (as it may be amended and/or restated from time to time, the "Merger Agreement"). In connection with the Business Combination, BYTS will be renamed "Airship AI Holdings, Inc." ("Airship Pubco"). The transactions contemplated by the Merger Agreement together with the other related agreements are referred to herein as the "Business Combination."

On September 22, 2023, BYTS, Airship AI, and Merger Sub entered into an amendment to the Merger Agreement (the "Amendment"). The Amendment amends the Merger Agreement to extend the last date for BYTS to consummate a Business Combination (the "Outside Closing Date") from December 26, 2023 to March 26, 2024, if BYTS' shareholders approve a proposal to amend BYTS' Amended and Restated Memorandum and Articles of Association to extend the period of time BYTS is afforded under its organizational documents to consummate an initial business combination. BYTS may also further amend the Outside Closing Date, if one or more extensions to a date following March 26, 2024, with Airship AI's approval, are obtained at the election of BYTS, with BYTS shareholder vote, and in accordance with BYTS' Amended and Restated Memorandum and Articles of Association.

No other changes were made to the Merger Agreement. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Amendment, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### ***Important Information About the Business Combination and Where to Find It***

The Business Combination will be submitted to shareholders of BYTS for their consideration. BYTS filed a registration statement on Form S-4 with the Securities and Exchange Commission (the “SEC”) on September 11, 2023, in connection with the Business Combination (the “Registration Statement”), which included a preliminary proxy statement/prospectus (a “Proxy Statement/Prospectus”). A definitive Proxy Statement/Prospectus will be mailed to BYTS’ shareholders as of a record date to be established for voting on the Business Combination. BYTS may also file other relevant documents regarding the Business Combination with the SEC. **BYTS’ shareholders and other interested persons are advised to read the preliminary Proxy Statement / Prospectus and any amendments thereto and, once available, the definitive Proxy Statement/Prospectus, in connection with BYTS’ solicitation of proxies for its extraordinary meeting of shareholders to be held to approve, among other things, the Business Combination, because these documents will contain important information about BYTS, Airship AI and the Business Combination.** Shareholders may also obtain a copy of the preliminary or definitive proxy statement, once available, as well as other documents filed with the SEC regarding the Business Combination and other documents filed with the SEC by BYTS, without charge, at the SEC’s website located at [www.sec.gov](http://www.sec.gov) or by directing a request to: BYTS’ Chief Executive Officer at 445 Park Avenue, 9th Floor, New York, NY 10022.

### ***Participants in the Solicitation***

BYTS and Airship AI and certain of their respective directors, executive officers and other members of management and employees may be considered participants in the solicitation of proxies with respect to the Business Combination under the rules of the SEC. Information about the directors and executive officers of BYTS and Airship AI and a description of their interests in BYTS, Airship AI and the Business Combination are set forth in the Registration Statement and the Proxy Statement/Prospectus, which documents can be obtained free of charge from the sources indicated above.

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### ***Forward-Looking Statements***

The disclosure herein includes certain statements that are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “should,” “would,” “plan,” “project,” “forecast,” “predict,” “potential,” “seem,” “seek,” “future,” “outlook,” and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward looking. These forward-looking statements include, but are not limited to, (1) statements regarding estimates and forecasts of other financial, performance and operational metrics and projections of market opportunity; (2) references with respect to the anticipated benefits of the proposed Business Combination and the projected future financial performance of Airship AI following the proposed Business Combination; (3) changes in the market for Airship AI’s services and technology, expansion plans and opportunities; (4) Airship AI’s unit economics; (5) the sources and uses of cash in connection with the proposed Business Combination; (6) the anticipated capitalization and enterprise value of Airship Pubco following the consummation of the proposed Business Combination; (7) the projected technological developments of Airship AI; (8) current and future potential commercial and customer relationships; (9) the ability to operate efficiently at scale; (10) anticipated investments in capital resources and research and development, and the effect of these investments; (11) the amount of redemption requests made by BYTS’ public shareholders; (12) the ability of Airship Pubco to issue equity or equity-linked securities in the future; (13) the failure to achieve the minimum cash at closing requirements; (14) the inability to obtain or maintain the listing of Airship Pubco’s common stock on Nasdaq following the proposed Business Combination, including but not limited to redemptions exceeding anticipated levels or the failure to meet Nasdaq’s initial listing standards in connection with the consummation of the proposed Business Combination; and (15) expectations related to the terms and timing of the proposed Business Combination. These statements are based on various assumptions, whether or not identified in this release, and on the current expectations of BYTS’ and Airship AI’s management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of BYTS and Airship AI. These forward-looking statements are subject to a number of risks and uncertainties, as set forth in the section entitled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” in the Registration Statement and the Proxy Statement/Prospectus, and in those other documents that BYTS has filed, or will file, with the SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. The risks and uncertainties above are not exhaustive, and there may be additional risks that neither BYTS nor Airship AI presently know or that BYTS and Airship AI currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward looking statements reflect BYTS’ and Airship AI’s expectations, plans or forecasts of future events and views as of the date of this Current Report on Form 8-K. BYTS and Airship AI anticipate that subsequent events and developments will cause BYTS’ and Airship AI’s assessments to change. However, while BYTS and Airship AI may elect to update these forward-looking statements at some point in the future, BYTS and Airship AI specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing BYTS’ and Airship AI’s assessments as of any date subsequent to the date of this release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

### ***No Offer or Solicitation***

This Current Report on Form 8-K shall not constitute an offer to sell, or a solicitation of an offer to buy, or a recommendation to purchase, any securities in any jurisdiction, or the solicitation of any vote, consent or approval in any jurisdiction in connection with the Business Combination, nor shall there be any sale, issuance or transfer of any securities in any jurisdiction where, or to any person to whom, such offer, solicitation or sale may be unlawful under the laws of such jurisdiction. This Current Report on Form 8-K does not constitute either advice or a recommendation regarding any securities. No offering of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act, or an exemption therefrom.

### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

#### **Exhibit Number Description**

2.1	<a href="#">First Amendment to Merger Agreement, dated as of September 22, 2023, by and among BYTE Acquisition Corp., BYTE Merger Sub, Inc. and Airship AI Holdings, Inc.</a>
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**BYTE ACQUISITION CORP.**

By: /s/ Sam Gloor

Name: Sam Gloor

Title: Chief Executive Officer and  
Chief Financial Officer

Date: September 26, 2023

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## FIRST AMENDMENT TO MERGER AGREEMENT

This First Amendment to Merger Agreement (this "Amendment") is made as of this 22<sup>nd</sup> day of September 2023, by and among Airship AI Holdings, Inc., a Washington corporation (the "Company"), BYTE Acquisition Corp., a Cayman Islands exempted company limited by shares (which shall de-register from the Register of Companies in the Cayman Islands by way of continuation out of the Cayman Islands and into the State of Delaware so as to migrate to and domesticate as a Delaware corporation prior to the Closing (as defined in the Agreement)) ("Parent"), and BYTE Merger Sub, Inc., a Washington corporation ("Merger Sub"). The Company, Parent and Merger Sub are sometimes referred to herein, individually as a "Party" and, collectively, as the "Parties". Capitalized terms used in this Amendment and not otherwise defined shall have the meaning given such terms in the Agreement (as defined below).

## WITNESSETH:

**WHEREAS**, the Parties entered into that certain Merger Agreement, dated June 27, 2023 (the "Agreement") that provides that, among other things, (i) Merger Sub will merge with and into the Company (the "Merger"), after which the Company will be the surviving corporation (the "Surviving Corporation") and a wholly-owned subsidiary of Parent, (ii) contemporaneous with the Merger, the Surviving Corporation will change its name to "Airship AI, Inc." and (iii) Parent will change its name to "Airship AI Holdings, Inc.";

**WHEREAS**, Section 10.1(a) of the Agreement provides, among other things, that, in the event that the Closing of the transactions contemplated therein has not occurred on or before the Outside Closing Date, the Company and Parent shall have the right to terminate the Agreement without liability to the other party, by giving written notice to the other at any time after the Outside Closing Date;

**WHEREAS**, the Parties wish to amend the Agreement to extend the Outside Closing Date; and

**WHEREAS**, Section 11.2(a) of the Agreement provides that the Agreement may be amended by a writing signed by each Party.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, being all of the parties to the Agreement, hereby agree as follows:

1. **Amendment to the Agreement.** Effective as of the date of this Amendment:

- a. Section 10.1(a)(i) of the Agreement is amended and restated in its entirety as provided below:

"(i) the Closing of the transactions contemplated hereunder has not occurred on or before the latest of (A) September 25, 2023, (B) if the Extension Proposal is approved, March 26, 2024 and (C) if one or more extensions to a date following March 26, 2024 with the Company's approval are obtained at the election of Parent, with Parent shareholder vote, in accordance with the Parent Articles, the last date for Parent to consummate a Business Combination pursuant to such extensions (the "Outside Closing Date");"

2. **No Other Amendments.** Except as specifically deemed amended as set forth herein, the Agreement shall remain in full force and effect in accordance with its terms. The amendments provided in this Amendment shall be applicable solely with respect to those matters expressly provided herein and no other amendments, waivers or consents may be construed or implied. This Amendment, together with all documents referenced herein, and the other Ancillary Agreements constitutes the entire agreement between the Parties, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

3. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

4. **Miscellaneous.** The provisions of Section 11.1 (Notices), Section 11.2 (Amendments; No Waivers; Remedies), Section 11.6 (No Assignment or Delegation), Section 11.7 (Governing Law), Section 11.10 (Severability), Section 11.13 (Waiver), Section 11.15 (Waiver of Jury Trial), Section 11.16 (Submission to Jurisdiction), Section 11.18 (Remedies) and Section 11.19 (Non-Recourse) of the Agreement shall apply to this Amendment mutatis mutandis.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

**Parent:**

BYTE ACQUISITION CORP.

By: /s/ Samuel Gloor

Name: Samuel Gloor

Title: Chief Executive Officer and Chief Financial Officer

**Merger Sub:**

BYTE MERGER SUB, INC.

By: /s/ Samuel Gloor

Name: Samuel Gloor

Title: Chief Executive Officer, President and Secretary

**Company:**

AIRSHIP AI HOLDINGS, INC.

By: /s/ Victor Huang

Name: Victor Huang

Title: Chief Executive Officer