

**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): December 5, 2023

ALTITUDE ACQUISITION CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39772
(Commission
File Number)

85-2533565
(IRS. Employer
Identification No.)

**400 Perimeter Center Terrace Suite 151
Atlanta, Georgia 30346**
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: 1 (800) 950-2950

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 share of Class A common stock, par value \$0.0001, and one-half of one redeemable warrant	ALTUU	The Nasdaq Stock Market LLC
Class A common stock, par value \$0.0001	ALTU	The Nasdaq Stock Market LLC
Redeemable warrants, each warrant exercisable for one share of Class A common stock, each at an exercise price of \$11.50 per share	ALTUW	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

On December 5, 2023, in connection with the special meeting (“Special Meeting”) of stockholders of Altitude Acquisition Corp. (the “Company”) to approve the Extension Amendment described in more detail in Item 5.07 below, the Company and Altitude Acquisition Holdco LLC, the Company’s sponsor (the “Sponsor”), entered into a non-redemption agreement (the “Non-Redemption Agreement”) with one of the Company’s existing stockholders (the “Non-Redeeming Stockholder”) holding an aggregate of 371,384 shares (the “Non-Redemption Shares”) of Class A common stock of the Company.

Pursuant to the Non-Redemption Agreement, the Non-Redeeming Stockholder agreed to (a) not redeem the Non-Redemption Shares at the Special Meeting and (b) vote all of the Non-Redemption Shares in favor of the proposals brought by the Company at the Special Meeting.

In exchange for these commitments from the Non-Redeeming Stockholder, the Sponsor agreed to forfeit at the closing of the Company’s initial business combination an aggregate of 3,713 shares of Class A common stock held by it for each month of the Extension (as defined below), up to a maximum of 11,139 shares (the “Forfeited Shares”), and the Company agreed to issue to the Non-Redeeming Stockholder a number of newly-issued shares equal to the Forfeited Shares, in each case provided that the Non-Redeeming Stockholder did not exercise its redemption rights with respect to the Non-Redemption Shares in connection with the Special Meeting and that the Extension Amendment was approved by the Company’s stockholders.

The Non-Redemption Agreement increased the amount of funds that remain in the Company’s trust account following the Special Meeting, relative to the amount of funds remaining in the trust account had the Non-Redemption Agreement not been entered into.

The foregoing description of the Non-Redemption Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Non-Redemption Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On December 11, 2023, the Company received a notice from the staff of the Listing Qualifications Department of The Nasdaq Stock Market LLC (“Nasdaq”) indicating that, unless the Company timely requests a hearing before the Nasdaq Hearings Panel (the “Panel”), the Company’s securities (shares, warrants, and rights) would be subject to suspension and delisting from The Nasdaq Capital Market at the opening of business on December 20, 2023, due to the Company’s non-compliance with Nasdaq IM-5101-2, which requires that a special purpose acquisition company complete one or more business combinations within 36 months of the effectiveness of its IPO registration statement. The Company intends to timely request a hearing before the Panel to request additional time to complete a business combination. If timely filed, the hearing request will result in a stay of any suspension or delisting action pending the hearing.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information included in Item 5.07 is incorporated by reference in this item to the extent required.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On December 6, 2023, the Company held the Special Meeting. At the Special Meeting, the Company’s stockholders voted on a proposal to amend the Company’s Amended and Restated Certificate of Incorporation to extend (the “Extension”) the date by which the Company must consummate a business combination from December 11, 2023 monthly up to three times for an additional one month each time, up to March 11, 2024 (the “Extension Amendment”).

The following is a tabulation of the votes with respect to the Extension Amendment, which was approved by the Company’s stockholders:

For	Against	Abstain
7,608,895	47,892	30

In connection with the Special Meeting, stockholders holding an aggregate of 359,190 shares of the Company’s Class A common stock exercised their right to redeem their shares for approximately \$10.30 per share of the funds held in the Company’s trust account, for an aggregate of approximately \$3.7 million, leaving approximately \$10.1 million in cash in the trust account after satisfaction of such redemptions.

In addition, on December 7, 2023, the Company filed the Charter Amendment with the Secretary of State of the State of Delaware. A copy of the Charter Amendment is attached hereto as Exhibit 3.1.

Forward Looking Statements

Certain information contained in this report consists of forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks, uncertainties and assumptions that are difficult to predict. Words such as “believes,” “expects,” “intends,” “plans,” “estimates,” “assumes,” “may,” “should,” “will,” “seeks,” and similar expressions, or the use of future tense, identify forward-looking statements, but their absence does not mean that a statement is not forward-looking. Such forward-looking statements are not guarantees of performance and actual actions or events could differ materially from those contained in such statements. For example, there can be no assurance that the Company will request a hearing from the Panel, or that Nasdaq will grant the Company any relief from delisting as necessary. The forward-looking statements contained in this report speak only as of the date of this report and the Company undertakes no obligation to publicly update any forward-looking statements to reflect changes in information, events or circumstances after the date of this report, unless required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibits
3.1	Amendment to the Registrant’s Amended and Restated Certificate of Incorporation.
10.1	Non-Redemption Agreement by and among the Company, the Sponsor, Meteora Special Opportunity Fund I, LP, Meteora Capital Partners, LP and Meteora Select Trading Opportunities Master, LP, dated December 5, 2023
104	Cover Page Interactive Data File-Embedded within the inline XBRL document.

SIGNATURES

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.

ALTITUDE ACQUISITION CORP.

By: /s/ Gary Teplis _____

Name: Gary Teplis

Title: Chief Executive Officer

Date: December 11, 2023

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALTITUDE ACQUISITION CORP.**

Altitude Acquisition Corp. (the “*Corporation*”), a corporation organized and existing under the laws of the State of Delaware by virtue of the General Corporation Law of the State of Delaware (the “*DGCL*”), does hereby certify:

1. The name of the Corporation is Altitude Acquisition Corp.
2. The Corporation’s original certificate of incorporation was filed with the Secretary of State of the State of Delaware on August 12, 2020. The Corporation’s Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 8, 2020, was subsequently amended by the filing of the first certificate of amendment on June 10, 2022, and the second certificate of amendment on October 6, 2022 and the third certificate on April 7, 2023 (as amended, the “*Amended and Restated Certificate of Incorporation*”).
3. This Fourth Amendment to the Amended and Restated Certificate of Incorporation amends the Amended and Restated Certificate of Incorporation of the Corporation.
4. This Fourth Amendment to the Amended and Restated Certificate of Incorporation was duly adopted by the affirmative vote of the holders of at least 65% of the outstanding shares of common stock at a meeting of stockholders in accordance with ARTICLE IX of the Amended and Restated Certificate of Incorporation and the provisions of Section 242 of the DGCL.

5. The text of Section 9.1(b) of the Amended and Restated Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

“(b) Immediately after the Offering, a certain amount of the net offering proceeds received by the Corporation in the Offering (including the proceeds of any exercise of the underwriters’ over-allotment option) and certain other amounts specified in the Corporation’s registration statement on Form S-1, initially filed with the U.S. Securities and Exchange Commission (the “*SEC*”) on September 25, 2020, as amended (the “*Registration Statement*”), shall be deposited in a trust account (the “*Trust Account*”), established for the benefit of the Public Stockholders (as defined below) pursuant to a trust agreement described in the Registration Statement. Except for the withdrawal of interest to pay taxes, none of the funds held in the Trust Account (including the interest earned on the funds held in the Trust Account) will be released from the Trust Account until the earliest to occur of (i) the completion of the initial Business Combination, (ii) the redemption of 100% of the Offering Shares (as defined below) if the Corporation is unable to complete its initial Business Combination by December 11, 2023 (the “*completion window*”) (or up to March 11, 2024, if applicable under this section 9.1(b)) and (iii) the redemption of shares in connection with a vote seeking to amend such provisions of this Amended and Restated Certificate as described in Section 9.7. Holders of shares of Common Stock included as part of the units sold in the Offering (the “*Offering Shares*”) (whether such Offering Shares were purchased in the Offering or in the secondary market following the Offering and whether or not such holders are the Sponsor or officers or directors of the Corporation, or affiliates of any of the foregoing) are referred to herein as “*Public Stockholders*”. In the event that the Corporation has not consummated an initial Business Combination by the completion window, the Board may, without another stockholder vote, elect to extend the period of time to consummate a Business Combination on a monthly basis for up to three (3) times by an additional one month each time, by resolution of the Board, until March 11, 2024.”

6. The text of Section 9.2(d) of the Amended and Restated Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

“(d) In the event that the Corporation has not consummated an initial Business Combination by December 11, 2023 (or up to March 11, 2024, if applicable under section 9.1(b)), the Corporation shall (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter subject to lawfully available funds therefor, redeem 100% of the Offering Shares in consideration of a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account (which interest shall be net of taxes payable and up to \$100,000 of interest to pay dissolution expenses), by (B) the total number of then outstanding Offering Shares, which redemption will completely

extinguish rights of the Public Stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation's obligations under the DGCL to provide for claims of creditors and other requirements of applicable law."

7. The text of Section 9.7 of the Amended and Restated Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:
"Section 9.7 Additional Redemption Rights. If, in accordance with Section 9.1(a), any amendment is made to this Amended and Restated Certificate (a) to modify the substance or timing of the Corporation's obligation to redeem 100% of the Offering Shares if the Corporation has not consummated an initial Business Combination by December 11, 2023 (or up to March 11, 2024, if applicable under section 9.1(b)) or (b) with respect to any other material provisions of this Amended and Restated Certificate relating to stockholders' rights or pre-initial Business Combination activity, the Public Stockholders shall be provided with the opportunity to redeem their Offering Shares upon the approval of any such amendment, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its taxes, divided by the number of then outstanding Offering Shares."

IN WITNESS WHEREOF, the Corporation has caused this Fourth Amendment to the Amended and Restated Certificate of Incorporation to be duly executed in its name and on its behalf by an authorized officer as of this 6th day of December, 2023.

/s/ Gary Teplis

Gary Teplis

President and Chief Executive Officer

NON-REDEMPTION AGREEMENT

This Non-Redemption Agreement (this “Agreement”) is entered as of December 5, 2023 by and among Altitude Acquisition Corp., a Delaware Corporation (“Altitude” or the “Company”), Altitude Acquisition Holdco LLC (the “Sponsor”), and the undersigned investors (collectively, the “Investor”).

RECITALS

WHEREAS, the Sponsor currently holds shares of Altitude’s Class A common stock (previously Class B common stock), par value \$0.0001 per share (the “Founder Shares”), which Founder Shares were initially sold in a private placement in connection with Altitude’s initial public offering;

WHEREAS, in connection with Altitude’s initial public offering, (i) the Sponsor became a party to that certain Letter Agreement, dated December 8, 2020, by and among Altitude, the Sponsor and Altitude’s officers and directors (the “Letter Agreement”), and became bound by all terms, conditions and covenants of the Letter Agreement in the same manner as if he was an original party thereto, and (ii) the Sponsor became a party to that certain Registration Rights Agreement, dated December 8, 2020, by and among Altitude, the Sponsor, and Altitude’s officers and directors (the “Registration Rights Agreement”);

WHEREAS, Altitude expects to hold an extraordinary general meeting of shareholders (as adjourned or postponed from time to time, the “Meeting”) for the purpose of approving an amendment to Company’s Amended and Restated Certificate of Incorporation, as amended (the “Charter”), to extend the date by which the Company must consummate a business combination (the “Extension”) from December 11, 2023 (the “Current Outside Date”) monthly up to 3 times for an additional one month each time, up to March 11, 2024 (the “Extended Date”) (the “Extension Amendment Proposal”);

WHEREAS, the Charter provides that a holder of Altitude’s Class A common stock, par value \$0.0001 per share, initially sold as part of the units in Altitude’s initial public offering (whether they were purchased in Altitude’s initial public offering or thereafter in the open market) (the “Public Shares”) and together with the Founder Shares, the “Common Stock”) may redeem its Public Shares for an estimated \$10.34 per share (the “Redemption Price”) in connection with the proposal to amend the Charter to effectuate the Extension upon the terms and subject to the conditions set forth in the Charter (“Redemption Rights”);

WHEREAS, as of the date of this Agreement, Investor is the “beneficial owner” (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) of 371,384 Public Shares (the “Existing Shares”) and shall use its commercially reasonable efforts (subject to legal requirements) to purchase an additional 0 Public Shares at a price no greater than the Redemption Price prior to the Meeting (such shares to be purchased, the “Additional Shares” and together with the Existing Shares, the “Investor Shares”);

WHEREAS, Investor is willing to not exercise its Redemption Rights in connection with the Extension, or to validly rescind any previously submitted redemption demand, with respect to the Investor Shares, subject to the terms of this Agreement; and

WHEREAS, subject to the terms and conditions of this Agreement, at the closing of the Initial Business Combination, the Sponsor desires to forfeit that number of Founder Shares set forth opposite Investor’s name on Exhibit A (the “Forfeited Shares”) equal to 1% of the Investor Shares in consideration of the Extension to January 11, 2023 and, if applicable, 1% of the Investor Shares in consideration for each subsequent month Extension, for a total of up to 3% of the Investor Shares, and the Company desires to issue to the Investor, and the Investor desires to acquire from the Company, a number of newly-issued shares of Altitude Common Stock equal to the Forfeited Shares (the “New Shares”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Investor, the Company and the Sponsor hereby agree as follows:

1. Terms of Non-Redemption, Forfeiture and Issuance.

1.1. Non-Redemption of Investor Shares; Closing. Upon the terms and subject to the conditions of this Agreement, including the additional conditions set forth in Section 1.2, if (a) as of 5:30 PM, New York time, on the date of the Meeting, the Investor holds the Investor Shares, (b) the Investor does not exercise (or exercised and validly rescinds) its Redemption Rights with respect to all of the Investor Shares in connection with the Meeting, and (c) the Extension Amendment Proposal is approved at the Meeting and implemented by the Company, then at the Closing (as defined below) the Sponsor shall forfeit for no consideration the Forfeited Shares and the Company shall issue to the Investor the New Shares for no additional consideration. The New Shares shall be issued free and clear of any liens or other encumbrances, other than (x) pursuant to Section 7 of the Letter Agreement, (y) restrictions on transfer imposed by the securities laws, and (z) any other agreement relating to the Founder Shares entered into in connection with the Initial Business Combination (which shall be no less favorable or more restrictive than what is agreed to by the Sponsor). The consummation of the forfeiture of the Forfeited Shares by the Sponsor and the issuance of the New Shares by the Company (the “Closing”) shall occur promptly following the consummation of the Initial Business Combination (and in any event no later than two (2) business days after the satisfaction of the conditions set forth in Section 1.2).

1.2. Conditions. The forfeiture of the Forfeited Shares by the Sponsor and the issuance of the New Shares by the Company shall be subject to the conditions that, and shall not be effected unless and until, (i) the Initial Business Combination is consummated; and (ii) the Investor (or its permitted transferees (as provided by Section 7(c) of the Letter Agreement, the “Permitted Transferees”)) executes the Joinder (as defined in Section 1.6).

1.3. Adjustment to Share Amounts; Dividends.

1.3.1. If at any time prior to the Closing the number of outstanding Founder Shares is increased or decreased by a consolidation, combination, split or reclassification of the Founder Shares or other similar event, then, as of the effective date of such consolidation, combination, split, reclassification or similar event, all share numbers referenced in this Agreement shall be adjusted in proportion to such increase or decrease in the Founder Shares.

1.3.2. If at any time prior to the Closing any dividends or distributions are paid on the Founder Shares, (i) effective as of the Closing the Sponsor hereby forfeits all rights to receive such dividends or other distributions with respect to the Forfeited Shares and (ii) the Investor shall be issued such dividends or other distributions that Investor would have received if Investor had held a number of Founder Shares equal to the Forfeited Shares immediately prior to such event.

1.3.3. If at any time prior to the Closing there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving Altitude in which Altitude’s Common Stock is converted into or exchanged for securities, cash or other property then, following any such reorganization, recapitalization, reclassification or merger, in lieu of the New Shares, the Company shall issue to the Investor in lieu of the New Shares the kind and amount of securities, cash or other property receivable upon such reclassification, reorganization, merger or consolidation, that Investor would have received if Investor had held the New Shares immediately prior to such event.

1.4. Forfeitures, Transfers, etc. The Investor shall not be subject to forfeiture, surrender, claw-back, transfers, disposals, exchanges or earn-outs for any reason on the New Shares. The Investor acknowledges that prior to, or at the time of, the Initial Business Combination, the Sponsor may subject the Founder Shares to earn-outs, forfeitures, transfers or other restrictions, or amend the terms under which the Founder Shares were issued or any restrictions or other provisions relating to the Founder Shares set forth in the instruments establishing the same (including voting in favor of any such amendment) or enter into any other arrangements with respect to the Founder Shares, and that the Sponsor may effectuate such earn-outs, forfeitures, transfers, restrictions, amendments or arrangements, including arrangements relating to the relaxation or early release of restrictions, in such amounts and pursuant to such terms as the Sponsor determines in his sole and absolute discretion for any reason. Sponsor acknowledges and agrees that any such earn-outs, forfeitures, transfers, restrictions, amendments or arrangements shall not apply to the New Shares and the terms and conditions applicable to the New Shares shall not be changed or the number or amount reduced as a result of any such earn-outs, forfeitures, transfers, restrictions, amendments or arrangements.

1.5. Registration Rights. At the Closing, the Company will grant the Investor registration rights under the Registration Rights Agreement equivalent to the registration rights that the Sponsor has with respect to the Founder Shares, and hereby represents and confirms to the Investor that, upon the Investor's receipt of the New Shares and execution of the Joinder (as defined below), (i) the Investor shall be a "Holder" under the Registration Rights Agreement and (ii) the New Shares shall be "Registrable Securities" under the Registration Rights Agreement.

1.6. Joinder to Letter Agreement and Registration Rights Agreement. At the Closing, the Investor (or its Permitted Transferee) shall execute a joinder to the Letter Agreement and the Registration Rights Agreement in substantially the form attached hereto as Exhibit B (the "Joinder") pursuant to which (i) the Investor shall agree with Altitude to be bound by the transfer restrictions set forth in, and to be subject to, Section 7 of the Letter Agreement solely with respect to the New Shares and (ii) to be bound by the terms and provisions of the Registration Rights Agreement as a "Holder" thereunder with respect to the New Shares (upon acquisition thereof) as "Registrable Securities" thereunder and Altitude hereby agrees to execute the Joinder contemporaneously with the Closing. Notwithstanding anything in this Agreement or the Joinder to the contrary, the Investor shall be released with respect to the New Shares from any transfer or lock-up restrictions under the Letter Agreement or the Registration Rights Agreement to the same proportional extent as any holder of Founder Shares, including the Sponsor, is released from such restrictions.

1.7. Termination. This Agreement and each of the obligations of the undersigned shall terminate on the earlier of (a) the failure of Altitude's shareholders to approve the Extension Amendment Proposal at the Meeting or the determination of the Company not to proceed to effect the Extension, (b) the fulfillment of all obligations of parties hereto, (c) the liquidation or dissolution of Altitude, (d) the mutual written agreement of the parties hereto; or (e) if the Investor exercises its Redemption Rights with respect to any Investor Shares in connection with the Meeting and such Investor Shares are actually redeemed in connection with the Meeting. Notwithstanding any provision in this Agreement to the contrary, the Sponsor's obligation to forfeit the Forfeited Shares and the Company's obligation to issue the New Shares shall be conditioned on (i) the satisfaction of the conditions set forth in Section 1.2, Section 1.5, and Section 1.6 hereof and (ii) the Investor Shares not being redeemed in connection with the Meeting.

2. Representations and Warranties of the Investor. The Investor represents and warrants to, and agrees with, the Sponsor and the Company that:

2.1. No Government Recommendation or Approval. The Investor understands that no federal or state agency has passed upon or made any recommendation or endorsement of the offering of the New Shares.

2.2. Accredited Investor. At the time the Investor was offered the New Shares it was, and as of the date hereof, the Investor is, an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, and acknowledges that the offer and sale contemplated hereby are being made in reliance, among other things, on a private placement exemption to "accredited investors" under the Securities Act and similar exemptions under state law.

2.3. Intent. The Investor is acquiring the New Shares solely for investment purposes, for such Investor's own account (and/or for the account or benefit of its members or affiliates, as permitted), and not with a view to the distribution thereof in violation of the Securities Act and the Investor has no present arrangement to sell the New Shares to or through any person or entity except as may be permitted hereunder.

2.4. Restrictions on Transfer; Trust Account; Redemption Rights.

2.4.1. The Investor acknowledges and agrees that, following their issuance, the New Shares will be subject to the transfer restrictions and certain other restrictions as set forth in Section 7 of the Letter Agreement.

2.4.2. The Investor acknowledges and agrees that the New Shares are not entitled to, and have no right, interest or claim of any kind in or to, any monies held in the Trust Account or distributed as a result of any dissolution or liquidation of Altitude or liquidation of the Trust Account.

2.4.3. The Investor agrees only with Altitude, solely for the benefit of and, notwithstanding anything else herein, enforceable only by Altitude, to waive any right that it may have to elect to have Altitude redeem any Investor Shares and agrees not to redeem or otherwise exercise any right to redeem, the Investor Shares and to reverse and revoke any prior redemption elections made with respect to the Investor Shares, in each case, solely in connection with the Extension Amendment Proposal. For the avoidance of doubt, nothing in this Agreement is intended to restrict or prohibit the Investor's ability to redeem any Public Shares other than the Investor Shares, or to trade or redeem any Public Shares (other than the Investor Shares) in its discretion and at any time or trade or redeem any Investor Shares in its discretion and at any time after the date of the Meeting.

2.4.4. The Investor acknowledges and understands that (a) the New Shares are being offered in a transaction not involving a public offering in the United States within the meaning of the Securities Act and have not been registered under the Securities Act and, if in the future the Investor decides to offer, resell, pledge or otherwise transfer New Shares, such New Shares may be offered, resold, pledged or otherwise transferred only (A) pursuant to an effective registration statement filed under the Securities Act, (B) pursuant to an exemption from registration under Rule 144 promulgated under the Securities Act, if available, or (C) pursuant to any other available exemption from the registration requirements of the Securities Act, and in each case in accordance with any applicable securities laws of any state or any other jurisdiction and (b) the New Shares may be subject to legends and stop transfer instructions consistent with the foregoing. The Investor agrees that, if any transfer of the New Shares or any interest therein is proposed to be made (other than pursuant to an effective registration statement or Rule 144 under the Securities Act), as a condition precedent to any such transfer, the Investor may be required to deliver to Altitude an opinion of counsel (including internal counsel) satisfactory to Altitude that registration is not required with respect to the New Shares to be transferred. Absent registration or another available exemption from registration, the Investor agrees it will not transfer the New Shares.

2.5. Sophisticated Investor. The Investor is sophisticated in business and financial matters and able to evaluate the risks and benefits of the waiver of Redemption Rights on the terms set forth in this Agreement and the investment in the New Shares.

2.6. Risk of Loss. The Investor is aware that an investment in the New Shares is highly speculative and subject to substantial risks. The Investor is cognizant of and understands the risks related to the acquisition of the New Shares, including those restrictions described or provided for in this Agreement and the Letter Agreement pertaining to transferability. The Investor is able to bear the economic risk of its investment in the New Shares for an indefinite period of time and able to sustain a complete loss of such investment.

2.7. Independent Investigation. The Investor has relied upon an independent investigation of Altitude and has not relied upon any information or representations made by any third parties or upon any oral or written representations or assurances, express or implied, from the Sponsor or any representatives or agents of the Sponsor, other than as set forth in this Agreement. The Investor is familiar with the business, operations and financial condition of Altitude and has had an opportunity to ask questions of, and receive answers from Altitude's management concerning Altitude and the terms and conditions of the proposed sale of the New Shares and has had full access to such other information concerning Altitude as the Investor has requested. The Investor confirms that all documents that it has requested have been made available and that the Investor has been supplied with all of the additional information concerning this investment which the Investor has requested.

2.8 Disclosure of Information. Investor or its advisor has had an opportunity to receive, review and understand all information related to the Company requested by it and to ask questions of and receive answers from the Company regarding the Company, its business and the terms and conditions of the offering of the New Shares, and has conducted and completed its own independent due diligence. Such Investor acknowledges that it has had an opportunity to review Altitude's filings made with the Securities and Exchange Commission (the "SEC") that are available on the SEC's EDGAR System. Based on the information Investor or its advisor has deemed appropriate, and without reliance on Altitude or the Sponsor or their respective advisors, has independently made its own analysis and decision to enter into this Agreement. Investor or its advisor is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate), including but not limited to all business, legal, regulatory, accounting, credit and tax matters.

2.9. Organization and Authority. If an entity, the Investor is duly organized and existing under the laws of the jurisdiction in which it was organized and it possesses all requisite power and authority to acquire the New Shares, enter into this Agreement and perform all the obligations required to be performed by the Investor hereunder. If Investor is a natural person, he or she has all the requisite power and authority and has taken all action necessary in order to execute and deliver this Agreement, to perform his or her obligations hereunder and to consummate the transactions contemplated hereby.

2.10. Non-U.S. Investor. If the Investor is not a United States person (as defined by Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively, the “Code”)), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the New Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the acquisition of the New Shares, (ii) any foreign exchange restrictions applicable to such acquisition, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the acquisition, holding, redemption, sale, or transfer of the New Shares. The Investor’s subscription and payment for and continued beneficial ownership of the New Shares will not violate any applicable securities or other laws of the Investor’s jurisdiction.

2.11. Authority. This Agreement has been validly authorized, executed and delivered by the Investor, assuming due authorization, execution and delivery by the Company and the Sponsor, is a valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization, or similar laws relating to, or affecting generally the enforcement of, creditors’ rights and remedies or by equitable principles of general application and except as enforcement of rights to indemnity and contribution may be limited by federal and state securities laws or principles of public policy.

2.12. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Investor of the transactions contemplated hereby do not and will not (i) result in a violation of the Investor’s organizational documents, (ii) violate, conflict with or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement or instrument to which the Investor is a party, or (iii) result in a violation of any law, statute, rule or regulation to which the Investor is subject (including federal and state securities laws), or any order, judgment or decree applicable to Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not reasonably be expected to prevent the Investor from fulfilling its obligations under this Agreement.

2.13. No Intent to Effect a Change of Control; Ownership. Investor has no present intent to effect a “change of control” of Altitude as such term is understood under the rules promulgated pursuant to Section 13(d) of the Exchange Act.

2.14. No Advice from the Sponsor or Company. The Investor has had the opportunity to review this Agreement and the transactions contemplated by this Agreement and the form of Joinder with the Investor’s own legal counsel and investment and tax advisors. Except for any statements or representations of the Sponsor and the Company explicitly made in this Agreement, the Investor is relying solely on such counsel and advisors and not on any statements or representations, express or implied, of the Sponsor or the Company or any of its or their representatives or agents for any reason whatsoever, including, without limitation, for legal, tax or investment advice, with respect to this investment, the Sponsor, Altitude, the New Shares, the transactions contemplated by this Agreement or the securities laws of any jurisdiction.

2.15. Reliance on Representations and Warranties. The Investor understands that the New Shares are being offered and sold to the Investor in reliance on exemptions from the registration requirements under the Securities Act, and analogous provisions in the laws and regulations of various states, and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth in this Agreement in order to determine the applicability of such provisions.

2.16. No General Solicitation. Assuming the accuracy of the Company's representations and warranties in Section 4.3, the Investor is not subscribing for New Shares as a result of or subsequent to any general solicitation or general advertising within the meaning of Regulation D under the Securities Act, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

2.17. Brokers. No broker, finder or intermediary has been paid or is entitled to a fee or commission from or by the Investor in connection with the acquisition of the New Shares nor is any person entitled to or will accept any such fee or commission.

2.18. No Other Representations and Warranties; Non-Reliance. Except for the specific representations and warranties contained in this Section 2 and in any certificate or agreement delivered pursuant hereto, the Investor has not made, does not hereby make and shall not be deemed to make any other express or implied representation or warranty with respect to the Investor, and the Investor disclaims any such representation or warranty. Except for the specific representations and warranties expressly made by the Sponsor in Section 3 and by the Company in Section 4 of, and elsewhere in, this Agreement and in any certificate or agreement delivered pursuant hereto, the Investor specifically disclaims that it is relying upon any other representations or warranties that may have been made by the Sponsor or the Company.

3. Representations and Warranties of the Sponsor. The Sponsor represents and warrants to, and agrees with, the Investor that:

3.1. Organization and Authority. The Sponsor is a limited liability company duly formed and validly existing and in good standing as a limited liability company under the laws of the State of Delaware and possesses all requisite limited liability company power and authority to enter into this Agreement and to perform all of the obligations required to be performed by the Sponsor hereunder. All corporate action on the part of the Sponsor and its officers, directors and members necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Sponsor required pursuant hereto has been taken. This Agreement has been duly executed and delivered by the Sponsor and (assuming due authorization, execution and delivery by the Company and Investor) constitutes the Sponsor's legal, valid and binding obligation, enforceable against the Sponsor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by equitable principles of general application and except as enforcement of rights to indemnity and contribution may be limited by federal and state securities laws or principles of public policy.

3.2. Title to Securities. The Sponsor is the record and beneficial owner of, and has good and marketable title to, the Founder Shares and will, immediately prior to the forfeiture of the Forfeited Shares, be the record and beneficial owner of the Forfeited Shares, in each case, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (other than transfer restrictions and other terms and conditions that apply to the Founder Shares generally and applicable securities laws).

3.3. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Sponsor of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) any agreement or instrument to which the Sponsor is a party or by which it is bound with respect to the Founder Shares (including the Letter Agreement) or (ii) any law, statute, rule or regulation to which the Sponsor is subject or any order, judgment or decree to which the Sponsor is subject, except, in each case, for such conflicts, defaults or violations which would not reasonably be expected to prevent the Sponsor from fulfilling its obligations under this Agreement. The Sponsor is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency or self-regulatory entity in order for it to perform any of its obligations under this Agreement, including the forfeiture of the Forfeited Shares, in accordance with the terms hereof.

3.4. Transfer Restrictions. Until termination of this Agreement, the Sponsor shall not transfer any of the Forfeited Shares or any interest therein or right referencing or related thereto other than any transfer in connection with an Initial Business Combination as contemplated by this Agreement.

3.5. Reliance on Representations and Warranties. The Sponsor understands and acknowledges that the Investor is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Sponsor set forth in this Agreement.

3.6. No Pending Actions. There is no action pending against the Sponsor or, to the Sponsor's knowledge, threatened against the Sponsor or, before any court, arbitrator, or governmental authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by the Sponsor of its obligations under this Agreement.

3.7. No Other Representations and Warranties. Except for the specific representations and warranties expressly contained in this Section 3 and elsewhere in this agreement and in any certificate or agreement delivered pursuant hereto, the Sponsor has not made, does not hereby make and shall not be deemed to make any other express or implied representation or warranty with respect to the Sponsor, the Meeting, the Extension Amendment Proposal, the forfeiture by the Sponsor of the Forfeited Shares or the issuance by the Company of the New Shares hereunder, and the Sponsor disclaims any such representation or warranty.

4. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, the Investor that:

4.1. Organization and Authority. The Company is duly organized and existing under the laws of the jurisdiction in which it was organized and it possesses all requisite power and authority enter into this Agreement and perform all the obligations required to be performed by the Company hereunder. This Agreement has been validly authorized, executed and delivered by the Company, assuming due authorization, execution and delivery by the Sponsor and the Investor, is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by equitable principles of general application and except as enforcement of rights to indemnity and contribution may be limited by federal and state securities laws or principles of public policy.

4.2. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not (i) result in a violation of the Company's organizational documents, (ii) violate, conflict with or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement or instrument to which the Company is a party, or (iii) result in a violation of any law, statute, rule or regulation to which the Investor is subject (including federal and state securities laws), or any order, judgment or decree applicable to the Company, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not reasonably be expected to prevent the Company from fulfilling its obligations under this Agreement.

4.3. No General Solicitation. The Company has not offered the New Shares by means of any general solicitation or general advertising within the meaning of Regulation D under the Securities Act, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or the internet or broadcast over television or radio or the internet or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

4.4. Valid Issuance. The New Shares have been or will be duly and validly authorized and, on the date of issuance will be duly and validly issued, fully paid and non-assessable and free of all preemptive or similar rights, liens or other encumbrances, other than (x) pursuant to Section 7 of the Letter Agreement, (y) restrictions on transfer imposed by the securities laws, and (z) any other agreement relating to the Founder Shares entered into in connection with the Initial Business Combination (which shall be no less favorable or more restrictive than what is agreed to by the Sponsor).

4.5. Brokers. No broker, finder or intermediary has been paid or is entitled to a fee or commission from or by the Company in connection with the sale of the New Shares nor is any person entitled to or will accept any such fee or commission.

4.6. Reliance on Representations and Warranties. The Company understands and acknowledges that the Investor is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Company set forth in this Agreement.

4.7. No Pending Actions. There is no action pending against the Company or, to the Company's knowledge, threatened against the Company, before any court, arbitrator, or governmental authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by the Company of its obligations under this Agreement.

4.8. No Other Representations and Warranties. Except for the specific representations and warranties expressly contained in this Section 4 and elsewhere in this agreement and in any certificate or agreement delivered pursuant hereto, the Company has not made, does not hereby make and shall not be deemed to make any other express or implied representation or warranty with respect to the Company, the Meeting, the Extension Amendment Proposal, the forfeiture by the Sponsor of the Forfeited Shares or the issuance by the Company of the New Shares hereunder, and the Company disclaims any such representation or warranty.

5. Additional Investor Covenants.

5.1. Voting. The Investor agrees only with Altitude, solely for the benefit of and, notwithstanding anything else herein, enforceable only by Altitude, that it will vote all Existing Shares owned, as of the applicable record date, by it at the Meeting in favor of the Extension Amendment Proposal and cause all such shares to be counted as present at the Meeting for purposes of establishing a quorum. For the avoidance of doubt, the Investor shall not vote Additional Shares in favor of the Extension Amendment Proposal.

5.2. No Borrowing. The Investor hereby agrees only with Altitude, solely for the benefit of and, notwithstanding anything else herein, enforceable only by Altitude, that it shall not borrow the Investor Shares to satisfy the requirement in Section 1.1(a) to hold the Investor Shares on the date of the Meeting.

6. Trust Account. Until the earlier of (a) the consummation of Altitude's Initial Business Combination and (b) the liquidation of the Trust Account, or such later time the Company may approve in accordance with the Charter, the Company will maintain the investment of funds held in the Trust Account in cash in an interest-bearing demand deposit account at a bank. Altitude further confirms that it will not utilize any funds from its Trust Account to pay any potential excise taxes that may become due pursuant to the Inflation Reduction Act of 2022 upon a redemption of the Public Shares, including, but not limited to, in connection with the Extension Amendment Proposal or a liquidation of Altitude if it does not effect an Initial Business Combination prior to its termination date.

7. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. The parties hereto hereby waive any right to a jury trial in connection with any litigation pursuant to this Agreement and the transactions contemplated hereby. With respect to any suit, action or proceeding relating to the transactions contemplated hereby, the undersigned irrevocably submit to the exclusive jurisdiction of the United States District Court or, if such court does not have jurisdiction, the New York state courts located in the Borough of Manhattan, State of New York.

8. Assignment; Entire Agreement; Amendment.

8.1. Assignment. Any assignment of this Agreement or any right, remedy, obligation or liability arising hereunder by any party hereto to any person that is not an affiliate of such party shall require the prior written consent of the other party.

8.2. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them relating to the subject matter hereof.

8.3. Amendment. Except as expressly provided in this Agreement, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

8.4. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and permitted assigns.

9. Notices. Unless otherwise provided herein, any notice or other communication to a party hereunder shall be sufficiently given if in writing and personally delivered, sent by email or other electronic transmission, provided that the sender does not receive a bounce-back reply of non-delivery, sent by courier (which for all purposes of this Agreement shall include Federal Express or another recognized overnight courier) or mailed to said party by certified mail, return receipt requested, at its address provided for herein or such other address as either may designate for itself in such notice to the other. Communications shall be deemed to have been received when delivered personally, on the scheduled arrival date when sent by next day or 2nd-day courier service, or if sent by mail, then three days after deposit in the mail. If given by electronic transmission, such notice shall be deemed to be delivered (a) if by electronic mail, when directed to an electronic mail address at which the party has provided to receive notice; and (b) if by any other form of electronic transmission, when directed to such party.

10. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. Counterparts may be delivered via electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11. Survival; Severability

11.1. Survival. The representations, warranties, covenants and agreements of the parties hereto shall survive the closing of the transactions contemplated hereby.

11.2. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

12. Headings. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

13. Disclosure; Waiver. In connection with the entry into this agreement, Altitude will file all required disclosures required to comply with the rules and guidance promulgated by the SEC with respect to the Rule 14e-5 prohibition of purchases outside a tender offer, including, but not limited to, all requirements set forth in Compliance and Disclosure Interpretation 166.01 and (to the extent that it has not already filed) a Current Report on Form 8-K under the Exchange Act reporting, to the extent not previously publicly disclosed, the material terms of this Agreement. Such Form 8-K shall disclose that certain parties to non-redemption agreements intend to purchase additional Public Shares on the open market and that such purchases will be made at or below the Redemption Price and that such parties shall not vote such purchased shares in favor of the Extension. The parties to this Agreement shall cooperate with one another to assure that such disclosure is accurate. Altitude agrees that the name of the Investor shall not be included in any public disclosures related to this Agreement unless required by applicable law, rule, regulation or stock exchange rule. The Investor (i) acknowledges that the Sponsor may possess or have access to material non-public information which has not been communicated to the Investor; (ii) hereby waives any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against the Sponsor or any of Altitude's officers, directors, employees, agents, affiliates, subsidiaries, successors or assigns relating to any failure to disclose any non-public information in connection with the transaction contemplated by this Agreement, including any potential business combination involving Altitude, including, without limitation, any claims arising under Rule 10b-5 of the Exchange Act; and (iii) is aware that the Sponsor and Company are relying on the

truth of the representations set forth in Section 2 of this Agreement and the foregoing acknowledgement and waiver in this Section 13, in connection with the transactions contemplated by this Agreement. Altitude shall, by 9:30 a.m., New York City time, on the first business day immediately following the date of the Meeting, issue one or more press releases or file with the SEC a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing, to the extent not previously publicly disclosed, all material terms of the transactions contemplated hereby and any other material, nonpublic information that Altitude has provided to Investor at any time prior to the filing of the Disclosure Document. Upon the issuance of the Disclosure Document or the initial Form 8-K referred to in the first sentence of this Section 13, to Altitude's knowledge, Investor shall not be in possession of any material, nonpublic information received from Altitude or any of its officers, directors or employees.

14. Independent Nature of Rights and Obligations. Nothing contained herein, and no action taken by any party pursuant hereto, shall be deemed to constitute the Investor and the Sponsor as, and the Sponsor acknowledges that the Investor and the Sponsor do not so constitute, a partnership, a limited partnership, a syndicate, an association, a joint venture or any other kind of entity, including, but not limited to, for the purpose of acquiring, holding, or disposing of securities of Altitude, or create a presumption that the Investor and the Sponsor are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or any matters, and the Sponsor acknowledges that the Investor and the Sponsor are not acting in concert or as a group, and the Sponsor shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Agreement.

15. Most Favored Nation. In the event the Sponsor or Altitude has entered into or enters one or more other non-redemption agreements before or after the execution of this Agreement in connection with the Meeting, the Sponsor and Altitude represent that the terms of such other agreements are not materially more favorable in the aggregate to such other investors thereunder than the terms of this Agreement are in respect of the Investor. For the avoidance of doubt, the Sponsor and Altitude hereby acknowledge and agree that a ratio of Investor Shares to New Shares in any such other non-redemption agreement that is more favorable to any other investor party to such other agreement than such ratio in this Agreement is to Investor would be materially more favorable to such other investor. In the event that another investor is afforded any such more favorable terms than the Investor, the Sponsor shall promptly inform the Investor of such more favorable terms in writing (email being sufficient), and the Investor shall have the right to elect to have such more favorable terms included herein, in which case the parties hereto shall promptly amend this Agreement to effect the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

INVESTOR

Meteora Special Opportunity Fund I, LP;
Meteora Capital Partners, LP; and
Meteora Select Trading Opportunities Master, LP

By: /s/ Vikas Mittal

Name: Vikas Mittal

Title: Managing Member

COMPANY:

ALTITUDE ACQUISITION CORP.

By: /s/ Gary Teplis

Name: Gary Teplis

Title: Chief Executive Officer

SPONSOR:

ALTITUDE ACQUISITION HOLDCO LLC

By: /s/ Gary Teplis

Name: Gary Teplis

Title: Managing Member

[Signature Page to Non-Redemption Agreement]

Exhibit A

[Exhibit Internationally Omitted]

[Exhibit A to Non-Redemption Agreement]

EXHIBIT B
FORM OF JOINDER
TO
LETTER AGREEMENT
AND
REGISTRATION RIGHTS AGREEMENT
DECEMBER 5, 2023

Reference is made to that certain Non-Redemption Agreement, dated as of December 5, 2023 (the "Agreement"), by and among Meteora Special Opportunity Fund I, LP, Meteora Capital Partners, LP, Meteora Select Trading Opportunities Master, LP ("Investor"), Altitude Acquisition Corp. (the "Company") and Altitude Acquisition Holdco LLC (the "Sponsor"), pursuant to which Investor agreed not to exercise Redemption Rights with respect to certain Investor Shares and, in consideration therefor acquired securities of the Company upon the consummation of the Company's Initial Business Combination. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

By executing this joinder, Investor hereby agrees, as of the date first set forth above, that Investor (i) shall become a party to that certain Letter Agreement, dated December 8, 2020, by and among the Company, the Sponsor and the Company's officers and directors (as it may be amended from time to time, the "Letter Agreement"), in accordance with Section 9 of the Letter Agreement, and shall be bound by, and shall, subject to the acknowledgment below, be subject to the transfer restrictions set forth under Section 7 of the Letter Agreement solely with respect to its New Shares in the same manner as if Investor was an "Sponsor" original signatory to the Letter Agreement; provided, however, that the Investor shall be permitted to transfer its New Shares to its affiliates in accordance with Section 7 of the Letter Agreement; and (ii) shall become a party to that certain Registration Rights Agreement, dated December 8, 2020, by and among the Company, its officers and directors and the Sponsor (as it may be amended from time to time, including in connection with the Initial Business Combination, the "Registration Rights Agreement"), and shall be bound by the terms and provisions of the Registration Rights Agreement as a Holder (as defined therein) and entitled to the rights of a Holder under the Registration Rights Agreement and the New Shares (together with any other equity security of the Company issued or issuable with respect to any such New Shares by way of a share dividend or share subdivision or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization) shall be "Registrable Securities" thereunder.

For the purposes of clarity, it is expressly understood and agreed that each provision contained herein, in the Letter Agreement (to the extent applicable to Investor) and the Registration Rights Agreement is between the Company and Investor, solely, and not between and among Investor and the other shareholders of the Company signatory thereto.

This joinder may be executed in two or more counterparts, and by electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method, all of which shall be deemed an original and all of which together shall constitute one instrument.

INVESTOR

Meteora Special Opportunity Fund I, LP;
Meteora Capital Partners, LP; and
Meteora Select Trading Opportunities Master, LP

By: _____
Name: Vikas Mittal
Title: Managing Member

ACKNOWLEDGED AND AGREED:

ALTITUDE ACQUISITION CORP.

By: _____
Name:
Title:

[Signature Page to Joinder to Letter Agreement and Registration Rights Agreement]