

SECURITIES AND EXCHANGE COMMISSION

FORM 425

Filing under Securities Act Rule 425 of certain prospectuses and communications in connection with business combination transactions

Filing Date: **2022-11-08**
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SUBJECT COMPANY

AMERICAS TECHNOLOGY ACQUISITION CORP.

CIK: [1825254](#) | IRS No.: **000000000** | State of Incorporation: **E9** | Fiscal Year End: **1231**
Type: **425** | Act: **34** | File No.: **001-39807** | Film No.: **221367900**
SIC: **6770** Blank checks

Mailing Address
*16400 DALLAS PARKWAY
SUITE 305
DALLAS TX 75249*

Business Address
*16400 DALLAS PARKWAY
SUITE 305
DALLAS TX 75249
3038858688*

FILED BY

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 8, 2022

AMERICAS TECHNOLOGY ACQUISITION CORP.

(Exact name of registrant as specified in its charter)

Cayman Islands (State or other jurisdiction of incorporation)	001-39807 (Commission File Number)	N/A (I.R.S. Employer Identification No.)
16500 Dallas Pkwy #305 Dallas, TX (Address of principal executive offices)		75248 (Zip Code)

Registrant's telephone number, including area code: (214) 396-5927

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 Ordinary Share and one-half of Redeemable Warrant	ATA.U	The New York Stock Exchange
Ordinary Shares, par value \$0.0001 per share	ATA	The New York Stock Exchange
Warrants, each whole warrant exercisable for one Ordinary Share for \$11.50 per share	ATA WS	The New York Stock Exchange

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 1, 2022, Americas Technology Acquisition Corp., a Cayman Islands exempted company (together with its successors, including following continuation out of the Cayman Islands and into the State of Delaware so as to domesticate as a Delaware corporation, “**ATAC**”), entered into an Agreement and Plan of Merger (as amended pursuant to that certain First Amendment to Agreement and Plan of Merger, dated July 26, 2022, and as may be further amended or supplemented from time to time, the “**Merger Agreement**”) with Rally Communitas Corp., a Delaware corporation (“**Rally**” or the “**Company**”), Americas Technology Acquisition Holdings Inc., a Delaware corporation and a wholly-owned subsidiary of ATAC (“**Pubco**”), Americas Technology Purchaser Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Pubco (the “**Purchaser Merger Sub**”), Americas Technology Company Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Pubco (the “**Company Merger Sub**” and together with Purchaser Merger Sub, the “**Merger Subs**”), Jorge E. Marcos, in the capacity as the representative from and after the effective time of the Merger (as defined below) (the “**Effective Time**”) of the stockholders of Pubco (other than the Rally Security Holders and their successors and assignees) (the “**Purchaser Representative**”), and Numaan Akram, in the capacity as the representative of the Rally Security Holders from and after the Effective Time (the “**Seller Representative**”), pursuant to which, as of the consummation of the transactions contemplated by the Merger Agreement (the “**Closing**”), ATAC and Rally will become wholly-owned subsidiaries of Pubco and Pubco will become a publicly traded company.

On November 8, 2022, ATAC, Rally, Pubco, the Seller Representative and the Purchaser Representative entered into an amendment (the “**Second Amendment**”) to the Merger Agreement.

The Second Amendment clarifies and revises certain provisions of the Merger Agreement relating to the fact that the parties to the Merger Agreement have mutually agreed that: (i) at the Closing of the transactions contemplated by the Merger Agreement (the “**Business Combination**”), Pubco will not issue securities previously referred to in the transaction documents as “Private CVRs” (including “Support CVRs”) and provide for various related adjustments to the terms and conditions of the Merger Agreement and other transaction documents referred to therein (including the Pubco securities for which investors, once identified, will subscribe pursuant to the agreements referred to in the Merger Agreement as Support Subscription Agreements), (ii) the condition to the Closing set forth in Section 7.1(h) of the Merger Agreement, waivable by ATAC and Rally that, at the Closing, ATAC and Pubco have cash and cash equivalents, including funds remaining in ATAC’s Trust Account established at the time of its initial public offering (after giving effect to the completion and payment of redemptions by ATAC shareholders and payment of each party’s transaction expenses (to the extent due and unpaid at Closing)) and the aggregate amount of any Purchaser Transaction Financing (including the Support Subscription Agreements) at least equal to \$20 million and (iii) to remove from the Merger Agreement the condition to the Closing relating to net tangible assets at Closing set forth in Section 7.1(g) of the Merger Agreement.

Other than as expressly modified pursuant to the Second Amendment, the Merger Agreement, which was previously filed as Exhibit 2.1 to the Current Report on Form 8-K filed by ATAC with the Securities and Exchange Commission on June 7, 2022, and the First Amendment, which was previously filed as Exhibit 2.1 to the Current Report on Form 8-K filed by ATAC with the Securities and Exchange Commission on July 26, 2022, remain in full force and effect as originally executed on June 1, 2022 and July 26, 2022, respectively. The foregoing description of the Second Amendment does not purport to be complete and is subject to, and qualified in its entirety by the full text of the Second Amendment attached hereto as Exhibit 2.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
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2.1

[Second Amendment to Agreement and Plan of Merger, dated as of November 8, 2022, by and among Americas Technology Acquisition Corp., Rally Communitas Corp., Americas Technology Acquisition Holdings Inc., Jorge E. Marcos, in the capacity as the Purchaser Representative thereunder, and Numaan Akram, in the capacity as the Seller Representative thereunder](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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.

Dated: November 8, 2022

AMERICAS TECHNOLOGY ACQUISITION CORP.

By: /s/ Jorge E. Marcos

Name: Jorge E. Marcos

Title: Chief Executive Officer

SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This **SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER** is entered into as of November 8, 2022 (this “**Amendment**”), by and among Americas Technology Acquisition Corp. (the “**Purchaser**”), Jorge E. Marcos (the “**Purchaser Representative**”), Rally Communitas Corp. (the “**Company**”), Numaan Akram (the “**Seller Representative**”), and Americas Technology Acquisition Holdings Inc. (“**Pubco**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Merger Agreement (as defined below).

WHEREAS, the Purchaser, the Purchaser Representative, the Company, the Seller Representative, Pubco and the other parties thereto entered into an Agreement and Plan of Merger, dated as of June 1, 2022, as amended pursuant to that certain First Amendment to Agreement and Plan of Merger, dated July 26, 2022 (the “**Merger Agreement**”);

WHEREAS, Section 10.9 of the Merger Agreement provides that the Merger Agreement may be amended, supplemented or modified only by execution of a written instrument signed by the Purchaser, the Company, Pubco, the Purchaser Representative and the Seller Representative; and

WHEREAS, the Purchaser, the Company, Pubco, the Purchaser Representative and the Seller Representative desire to amend the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Defined Terms.** All uses of the following defined terms throughout the Agreement shall be considered amended and replaced as follows:

- a. All uses of the defined term “**Pubco Units**” throughout the Agreement shall be deleted each time it appears therein and replaced by inserting in lieu thereof the defined term “**Subscription Shares**”.
- b. All uses of the defined term “**Public CVRs**” throughout the Agreement shall be deleted each time it appears therein and replaced by inserting in lieu thereof “**CVRs**.”
- c. All uses of the defined terms “**Contingent Value Rights Agreements**” or “**CVR Agreements**” throughout the Agreement shall be deleted each time either such term appears therein and replaced by inserting in lieu thereof the defined terms “**Contingent Value Rights Agreement**” or “**CVR Agreement**,” respectively, as applicable (with each such term having the revised definitions set forth in Section 2 of this Amendment).

2. **Amendment to Definitions.** The definitions of the following terms contained within the Agreement shall be struck in their entirety and replaced with the following definitions:

“**Contingent Value Rights Agreement**” or “**CVR Agreements**” means, collectively, the Contingent Value Rights Agreements to be entered into prior to or in connection with the Closing, by and among the Seller Representative, Pubco, Sponsor and Continental Stock Transfer & Trust Company (or such other rights agent reasonably acceptable to the Parties), in its capacity as the rights agent, and the other applicable parties thereto, in substantially the form attached hereto as Exhibit C.

“**CVR**” means a contractual contingent value right (which shall not be evidenced by a certificate or other instrument) representing the right of qualifying holders thereof to receive, upon the occurrence of certain circumstances set forth the applicable CVR Agreement, on or following the CVR Settlement Date, a contingent payment in the form of shares of Pubco Common Stock (or such other form as is provided for therein), which shall be Escrow Shares distributable from the Escrow Account described in Section 1.19, pursuant and subject to the terms and conditions of the applicable Contingent Value Rights Agreement.

3. Removed from Agreement. The provision contained in Section 7.1(g)(Net Tangible Asset Test) shall be removed in its entirety from the Agreement and shall be replaced with the text “*Reserved*” in lieu thereof.

4. Other Revisions to Agreement. The terms contained in the following sections of the Agreement shall be stricken in their entirety and replaced with the following terms and provisions:

Section 1.19 CVR Escrow. At or prior to the Closing, Pubco, the Purchaser Representative, the Seller Representative and Continental Stock Transfer & Trust Company (or such other escrow agent mutually acceptable to Purchaser and the Company), as escrow agent (the “*CVR Escrow Agent*”), shall enter into an CVR Escrow Agreement, effective as of the Effective Time, in form and substance reasonably satisfactory to the Purchaser (the “*CVR Escrow Agreement*”), pursuant to which Pubco shall deposit with the CVR Escrow Agent 3,000,000 shares of Pubco Common Stock, of which 2,250,000 shares shall be withheld from the Stockholder Merger Consideration, and 750,000 shares shall be withheld from the shares of Pubco Common Stock issuable to Sponsor pursuant to Section 1.11(b) (or otherwise contributed by the Sponsor to the CVR Escrow Account in accordance herewith)(such shares of Pubco Common Stock, together with any equity securities paid as dividends or distributions with respect to such shares or into which such shares are exchanged or converted, the “*CVR Escrow Shares*”) to be held, along with any other dividends, distributions or other income on the Escrow Shares (other than regular ordinary dividends) (together with the CVR Escrow Shares, the “*CVR Escrow Property*”), in a segregated escrow account (the “*CVR Escrow Account*”) and disbursed in accordance with the terms of the Contingent Value Rights Agreements to the holders of qualifying CVRs, if certain conditions set forth in the CVR Agreements are met as of the CVR Settlement Date (as defined therein) or, if such conditions are not satisfied, to the Rally Stockholders and the Sponsor, in each case in accordance with the CVR Agreements and the CVR Escrow Agreement. With respect to the 2,250,000 Escrow Shares withheld from the Stockholder Merger Consideration, each Company Stockholder shall be deemed to have their Pro Rata Share of such Escrow Shares withheld.

Section 7.1(h). Minimum Cash Condition. Upon the Closing, the Purchaser and Pubco, collectively, shall have cash and cash equivalents, including funds remaining in the Trust Account (after giving effect to the completion and payment of the Redemption and payment of each Party’s Expenses (to the extent due and unpaid at Closing), including any Extension Expenses), and the aggregate amount of any Purchaser Transaction Financing (including the Support Subscription Agreement) of at least equal to \$20,000,000).

5. No Other Amendments; Conflicts. Unless expressly amended by this Amendment, the terms and provisions of the Merger Agreement shall remain in full force and effect. Wherever the terms and conditions of this Amendment and the terms and conditions of the Merger Agreement are in conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Merger Agreement.

6. Titles and Subtitles. The titles of the sections and subsections of this Amendment are for convenience and reference only and are not to be considered in construing this Amendment.

7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to the choice of law principles thereof.

8. Counterparts. This Amendment may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first written above.

The Purchaser:

AMERICAS TECHNOLOGY ACQUISITION CORP.

By: /s/ Jorge E. Marcos

Name: Jorge E. Marcos

Title: Chief Executive Officer

Pubco:

AMERICAS TECHNOLOGY ACQUISITION HOLDINGS INC.

By: /s/ Jorge E. Marcos

Name: Jorge E. Marcos

Title: Chief Executive Officer

The Purchaser Representative:

JORGE E. MARCOS

/s/ Jorge E. Marcos

The Company:

RALLY COMMUNITAS CORP.

By: /s/ Numaan Akram

Name: Numaan Akram

Title: CEO

The Seller Representative:

NUMAAN AKRAM

/s/ Numaan Akram