FORM 8-K

Current report filing

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Focus Impact BH3 Acquisition Co
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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 2, 2023

Focus Impact BH3 Acquisition Company

(Exact name of registrant as specified in its charter)

Delaware	**001-40868**	**86-2249068**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

1345 Avenue of the Americas, 33rd Floor, New York, NY	**10105**
(Address of principal executive offices)	(Zip Code)

(212) 213-0243
Registrant's telephone number, including area code

CRIXUS BH3 ACQUISITION COMPANY
819 NE 2nd Avenue, Suite 500
Fort Lauderdale, FL
(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 to 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 and one-half of one Warrant	BHACU	The Nasdaq Stock Market LLC
Class A Common Stock, par value $0.0001 per share	BHAC	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of $11.50	BHACW	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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

Purchase Agreement

As previously disclosed in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 28, 2023, Focus Impact BH3 Acquisition Company (f/k/a/ Crixus BH3 Acquisition Company) (the "Company" or "we"), Crixus BH3 Sponsor LLC (the "Sponsor") and Focus Impact BHAC Sponsor, LLC (the "New Sponsor") entered into a Purchase Agreement (the "Purchase Agreement"). In connection with the closing of the transactions contemplated by the Purchase Agreement, the New Sponsor (i) purchased an aggregate of 3,746,303 shares of Class A common stock, par value $0.0001 per share and Class B common stock, par value $0.0001 per share, from the Sponsor and certain other shareholders of the Company and 4,160,000 private placement warrants from the Sponsor for an aggregate purchase price of $16,288.27 and (ii) became the sponsor of the Company (together, the "Purchase"). The Purchase closed as of November 2, 2023.

In connection with the closing of the Purchase, the New Sponsor, among other things, joined as a party to (i) the Letter Agreement, dated October 4, 2021, by and between the Company and the Sponsor (the "Letter Agreement,") and (ii) the Registration and Stockholder Rights Agreement, dated October 4, 2021, among the Company, the Sponsor and certain security holders party thereto.

In addition, in connection with the closing of the Purchase, (i) the Company received an irrevocable waiver by the underwriters of the Company's initial public offering of their rights to receive the deferred underwriting fee in the aggregate amount of $8,050,000 contemplated by the Underwriting Agreement, dated October 4, 2021, and (ii) each of (x) the "working capital" promissory note between the Company and the Sponsor, dated November 1, 2022 (in aggregate principal amount of approximately $910,000), and (y) the "extension" promissory note between the Company and the Sponsor, dated July 31, 2023 (in aggregate principal amount of approximately $350,881.44), were terminated.

Subscription Agreement

On November 3, 2023, the Company entered into a subscription agreement (the "Subscription Agreement") with the New Sponsor and Polar Multi-Strategy Master Fund ("Polar"), an unaffiliated third party, pursuant to which Polar agreed to make certain capital contributions to the Company of up to $1,200,000 (the "Capital Contribution") from time to time, at the request of the Company, subject to the terms and conditions of the Subscription Agreement, to the Company. Pursuant to the Subscription Agreement, the Capital Contribution shall be repaid to Polar by the Company within five (5) business days of the Company closing an initial business combination (the "Closing"). Polar may elect to receive such repayment (i) in cash or (ii) in shares of common stock of the surviving entity in such initial business combination (the "Surviving Entity") at a rate of one share of common stock for each ten dollars ($10.00) of the Capital Contribution that is funded. Additionally, in consideration of the Capital Contribution, at the Closing, the Surviving Entity will issue to Polar one share of common stock for each dollar of Capital Contribution that is funded prior to the Closing. The Company also agreed that the Surviving Entity shall register for resale any shares of common stock issued to Polar pursuant to the Subscription Agreement. Upon certain events of default under the Subscription Agreement, the Surviving Entity shall issue to Polar an additional 0.1 shares of common stock for each dollar of the Capital Contribution funded as of the date of such default, and for each month thereafter until such default is cured, subject to certain limitations provided for therein. In the event the Company liquidates without consummating an initial business combination, any amounts remaining the Company's cash accounts (excluding the Company's trust account) will be paid to Polar by the Company within five (5) calendar days of the liquidation, up to the amount of the Capital Contribution that is funded.

The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Subscription Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The information disclosed under Item 1.01 of this Current Report on Form 8-K (this "Report") with respect to the termination of the promissory notes is incorporated into this Item 1.02 to the extent required herein.

Item 3.02 Unregistered Sales of Equity Securities

The information disclosed under Item 1.01 of this Report with respect to the Subscription Agreement is incorporated into this Item 3.02 to the extent required herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 2, 2023, Gregory Freedman, Daniel Adan, Dwight "Arne" Arnesen, Jonathan Roth and Mark Rose resigned as members of the Board of Directors of the Company (the "Board"), and Daniel Lebensohn, Gregory Freedman and Michelle Guber resigned as officers of the Company. There was no known disagreement with any of our outgoing directors or officers on any matter relating to the Company's operations, policies or practices. Daniel Lebensohn and Eric Edidin will remain as Board members following the consummation of the Purchase.

Also, on November 2, 2023, the Board appointed Carl Stanton, Ernest Lyles, Wray Thorn, Troy Carter and Dia Simms to the Board. The Board determined that each of Troy Carter, Dia Simms and Eric Edidin are "independent" directors as defined by the rules of Nasdaq and Rule 10A-3 under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"). Troy Carter, Dia Simms and Eric Edidin were appointed as members of the audit committee, with Eric Edidin serving as chairman of the audit committee. Troy Carter and Eric Edidin were appointed to the compensation committee, with Troy Carter serving as chairman of the compensation committee. Also on November 2, 2023, the Board appointed Carl Stanton as Chief Executive Officer of the Company, Ernset Lyles as Chief Financial Officer of the Company and Wray Thorn as Chief Investment Officer of the Company.

The following sets forth certain information concerning each new director and officer's past employment history, directorships held in public companies, if any.

Carl M. Stanton. Carl is a Partner and Co-Founder of Focus Impact Partners, LLC and currently serves as the Chief Executive Officer of Focus Impact Acquisition Corp., a special purpose acquisition corporation, (Nasdaq: FIAC), which has entered into a business combination agreement with DevvStream Holdings Inc. Carl brings nearly three decades of experience in leading companies across transformative Private Equity/Alternative Asset management with a proven track record in creating shareholder value. Carl has unique knowledge and skills across all facets of Asset Management. He is a team builder and has managed and co-led two Alternative Asset Management firms totaling over $4.5 billion AUM, and has delivered best-in-class investment performance results along with colleagues over multiple funds. He has advised CEOs, CFOs, and Boards of Directors of multiple companies and spread managerial, financial, and strategic best practices with demonstrated expertise in value creation strategies including revenue growth strategies, industry transformation, cost control, supply chain management, and technology best practices. Carl has also served as Board Member to more than 15 portfolio companies across Industrial Products & Services, Transportation & Logistics and Consumer industries.

Carl is former Managing Partner and Head of Private Equity for Invesco Private Capital, a division of Invesco, Ltd. (NYSE: IVZ), which managed private investment vehicles across private equity, venture capital, and real estate. At Invesco Private Capital, Carl was responsible for overseeing multiple alternative asset investment Funds and served as Chair of Investment Committee for domestic PE efforts. Prior to Invesco, Carl served as Managing Partner and co-owner at Wellspring Capital Management LLC, a private equity investment firm focused on control investments in growing companies in the industrial products & services, healthcare and consumer industries. He oversaw and approved all investments as a member of the Investment Committee. At the time of his retirement in 2015, the firm had invested more than $2.5 billion in 35 platform companies and achieved top-tier investment results.

Currently, Carl serves as the Founder of cbGrowth Partners, which focuses on sustainable investments, and serves as Advisor to Auldbrass Partners. Previously, Carl worked at Dimeling, Schreiber & Park, Peter J Solomon & Co, Associates, and Ernst & Young Corporate Finance LLC. Mr. Stanton holds a BS degree in Accounting from the University of Alabama and an MBA degree from Harvard Business School. He resides in New York with his family and serves as Trustee, Treasurer and Head of Finance and Endowment Committee of Christ Church United Methodist, a nonprofit organization. He also serves as Board of Visitors at the University of Alabama, College of Commerce.

Ernest D. Lyles II. Ernest serves as the Chief Financial Officer of Focus Impact Acquisition Corp., a special purpose acquisition corporation, (Nasdaq: FIAC), which has entered into a business combination agreement with DevvStream Holdings Inc. Ernest is also the CEO of The HiGro Group, a mission driven private equity firm focused on buyout investing in the lower middle market, which he founded in 2016. As CEO, Ernest oversees all aspects of the firm including investment activities, growth initiatives and talent management. Additionally, he serves as a board observer of EMSAR and lead director of DRS Imaging Services, two HiGro portfolio companies. Prior to founding The HiGro Group, Ernest spent a decade as an investment banker with UBS Investment Bank where his tenure included advising the world's most notable corporations and private equity firms. As the head of technology and business services at UBS Investment Bank, Ernest became the most senior African-American investment banker within the firm's industry coverage groups.

Ernest serves as a director on the boards of the Citizens Committee for New York, Scan / Harbor and Manhattan Country School. Ernest also is a member of the New York Economic Club and Founder of the UTULIVU Group, a mission driven non-profit focused on the continuity of holistic achievement by high performing Black men. Ernest attended The Howard University School of Law in Washington DC and Shepherd University in West Virginia.

Wray T. Thorn. Wray is a Partner and Co-Founder of Focus Impact Partners, LLC and currently serves as the Chief Investment Officer of Focus Impact Acquisition Corp., a special purpose acquisition corporation, (Nasdaq: FIAC), which has entered into a business combination agreement with DevvStream Holdings Inc. Wray is also the Founder and Chief Executive of Clear Heights Capital, a private investment firm committed to helping companies realize their growth and development objectives. Wray is deeply involved in building and leading businesses to source, structure, finance and make private investments as well as helping companies, organizations and executives realize their growth and development objectives. With over two decades of experience as a Chief Investment Officer, investment leader and lead director, Wray has firsthand knowledge of investment firm leadership, private investing and company value creation. Wray has also been at the forefront of proactive ESG principals, putting people first in private investing as well as applying data and technology to innovate private investing.

Prior to founding Clear Heights Capital, Wray was Managing Director and Chief Investment Officer—Private Investments at Two Sigma Investments. Wray architected and led the firm's private equity (Sightway Capital), venture capital (Two Sigma Ventures) and impact (Two Sigma Impact) investment businesses as Chief Executive and Chief Investment Officer of TSPI, LP and Chair & Venture Partner of TSV. During his 9-year tenure, Wray grew the private investment businesses to nearly $4 billion in AUM and 90 team members, with the dual objectives of building differentiated direct private investment businesses that capitalized on Two Sigma's capabilities in data science and technology through which a portion of the firm's proprietary capital could be invested alongside external investor capital.

Before Two Sigma, Wray was a Senior Managing Director with Marathon Asset Management, where he was a senior member of the investment team, developed the firm's private equity investment activities and played a role in many new business opportunities and capital formation initiatives for the firm. Prior to joining Marathon, Wray evaluated and executed management buyout transactions as a Director with Fox Paine & Co. and as a Principal at Dubilier & Co. Wray began his career in the financial analyst program at Chemical Bank (today, J.P. Morgan) as an Associate in the Acquisition Finance Group.

Wray has been involved in approximately 290 transactions, add-on acquisitions, realizations, corporate financings, fundraisings and other principal transactions with aggregate consideration in excess of $32 billion, including direct private equity, venture and third-party managed fund investments representing more than $2.8 billion in invested capital. Wray has been a part of driving shareholder value creation and corporate growth as member of boards and committees of more than 30 companies and investment funds, across industries including technology, financial services, education, consumer services and real assets.

Wray is committed to giving back to the community, serving as Co-Chair of the Board of Youth, INC, as a grant monitor and event committee chair for Hour Children, as an Associate of the Harvard College Fund and previously as the founding President of the Saint Stephen of Hungary School Foundation. In his 15+ years working with Youth, INC, a venture philanthropy organization in New York City, Wray has engaged in many aspects of the organization's growth and development including recruiting senior leadership, leading strategic planning initiatives, chairing the governance and compensation committees and being a part of raising more than $100 million to transform the lives of NYC youth by empowering more than 175 grass-roots non-profits that serve them. Wray earned an A.B. from Harvard University.

There is no family relationship between Messrs, Stanton, Lyles, Thorn and Carter and Ms. Simms and any director or executive officer of the Company. Additionally, Messrs. Stanton, Lyles, Thorn and Carter and Ms. Simms will not be compensated by the Company for their service as officers or directors.

In connection with their appointment as officers or directors, Messrs. Stanton, Lyles, Thorn and Carter, and Ms. Simms entered into an indemnity agreement and a joinder agreement to the Letter Agreement filed as Exhibit 10.2 to the Current Report on form 8-K filed by the Company with the SEC on October 7, 2021.

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

On November 3, 2023, the Company changed its corporate name to "Focus Impact BH3 Acquisition Company", pursuant to an amendment to its amended and restated certificate of incorporation (the “Amendment”) filed with the Delaware Secretary of State on November 3, 2023 (the “Name Change”). Pursuant to Delaware law, a stockholder vote was not necessary to effectuate the Name Change and it does not affect the rights of the Company’s stockholders.

A copy of the Amendment is filed as Exhibit 3.1 to this Report in the form of Exhibit 10.6 to the Current Report on form 8-K filed by the Company with the SEC on October 7, 2021.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
3.1	Amendment to Amended and Restated Certificate of Incorporation of Focus Impact BH3 Acquisition Company, as of November 3, 2023
10.1	Subscription Agreement, dated November 2, 2023, by and among Crixus BH3 Acquisition Company, Focus Impact BHAC Sponsor, LLC and Polar Multi-Strategy Master Fund.
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, 2023

FOCUS IMPACT BH3 ACQUISITION COMPANY

By: /s/Carl Stanton
Name: Carl Stanton
Title: Chief Executive Officer

Exhibit 3.1

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
CRIXUS BH3 ACQUISITION COMPANY

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, the undersigned, being an authorized officer of Crixus BH3 Acquisition Company, a Delaware corporation (the "Company"), hereby certifies the following:

FIRST: The name of the Company is Crixus BH3 Acquisition Company.

SECOND: The (i) original Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on February 23, 2021; and (ii) Amended and Restated Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on October 4, 2021.

THIRD: The Amended and Restated Certificate of Incorporation of the Company is hereby amended to change ARTICLE I thereof, relating to the name of the Company. Accordingly, ARTICLE I of the Certificate of Incorporation shall be amended to read in its entirety as follows:

ARTICLE I
NAME

The name of the corporation is Focus Impact BH3 Acquisition Company (the "**Corporation**").

FOURTH: This amendment to the Certificate of Incorporation of the Company was approved by the Board of Directors of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment to be duly executed this 3rd day of November 2023.

CRIXUS BH3 ACQUISITION COMPANY

By: /s/ Carl Stanton
Name: Carl Stanton
Title: Chief Executive Officer

Exhibit 10.1

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "**Agreement"**) is made and entered into effectively as of November 3, 2023 (the "**Effective Date**"), by, between and among Polar Multi-Strategy Master Fund (the "**Investor**"), Crixus BH3 Acquisition Company, a Delaware corporation ("**SPAC**"), and Focus Impact BHAC Sponsor, LLC, a Delaware limited liability company ("**Sponsor**"). Investor, SPAC and Sponsor are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, SPAC is a special purpose acquisition company that closed on its initial public offering on October 7, 2021, with 18 months to complete an initial business combination (the "**De- SPAC**");

WHEREAS, on each of December 7, 2022 and September 29, 2023, SPAC held a special meeting of stockholders during which SPAC's stockholders approved a proposal to extend the date by which the SPAC must consummate the De-SPAC from December 8, 2022 to July 31, 2024;

WHEREAS, as of the date of this Agreement, SPAC has not completed the De-SPAC;

WHEREAS, SPAC is seeking to raise $1,200,000 from existing SPAC investors to cover working capital expenses and certain extension payments;

WHEREAS, pursuant to the terms and conditions of this Agreement, Investor has agreed to fund up to $1,200,000 to SPAC (the "**Capital Contribution**");

WHEREAS, SPAC will pay a return of capital to Investor at the closing of the De-SPAC transaction (the "**De-SPAC Closing**"), in accordance with Article 2 below; and

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and the representations, warranties, covenants and agreement contained in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

SUBSCRIPTION AND RETURN OF CAPITAL

1.1 **Capital Calls**. From time to time, the SPAC will request funds from the Investor for working capital purposes, on at least five (5) calendar days' prior written notice (a "**Capital Notice**"), against the Capital Contribution (each, a "**Capital Call**") subject to the following conditions:

1.1.1 The Capital Notice to the Investor shall include the amount requested by the SPAC;

1.1.2 The aggregate amount of the Capital Calls shall not exceed the Capital Contribution;

1.1.3 An initial Capital Call (the date on which funded, the "**Closing**") of $850,000 of the Capital Contribution may be called by the SPAC on the date hereof;

1.1.4 A Capital Call of up to $250,000 of the Capital Contribution may be called after the date the SPAC announces a definitive agreement related to a De-SPAC; and

1.1.5 A Capital Call of up to $100,000 of the Capital Contribution may be called after the date of a filing of a registration statement in relation to a De-SPAC.

For greater certainty, SPAC has the right but no obligations to make Capital Call(s) in its sole discretion, and no Capital Calls may be made after the termination or expiry of this Agreement. All Capital Call funding shall be made by the Investor to the SPAC.

1.2 **Subscription**. In consideration of the Capital Call(s) funded by the Investor (the "**Funded Capital Contribution**"), at the De-SPAC Closing, SPAC will issue one (1) share of SPAC's common stock ("**Common Stock**") for each dollar of the Capital Contribution that has been funded as of or prior to the De-SPAC Closing to the Investor ("**Subscription Shares**"). Such issuance will be completed no later than two (2) business days following the De-SPAC Closing.

1.3 **Restrictions**. The Investor Shares (as defined below) shall not be subject to any transfer restrictions or any other lock-up provisions, forfeiture, earn outs, or other contingencies, other than those imposed by the securities laws.

1.4 **Registration**. The Subscription Shares shall promptly be registered for resale pursuant to the first registration statement filed by the SPAC or the surviving entity following the De-SPAC Closing, which shall be filed no later than 30 days after the De-SPAC Closing and declared effective no later than 90 days after the De-SPAC Closing (the "**Registration Requirement**"). The Sponsor shall not sell, transfer, or otherwise dispose of any SPAC securities owned by the Sponsor until the Capital Contribution has been repaid to the Investor, the Investor Shares have been issued to the Investor and the Registration Requirement has been complied with.

1.5 **Terms of Contribution**. Within five (5) business days of the De-SPAC Closing, the Funded Capital Contribution will be paid by the SPAC to the Investor as a return of Capital. If the SPAC defaults on its obligation return the Funded Capital Contribution to the Investor, the Sponsor shall be liable for such payment. The Investor may elect at the De-SPAC Closing to receive such payments in cash or shares of Common Stock. If the Investor elects to receive such repayment in Common Stock, then SPAC (or the surviving entity following the De-SPAC Closing) will issue to the Investor, shares of the SPAC's Common Stock at a rate of one (1) share of Common Stock for each $10 of Funded Capital Contribution hereunder. If the SPAC liquidates without consummating a De-SPAC, any amounts remaining in the SPAC's cash accounts, not including the SPAC's trust account, will be paid to the Investor within five (5) days of the liquidation, up to the amount of the Capital Contribution in full satisfaction of any amounts due hereunder.

1.6 **Default.** In the event that SPAC defaults in its obligations under Section 1.2, 1.3, 1.4 or 1.5 of this Agreement and in the event that such default continues for a period of five (5) business days following written notice to the SPAC (the "**Default Date**"), SPAC shall immediately issue to Investor 0.1 shares of SPAC Common Stock per dollar of Funded Capital Contribution (the "**Default Shares**" and together with the Subscription Shares, the "**Investor Shares**") on the Default Date and shall issue an additional 0.1 Default Shares per dollar of Funded Capital Contribution each monthly anniversary of the Default Date thereafter, until the default is cured; provided however, that in no event will SPAC issue any Default Shares to Investor that would result in Investor (together with any other persons whose beneficial ownership of SPAC's Common Stock would be aggregated with Investor's for purposes of Section 13(d) or Section 16 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the applicable regulations of the Securities and Exchange Commission, including any "group" of which Investor is a member) beneficially owning more than 19.9% of the outstanding shares of SPAC Common Stock ("**Transfer Limit**"); provided further than any Default Shares that were not issued to Investor because the issuance of such shares would have exceeded the Transfer Limit shall be promptly issued to Investor upon written request from Investor to extent that, at the time of such request, such issuance would no longer exceed the Transfer Limit. Any such Default Shares received pursuant to this Section 1.6 shall be subject to the Registration Requirement if a registration statement is not effective at the time the Default Shares are issued to Investor, and if a registration statement has been declared effective, such Default Shares shall be promptly registered for resale, and in any event will be registered for resale within 30 days of issuance. In the event that Investor notifies Sponsor and SPAC of any default pursuant to this Section 1.6, Sponsor shall not sell, transfer, or otherwise dispose of any SPAC securities owned by the Sponsor until such default is cured.

1.7 **Wiring Instructions**. At the Closing, and upon each Capital Call, Investor shall advance the Capital Contribution proceeds to SPAC by wire transfer of immediately available funds pursuant to the wiring instructions separately provided.

1.8 **Reimbursement.** On the De-SPAC Closing, SPAC will pay the Investor an amount equal to the reasonable attorney fees incurred by the Investor in connection with this Agreement, not to exceed $5,000.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to each other Party as of the date of this Agreement and as of the Closing that:

2.1 **Authority.** Such Party has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution, delivery and performance by the Party of this Agreement and, upon issuance of the Investor Shares, such issuance will have been duly authorized by all necessary action on the part of the relevant Party. This Agreement will be valid and binding on each Party and enforceable against such Party in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer or conveyance, moratorium or similar laws affecting the enforcement of creditors rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

2.2 **Acknowledgement.** Each Party acknowledges and agrees that the issuance of the Investor Shares has not been registered under the Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws and the Investor represents that, as applicable, it (a) is acquiring the Investor Shares pursuant to an exemption from registration under the Securities Act with no present intention to distribute them to any person in violation of the Securities Act or any applicable U.S. state securities laws, (b) will not sell or otherwise dispose of any of the Investor Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws, (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the investment and related economic terms hereunder and of making an informed investment decision, and has conducted a review of the business and affairs of the SPAC that it considers sufficient and reasonable for purposes of making the investment and subscription, and (d) is an "**accredited investor**" (as that term is defined by Rule 501 under the Securities Act). Each Party acknowledges and agrees that the Capital Contribution will not be treated as indebtedness for U.S. tax purposes.

2.3 **Trust Waiver**. Investor acknowledges that the SPAC is a blank check company with the powers and privileges to effect a business combination and that a trust account has been established by the SPAC in connection with its initial public offering ("**Trust Account**"). Investor waives any and all right, title and interest, or any claim of any kind it now has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account for any claims in connection with, as a result of, or arising out of this Agreement; provided, however, that nothing in this Section 2.3 shall (a) serve to limit or prohibit Investor's right to pursue a claim against the SPAC for legal relief against assets outside the Trust Account, for specific performance or other relief, (b) serve to limit or prohibit any claims that Investor may have in the future against the SPAC's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account to SPAC in connection the De-SPAC Closing and any assets that have been purchased or acquired with any such funds), or (c) be deemed to limit Investor's right, title, interest or claim to the Trust Account by virtue of Investor's record or beneficial ownership of securities of the SPAC acquired by any means other than pursuant to this Agreement, including but not limited to any redemption right with respect to any such securities of the SPAC.

2.4 **Restricted Securities**. Investor hereby represents, acknowledges and warrants its representation of, understanding of and confirmation of the following:

- Investor realizes that, unless subject to an effective registration statement, the Investor Shares cannot readily be sold as they will be restricted securities and therefore the Investor Shares must not be accepted unless Investor has liquid assets sufficient to assure that Investor can provide for current needs and possible personal contingencies;

- Investor understands that, following the De-SPAC Closing, SPAC (or the surviving company) will be a former "shell company" as contemplated under paragraph (i) of Rule 144, regardless of the amount of time that the Investor holds the Investor Shares, sales of the Investor Shares may only be made under Rule 144 upon the satisfaction of certain conditions, including that SPAC is no longer a "shell company" and that SPAC has not been a "shell company" for at least the last 12 months—i.e., that no sales of Investor Shares can be made pursuant to Rule 144 until at least 12 months after the De-SPAC Closing; and SPAC has filed with the United States Securities and Exchange Commission, during the 12 months preceding the sale, all quarterly and annual reports required under the Exchange Act;

- Investor confirms and represents that it is able (i) to bear the economic risk of an investment in the Investor Shares, (ii) to hold the Investor Shares for an indefinite period of time, and (iii) to afford a complete loss of its investment in the Investor Shares; and

- Investor understands and agrees that, until the Investor Shares have been sold pursuant to an effective registration statement or valid exemption therefrom, a legend will be placed on any certificate(s), book entry interests or other document(s) evidencing the Investor Shares in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES ACT. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR

HYPOTHECATED UNLESS (I) THEY SHALL HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACT, OR (II) AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT OF 1933, AS AMENDED, EXISTS."

The SPAC shall take all steps necessary in order to remove the legend referenced in the preceding paragraph from the Investor Shares immediately following the their valid resale, and shall consider in good faith the removal of the legend upon the effectiveness of the resale registration statement.

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ARTICLE III

MISCELLANEOUS

3.1 **Severability.** In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability in the jurisdiction where such provisions have been held to be invalid, illegal, or unenforceable.

3.2 **Titles and Headings.** The titles and section headings in this Agreement are included strictly for convenience purposes.

3.3 **No Waiver.** It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

3.4 **Term of Obligations.** The term of this Agreement shall expire (6) months after the De-SPAC Closing or (ii) five (5) business days following the liquidation of SPAC. However, the obligations set forth herein that are intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement, including for the avoidance of doubt, the registration obligations set forth in Section 1.4, the default provision set forth in Section 1.6 and the indemnity obligations set forth in Section 3.13.

3.5 **Governing Law; Submission to Jurisdiction**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. Each Party (a) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, the United States District Court for the District of Delaware (collectively, the "**Courts**"), for purposes of any action, suit or other proceeding arising out of this Agreement; and (b) agrees not to raise any objection at any time to the laying or maintaining of the venue of any such action, suit or proceeding in any of the Courts, irrevocably waives any claim that such action, suit or other proceeding has been brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such action, suit or other proceeding, that such Court does not have any jurisdiction over such Party. Any Party may serve any process required by such Courts by way of notice.

3.6 **WAIVER OF JURY TRIAL**. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

3.7 **Entire Agreement**. This Agreement contains the entire agreement between the parties and supersedes any previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. No modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon either party, unless mutually approved in writing.

3.8 **Counterparts.** This Agreement may be executed in counterparts (delivered by email or other means of electronic transmission), each of which shall be deemed an original and which, when taken together, shall constitute one and the same document.

3.9 **Notices.** All notices, consents, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (i) in person, (ii) by electronic means, with affirmative confirmation of receipt, (iii) one business day after being sent, if sent by reputable, nationally recognized overnight courier service or (iv) three (3) business days after being mailed, if sent by registered or certified mail, pre-paid and return receipt requested, in each case to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice.

If to Investor:

POLAR MULTI-STRATEGY MASTER FUND

c/o Mourant Governance Services (Cayman) Limited
94 Solaris Avenue Camana Bay
PO Box 1348
Grand Cayman KY1-1108 Cayman Islands

With a mandatory copy to:
Polar Asset Management Partners Inc. 16 York Street, Suite 2900
Toronto, ON M5J 0E6
Attention: Legal Department, Ravi Bhat / Jillian Bruce

E-mail: legal@polaramp.com / rbhat@polaramp.com / jbruce@polaramp.com

If to SPAC or Sponsor:

CRIXUS BH3 ACQUISITION COMPANY

1345 Avenue of the Americas New York, NY 10105

If to Sponsor:

FOCUS IMPACT BHAC SPONSOR, LLC

1345 Avenue of the Americas New York, NY 10105

In each case, with a mandatory copy to: Kirkland & Ellis LLP

601 Lexington Avenue New York, NY 10022
Attn: Peter Seligson, P.C.
E-mail: peter.seligson@kirkland.com

3.10 **Binding Effect; Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by operation of law or otherwise without the prior written consent of the other Parties, and any assignment without such consent shall be null and void; provided that no such assignment shall relieve the assigning Party of its obligations hereunder.

3.11 **Third Parties**. Nothing contained in this Agreement or in any instrument or document executed by any Party in connection with the transactions contemplated hereby shall create any rights in or be deemed to have been executed for the benefit of, any person or entity that is not a Party hereto or thereto or a successor or permitted assign of such a Party.

3.12 **Specific Performance**. Each Party acknowledges that the rights of each Party to consummate the transactions contemplated hereby are unique, recognizes and affirms that in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Parties may have not adequate remedy at law, and agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed by an applicable Party in accordance with their specific terms or were otherwise breached. Accordingly, each Party shall be entitled to seek an injunction or restraining order to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions hereof, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such Party may be entitled under this Agreement, at law or in equity.

3.13 **Indemnification**. SPAC and Sponsor agree to indemnify and hold harmless Investor, its affiliates and its assignees and their respective directors, officers, employees, agents and controlling persons (each such person being an "**Indemnified Party**") from and against any and all losses (but excluding financial losses to an Indemnified Party relating to the economic terms of this Agreement or its ownership of the Investor Shares), claims, damages and liabilities (or actions in respect thereof), joint or several, incurred by or asserted against such Indemnified Party by any person not party to this Agreement arising out of, in connection with, or relating to, the execution or delivery of this Agreement, the performance by the SPAC and Sponsor of their respective obligations hereunder, the consummation of the transactions contemplated hereby; provided that neither SPAC nor Sponsor will be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense is found in a non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's material breach of this Agreement or from such Indemnified Party's willful misconduct, bad faith, fraud or gross negligence. In addition (and in addition to any other reimbursement of legal fees contemplated by this Agreement), SPAC will reimburse any Indemnified Party for all reasonable, documented, out-of-pocket, expenses (including reasonable, documented counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of SPAC.

[Remainder of page intentionally left blank; signature page follows]

The Parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

SPAC:
Crixus BH3 Acquisition Company

By: /s/ Wray Thorn
Name: Wray Thorn
Title: Authorized signatory

SPONSOR:
Focus Impact BHAC Sponsor, LLC

By: /s/ Wray Thorn
Name: Wray Thorn
Title: Authorized signatory

INVESTOR:
POLAR MULTI-STRATEGY MASTER FUND
By its investment advisor
Polar Asset Management Partners Inc.

By: /s/ Michelle Li
Name: Michelle Li
Title: Director, OCOO

By: /s/ Aatifa Ibrahim
Name: Aatifa Ibrahim
Title: Legal Counsel

Document and Entity Information	Nov. 02, 2023
Entity Listings [Line Items]	
Document Type	8-K
Amendment Flag	false
Document Period End Date	Nov. 02, 2023
Current Fiscal Year End Date	--12-31
Entity File Number	001-40868
Entity Registrant Name	Focus Impact BH3 Acquisition Company
Entity Central Index Key	0001851612
Entity Incorporation, State or Country Code	DE
Entity Tax Identification Number	86-2249068
Entity Address, Address Line One	1345 Avenue of the Americas
Entity Address, Address Line Two	33rd Floor
Entity Address, City or Town	New York
Entity Address, State or Province	NY
Entity Address, Postal Zip Code	10105
City Area Code	212
Local Phone Number	213-0243
Entity Emerging Growth Company	true
Entity Ex Transition Period	false
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
Pre-commencement Issuer Tender Offer	false
Units, each consisting of one share of Class A Common Stock and one-half of one Warrant [Member]	
Entity Listings [Line Items]	
Title of 12(b) Security	Units, each consisting of one share of Class A Common Stock and one-half of one Warrant
Trading Symbol	BHACU
Security Exchange Name	NASDAQ
Common Class A [Member]	
Entity Listings [Line Items]	
Title of 12(b) Security	Class A Common Stock, par value $0.0001 per share
Trading Symbol	BHAC
Security Exchange Name	NASDAQ
Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of $11.50 [Member]	
Entity Listings [Line Items]	
Title of 12(b) Security	Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of $11.50

Trading Symbol	BHACW
Security Exchange Name	NASDAQ

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      "documentation": "Name of the City or Town"
     }
    }
   },
   "auth_ref": []
  },
  "dei_EntityAddressAddressLine2": {
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   "nsuri": "http://xbrl.sec.gov/dei/2023",
   "localname": "EntityAddressAddressLine2",
   "presentation": [
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   ],
   "lang": {
    "en-us": {
     "role": {
      "label": "Entity Address, Address Line Two",
      "documentation": "Address Line 2 such as Street or Suite number"
     }
    }
   },
   "auth_ref": []
  },
  "dei_CoverAbstract": {
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   "nsuri": "http://xbrl.sec.gov/dei/2023",
   "localname": "CoverAbstract",
   "lang": {
    "en-us": {
     "role": {
      "label": "Cover [Abstract]",
      "documentation": "Cover page."
     }
    }
   },
   "auth_ref": []
  },
  "dei_EntityListingsTable": {
   "xbrltype": "stringItemType",
   "nsuri": "http://xbrl.sec.gov/dei/2023",
   "localname": "EntityListingsTable",
   "presentation": [
    "http://focus-impact.com/role/DocumentAndEntityInformation"
   ],
   "lang": {
    "en-us": {
     "role": {
      "label": "Entity Listings [Table]",
      "documentation": "Container for exchange listing information for an entity"
     }
    }
   },
   "auth_ref": []
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  "bhac_WarrantsEachWholeWarrantExercisableForOneShareOfClassACommonStockAtAnExercisePriceOf1150Member": {
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   "localname": "WarrantsEachWholeWarrantExercisableForOneShareOfClassACommonStockAtAnExercisePriceOf1150Member",
   "presentation": [
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   ],
   "lang": {
    "en-us": {
     "role": {
      "label": "Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of $11.50 [Member]"
     }
    }
   },
   "auth_ref": []
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  "us-gaap_CommonClassAMember": {
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   "localname": "CommonClassAMember",
   "presentation": [
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   "lang": {
    "en-us": {
     "role": {
      "label": "Common Class A [Member]"
     }
    }
   },
   "auth_ref": []
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  "dei_DocumentType": {
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   "localname": "DocumentType",
   "presentation": [
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   "lang": {
    "en-us": {
     "role": {
      "label": "Document Type",
      "documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'."
     }
    }
   },
   "auth_ref": []
  },
  "dei_EntityAddressPostalZipCode": {
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   "localname": "EntityAddressPostalZipCode",
   "presentation": [
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   ],
   "lang": {
    "en-us": {
     "role": {
      "label": "Entity Address, Postal Zip Code",
      "documentation": "Code for the postal or zip code"
     }
    }
   },
   "auth_ref": []
  },
  "bhac_UnitsEachConsistingOfOneShareOfClassACommonStockAndOneHalfOfOneWarrantMember": {
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   "localname": "UnitsEachConsistingOfOneShareOfClassACommonStockAndOneHalfOfOneWarrantMember",
   "presentation": [
    "http://focus-impact.com/role/DocumentAndEntityInformation"
   ],
   "lang": {
    "en-us": {
     "role": {
      "label": "Units, each consisting of one share of Class A Common Stock and one-half of one Warrant [Member]"
     }
    }
   },
   "auth_ref": []
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   "localname": "CityAreaCode",
   "presentation": [
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   "lang": {
    "en-us": {
     "role": {
      "label": "City Area Code",
      "documentation": "Area code of city"
     }
    }
   },
   "auth_ref": []
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  "dei_EntityFileNumber": {
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Entity File Number",
       "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen."
      }
     }
    },
    "auth_ref": []
   },
   "dei_PreCommencementTenderOffer": {
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    "localname": "PreCommencementTenderOffer",
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      "role": {
       "label": "Pre-commencement Tender Offer",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act."
      }
     }
    },
    "auth_ref": [
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   },
   "dei_SolicitingMaterial": {
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    "nsuri": "http://xbrl.sec.gov/dei/2023",
    "localname": "SolicitingMaterial",
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Soliciting Material",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as soliciting material pursuant to Rule 14a-12 under the Exchange Act."
      }
     }
    },
    "auth_ref": [
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    ]
   },
   "dei_PreCommencementIssuerTenderOffer": {
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    "nsuri": "http://xbrl.sec.gov/dei/2023",
    "localname": "PreCommencementIssuerTenderOffer",
    "presentation": [
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    "lang": {
     "en-us": {
      "role": {
       "label": "Pre-commencement Issuer Tender Offer",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act."
      }
     }
    },
    "auth_ref": [
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    ]
   },
   "us-gaap_ClassOfStockDomain": {
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    "nsuri": "http://fasb.org/us-gaap/2023",
    "localname": "ClassOfStockDomain",
    "presentation": [
     "http://focus-impact.com/role/DocumentAndEntityInformation"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Class of Stock [Domain]"
      }
     }
    },
    "auth_ref": []
   },
   "dei_NoTradingSymbolFlag": {
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    "nsuri": "http://xbrl.sec.gov/dei/2023",
    "localname": "NoTradingSymbolFlag",
    "presentation": [
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "No Trading Symbol Flag",
       "documentation": "Boolean flag that is true only for a security having no trading symbol."
      }
     }
    },
    "auth_ref": []
   },
   "dei_DocumentPeriodEndDate": {
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    "nsuri": "http://xbrl.sec.gov/dei/2023",
    "localname": "DocumentPeriodEndDate",
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     "http://focus-impact.com/role/DocumentAndEntityInformation"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Document Period End Date",
       "documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period.  The format of the date is YYYY-MM-DD."
      }
     }
    },
    "auth_ref": []
   },
   "dei_WrittenCommunications": {
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    "lang": {
     "en-us": {
      "role": {
       "label": "Written Communications",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act."
      }
     }
    },
    "auth_ref": [
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    ]
   },
   "dei_EntityEmergingGrowthCompany": {
    "xbrltype": "booleanItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2023",
    "localname": "EntityEmergingGrowthCompany",
    "presentation": [
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Entity Emerging Growth Company",
       "documentation": "Indicate if registrant meets the emerging growth company criteria."
      }
     }
    },
    "auth_ref": [
     "r1"
    ]
   },
   "us-gaap_StatementClassOfStockAxis": {
    "xbrltype": "stringItemType",
    "nsuri": "http://fasb.org/us-gaap/2023",
    "localname": "StatementClassOfStockAxis",
    "presentation": [
     "http://focus-impact.com/role/DocumentAndEntityInformation"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Class of Stock [Axis]"
      }
     }
    },
    "auth_ref": []
   }
  }
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   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "b"
  },
  "r1": {
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   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "b-2"
  },
  "r2": {
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   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "d1-1"
  },
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   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "13e",
   "Subsection": "4c"
  },
  "r4": {
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   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "14d",
   "Subsection": "2b"
  },
  "r5": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Section": "14a",
   "Number": "240",
   "Subsection": "12"
  },
  "r6": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Securities Act",
   "Number": "230",
   "Section": "425"
  },
  "r7": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Securities Act",
   "Number": "7A",
   "Section": "8",
   "Subsection": "2"
  }
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