

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: **2024-11-12**
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SUBJECT COMPANY

INTEGRATED RAIL & RESOURCES ACQUISITION CORP

CIK: **1854795** | IRS No.: **862581754** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **425** | Act: **34** | File No.: **001-41048** | Film No.: **241443717**
SIC: **6770** Blank checks

Mailing Address

400 W. MORSE BLVD., SUITE 220
WINTER PARK FL 32789

Business Address

400 W. MORSE BLVD., SUITE 220
WINTER PARK FL 32789
(817) 737-5885

FILED BY

INTEGRATED RAIL & RESOURCES ACQUISITION CORP

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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): November 8, 2024

INTEGRATED RAIL AND RESOURCES ACQUISITION CORP.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of Incorporation)

001-41048

(Commission File No.)

86-2581754

(IRS Employer
Identification No.)

**400 W. Morse Boulevard, Suite 220
Winter Park, FL 32789**

(Address of principal executive offices and Zip Code)

Registrant's telephone number, including area code: **(321) 972-1583**

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 per share, and one-half of one redeemable warrant	OTC Pink: IRRXU	N/A
Class A common stock, par value \$0.0001	OTC Pink: IRRX	N/A
Warrants	OTC Pink: IRRXW	N/A

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

Amendment to Merger Agreement

As previously disclosed, on August 12, 2024, Integrated Rail and Resources Acquisition Corp., a Delaware corporation (“**SPAC**”) entered into an Agreement and Plan of Merger (the “**Merger Agreement**”) by and among (i) SPAC, (ii) Uinta Integrated Infrastructure Inc., a Delaware corporation (“**Holdings**”), (iii) Uinta Integrated Infrastructure Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Holdings (“**Lower Holdings**”), (iv) RR Integration Merger Co., a Delaware corporation and wholly owned subsidiary of Holdings (“**SPAC Merger Sub**”), (v) RRG Merger LLC, a Delaware limited liability company and wholly owned subsidiary of Lower Holdings (“**Company Merger Sub**,” and together with SPAC Merger Sub, the “**Merger Subs**”); the Merger Subs, SPAC, Lower Holdings and Holdings are collectively referred to herein as the “**SPAC Parties**”), (vi) Tar Sands Holdings II, LLC, a Utah limited liability company (the “**Company**”), and (vii) Endeavor Capital Group, LLC (the “**Company Member Representative**”) (each entity named in (i) through (vii) above, a “**Party**,” and collectively, the “**Parties**”).

On November 8, 2024, the parties to the Merger Agreement entered into an Amendment to and Waiver of Agreement and Plan of Merger (the “**Amendment**”) pursuant to which the parties agreed, among other things, to amend the Merger Agreement to (a) replace the SPAC Parties as follows: (i) Holdings will be replaced by Uinta Infrastructure Group Corp., a Delaware corporation (“**UIGC**”); (ii) Lower Holdings will be replaced by Uinta Lower Holdings, Inc., a Delaware corporation and wholly owned subsidiary of UIGC; (iii) SPAC Merger Sub will be replaced by Uinta Merger Co., a Delaware corporation and wholly owned subsidiary of UIGC; and (iv) Company Merger Sub will be replaced by Uinta Merger LLC, a Delaware limited liability company and wholly owned subsidiary of Lower Holdings, (b) permit the amendment of the SPAC Organizational Documents to accommodate the potential conversion of the SPAC Class B Common Stock to an equal number of SPAC Class A Common Stock at the option of the majority of the Class B Common Stock holders, and (c) waive any representations or interim covenants otherwise breached by transactions contemplated by the Amendment.

Amendment to Sponsor Support Agreement

As previously disclosed, on August 12, 2024, SPAC entered into a Sponsor Support Agreement (the “**Sponsor Support Agreement**”) by and among (i) SPAC, (ii) Holdings, and (iii) Sponsor.

On November 8, 2024, in connection with the Amendment, the parties to the Sponsor Support Agreement entered into an Amendment to Sponsor Support Agreement, pursuant to which the parties agreed, among other things, to replace Holdings with UIGC.

All terms used in this Item 1.01 and not defined herein shall have the meanings set forth in the Merger Agreement or Sponsor Support Agreement, as applicable. The foregoing summary of the Amendment and the Amendment to Sponsor Support Agreement do not purport to be complete and are qualified in their entirety by reference to the Amendment and Amendment to Sponsor Support Agreement, respectively, copies of which is filed as Exhibit 2.1 and 10.1 and are incorporated by reference herein.

Item 8.01 Other Events.

Stockholder Communication

SPAC has determined to postpone its special meeting of stockholders (the “**Special Meeting**”) that was originally scheduled for Tuesday, November 12, 2024 to Thursday, November 14, 2024 at 10:00 am Eastern Time in furtherance of its ongoing business objectives and

proposed business combination with the Company. As a result of the postponement of the Special Meeting, any stockholder seeking to demand redemption in connection with the Extension Amendment Proposal on the agenda for the Special Meeting must submit its written request to the transfer agent in accordance with the procedure specified in the proxy statement delivered to the Company's stockholders in connection with the Special Meeting prior to 5:00 pm Eastern Time on Tuesday, November 12, 2024.

On November 11, 2024, SPAC issued a press release announcing the aforementioned postponement. A copy of the press release is furnished herewith as Exhibit 99.1 and incorporated herein by reference.

Additional Information about the Business Combination and Where to Find It

This document relates to a proposed transaction between SPAC, the Company and the other parties to the Merger Agreement. This document does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The Parties intend to file a registration statement on Form S-4 with the SEC, which will include a document that serves as a proxy statement of SPAC and a prospectus for Holdings' securities, referred to as a proxy statement/prospectus. A proxy statement/prospectus will be sent to all SPAC stockholders. The Parties will file other documents relating to the proposed transaction with the SEC. Before making any voting decision, investors and security holders of SPAC are urged to read the registration statement, the proxy statement/prospectus and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction as they become available because they will contain important information about the proposed transaction.

Stockholders will also be able to obtain copies of the preliminary proxy statements, the definitive proxy statements and other documents filed with the SEC that will be incorporated by reference therein, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to SPAC at 400 W. Morse Boulevard, Suite 220, Winter Park, Florida 32789, Attention: Mark Michel, Chief Executive Officer, (347) 627-0058.

Participants in the Solicitation

The Company and SPAC and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from SPAC stockholders in connection with the proposed transaction. A list of the names of the directors and executive officers of SPAC and information regarding their interests in the business combination will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents as described in the preceding paragraph.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction.

Forward-Looking Statements

The information in this current report on Form 8-K includes "forward-looking statements" within the meaning of the federal securities laws with respect to the proposed transaction between the Company and SPAC. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target" or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts regarding the Company's business, net proceeds from the proposed transaction, potential benefits of the proposed transaction and the potential success of the Company's market and growth strategies, and expectations related to the terms and timing of the proposed transaction. These statements are based on various assumptions and on the current expectations of SPAC and the Company's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of SPAC and the Company. These forward-looking statements are subject to a number of risks and uncertainties, including: (i) the risk that the proposed transaction may not be completed in a timely manner or at all; (ii) the risk that the proposed transaction may not be completed by SPAC's business combination deadline and the potential failure to obtain an extension of the business combination

deadline if sought by SPAC; (iii) the failure to satisfy the conditions to the consummation of the proposed transaction, including the approval of the proposed transaction by the stockholders of SPAC and the receipt of certain governmental and regulatory approvals; (iv) the failure to realize the anticipated benefits of the proposed transaction; (v) the effect of the announcement or pendency of the proposed transaction on the Company's business relationships, performance, and business generally; (vi) the outcome of any legal proceedings that may be instituted against SPAC or the Company related to the business combination agreement or the proposed transaction; (vii) the ability to address the market opportunity for the Company's products and services; (viii) the risk that the proposed transaction may not generate the expected net proceeds for the combined company; (ix) the ability to implement business plans and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities; (x) the occurrence of any event, change or other circumstance that could give rise to the termination of the business combination agreement; (xi) the risk of downturns, new entrants and a changing regulatory landscape in the highly competitive industry in which the Company operates; and (xii) those factors discussed in SPAC's filings with the SEC under the headings "Risk Factors," and other documents of SPAC filed, or to be filed, with the SEC. If any of these risks materialize or the Company's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither SPAC nor the Company presently know or that SPAC and the Company currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect SPAC's and the Company's expectations, plans or forecasts of future events and views as of the date of this report. While SPAC and the Company may elect to update these forward-looking statements at some point in the future, each specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing SPAC's and the Company's assessments as of any date subsequent to the date of this press report. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibit is attached to this Current Report on Form 8-K:

Exhibit No.	Exhibit Title or Description
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2.1	Amendment to and Waiver of Agreement and Plan of Merger, dated as of November 8, 2024
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10.1	Amendment to Sponsor Support Agreement, dated as of November 8, 2024
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99.1	Press Release, dated November 11, 2024
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104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
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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.

INTEGRATED RAIL AND RESOURCES ACQUISITION CORP.

Dated: November 12, 2024

By: /s/ Mark A. Michel

Name: Mark A. Michel

Title: Chief Executive Officer

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AMENDMENT TO AND WAIVER OF AGREEMENT AND PLAN OF MERGER

This AMENDMENT TO AND WAIVER OF AGREEMENT AND PLAN OF MERGER (this “*Amendment*”) is made and entered into as of November 8, 2024, by and among **INTEGRATED RAIL AND RESOURCES ACQUISITION CORP.**, a Delaware corporation (“*SPAC*”), **UINTA INTEGRATED INFRASTRUCTURE INC.**, a Delaware corporation (“*Holdings*”), **UINTA INTEGRATED INFRASTRUCTURE HOLDINGS, INC.**, a Delaware corporation (“*Lower Holdings*”), **RR INTEGRATION MERGER CO.**, a Delaware corporation (“*SPAC Merger Sub*”), **RRG MERGER LLC**, a Delaware limited liability company (“*Company Merger Sub*”), **TAR SANDS HOLDINGS II, LLC**, a Utah limited liability company (the “*Company*”), and **ENDEAVOUR CAPITAL GROUP, LLC**, a Utah limited liability company (“*Company Member Representative*” and, collectively with SPAC, Holdings, Lower Holdings, SPAC Merger Sub, Company Merger Sub, and the Company, the “*Parties*” and each a “*Party*”). Unless otherwise specifically defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Merger Agreement.

WHEREAS, the Parties entered into that certain Agreement and Plan of Merger, dated as of August 12, 2024 (as amended and modified from time to time, the “*Merger Agreement*”), and desire to amend the Merger Agreement as set forth below;

WHEREAS, the Parties intend to replace Holdings, Lower Holdings, SPAC Merger Sub and Company Merger Sub as follows: (i) Holdings will be replaced by Uinta Infrastructure Group Corp., a Delaware corporation (“*UIGC*”); (ii) Lower Holdings will be replaced by Uinta Lower Holdings, Inc., a Delaware corporation and wholly owned subsidiary of UIGC; (iii) SPAC Merger Sub will be replaced by Uinta Merger Co., a Delaware corporation and wholly owned subsidiary of Lower Holdings; and (iv) Company Merger Sub will be replaced by Uinta Merger LLC, a Delaware limited liability company and wholly owned subsidiary of Lower Holdings;

WHEREAS, SPAC desires to convert each share of SPAC Class B Common Stock into one share of SPAC Class A Common Stock (the “*Conversion*”);

WHEREAS, pursuant to Section 10.10 of the Merger Agreement, the Merger Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing by the Parties executed in the same manner as the Agreement and which makes reference to the Agreement; and

WHEREAS, in connection with the foregoing, the Parties desire to amend the Merger Agreement and waive certain restrictions and other obligations in the Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Amendment to and Waiver of Merger Agreement Terms.

1.1 Conduct of Business of the SPAC Parties; Waiver. Each of the Company and the Company Member Representative hereby, in each case solely with respect to the replacement of the SPAC Parties and the Conversion as set forth herein, (a) grants its prior consent to the execution and delivery of this Amendment and the transactions contemplated hereby, to the extent such actions require consent pursuant to Article VI of the Merger Agreement, including, without limitation, Section 6.02 thereof and (b) waives any breaches of any of the representations and warranties contained in Articles III and IV to the extent such breaches arise out of the transactions contemplated hereby, including, without limitation, Sections 3.06 and 4.11 thereof.

1.2 Definitions. Each of the Parties hereby agrees that the following definitions shall be replaced *mutatis mutandis* throughout the Merger Agreement:

(a) “*Holdings*” means Uinta Infrastructure Group Corp., a Delaware corporation;

(b) “*Lower Holdings*” means Uinta Lower Holdings Inc., a Delaware corporation;

(c) “*SPAC Merger Sub*” means Uinta Integration Merger Co., a Delaware corporation; and

(d) “*Company Merger Sub*” means Uinta Merger LLC, a Delaware limited liability company.

2. Miscellaneous.

2.1 No Further Amendment. Except as expressly waived, modified, and superseded by this Amendment, the terms, representations, warranties, covenants and other provisions of the Merger Agreement are and shall continue to be in full force and effect in accordance with their respective terms. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Merger Agreement or any of the documents referred to therein. This Amendment shall form an integral and inseparable part of the Merger Agreement, and the Merger Agreement and this Amendment shall be read and construed together as one agreement and supersedes all prior agreements, arrangements, contracts, discussions, negotiations, undertakings and understanding, whether written or oral, among the Parties with respect to the matters specified herein. From and after the date of this Amendment, each reference in the Merger Agreement to “this Agreement,” “hereof,” “hereunder” or words of like import, and all references to the Merger Agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind of nature (other than in this Amendment or as otherwise expressly provided) will be deemed to mean the Merger Agreement, as amended by this Amendment, whether or not this Amendment is expressly referenced (it being understood that all references to “the date hereof” or “the date of this Agreement” shall continue to refer to August 12, 2024).

2.2 Other Terms. The provisions of Article X of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

**INTEGRATED RAIL AND RESOURCES
ACQUISITION CORP.**

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Chief Executive Officer

**UINTA INTEGRATED INFRASTRUCTURE
INC.**

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Director

**UINTA INTEGRATED INFRASTRUCTURE
HOLDINGS INC.**

By: /s/ Mark A. Michel
Uinta Integrated Infrastructure Inc.
Name: Mark A. Michel
Title: President, Secretary and Treasurer

RR INTEGRATION MERGER CO.

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Chairman, President and Secretary

RR MERGER LLC

By: /s/ Mark A. Michel
Uinta Integrated Infrastructure Inc.
Name: Mark A. Michel
Title: President, Secretary and Treasurer

TAR SANDS HOLDINGS II, LLC

By: /s/ Kevin J. Baugh
Name: Kevin J. Baugh
Title: Manager

ENDEAVOR CAPITAL GROUP, LLC

By: /s/ Kevin J. Baugh
Name: Kevin J. Baugh
Title: Manager

[Signature Page to Amendment to and Waiver of Agreement and Plan of Merger]

ACKNOWLEDGED AND AGREED:

UINTA INFRASTRUCTURE GROUP CORP.

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Chief Executive Officer

UINTA LOWER HOLDINGS, INC.

By: /s/ Mark A. Michel
Uinta Infrastructure Group Corp.
Name: Mark A. Michel
Title: President, Secretary and Treasurer

UINTA MERGER CO.

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Chairman, President and Secretary

UINTA MERGER LLC

By: /s/ Mark A. Michel
Uinta Infrastructure Group Corp.
Name: Mark A. Michel
Title: President, Secretary and Treasurer

[Signature Page to Amendment to and Waiver of Agreement and Plan of Merger]

AMENDMENT TO SPONSOR SUPPORT AGREEMENT

This AMENDMENT TO SPONSOR SUPPORT AGREEMENT (this “*Amendment*”) is made and entered into as of November 8, 2024, by and among **INTEGRATED RAIL AND RESOURCES ACQUISITION CORP.**, a Delaware corporation (“*SPAC*”), **UINTA INTEGRATED INFRASTRUCTURE INC.**, a Delaware corporation (“*Holdings*”), and **DHIP NATURAL RESOURCES INVESTMENTS, LLC**, a Delaware limited liability company (“*Sponsor*” and, collectively with SPAC and Holdings, the “*Parties*” and each a “*Party*”). Unless otherwise specifically defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Sponsor Support Agreement (as hereinafter defined).

WHEREAS, the Parties entered into that certain Sponsor Support Agreement, dated as of August 12, 2024 (as amended and modified from time to time, the “*Sponsor Support Agreement*”), and desire to amend the Sponsor Support Agreement as set forth below; and

WHEREAS, the Parties intend to replace Holdings with Uinta Infrastructure Group Corp., a Delaware corporation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Amendment to and Waiver of Sponsor Support Agreement Terms.

1.1 Definitions. Each of the Parties hereby agrees that the definition of “Holdings” shall be replaced *mutatis mutandis* throughout the Sponsor Support Agreement with “Uinta Infrastructure Group Corp., a Delaware corporation”.

2. Miscellaneous.

2.1 No Further Amendment. Except as expressly waived, modified, and superseded by this Amendment, the terms, representations, warranties, covenants and other provisions of the Sponsor Support Agreement are and shall continue to be in full force and effect in accordance with their respective terms. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Sponsor Support Agreement or any of the documents referred to therein. This Amendment shall form an integral and inseparable part of the Sponsor Support Agreement, and the Sponsor Support Agreement and this Amendment shall be read and construed together as one agreement and supersedes all prior agreements, arrangements, contracts, discussions, negotiations, undertakings and understanding, whether written or oral, among the Parties with respect to the matters specified herein. From and after the date of this Amendment, each reference in the Sponsor Support Agreement to “this Agreement,” “hereof,” “hereunder” or words of like import, and all references to the Sponsor Support Agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind of nature (other than in this Amendment or as otherwise expressly provided) will be deemed to mean the Sponsor Support Agreement, as amended by this Amendment, whether or not this Amendment is expressly referenced (it being understood that all references to “the date hereof” or “the date of this Agreement” shall continue to refer to August 12, 2024).

2.2 Other Terms. The provisions of Sections 6.3 and 6.4 of the Sponsor Support Agreement shall apply *mutatis mutandis* to this Amendment, and to the Sponsor Support Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

**INTEGRATED RAIL AND RESOURCES
ACQUISITION CORP.**

By: /s/ Mark A. Michel

Name: Mark A. Michel
Title: Chief Executive Officer

**UINTA INTEGRATED INFRASTRUCTURE
INC.**

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Director

**DHIP NATURAL RESOURCES INVESTMENTS,
LLC**

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Chief Executive Officer

[Signature Page to Amendment to Sponsor Support Agreement]

ACKNOWLEDGED AND AGREED:

UINTA INFRASTRUCTURE GROUP CORP.

By: /s/ Mark A. Michel
Name: Mark A. Michel
Title: Chief Executive Officer

[Signature Page to Amendment Sponsor Support Agreement]

Integrated Rail and Resources Acquisition Corp. Announces Postponement of Special Meeting of Stockholders

WINTER PARK, Fla. , Nov. 11, 2024 (GLOBE NEWSWIRE) -- Integrated Rail and Resources Acquisition Corp. (OTC: IRRX) (“IRRX”), today announced that in furtherance of its business objectives and publicly announced proposed business combination, the Company has determined to postpone its special meeting of stockholders, originally scheduled to be held on Tuesday, November 12, 2024 to Thursday, November 14, 2024 at 10:00 am Eastern Time. As a result of the postponement of the special meeting of stockholders, any stockholder seeking to demand redemption in connection with the Extension Amendment Proposal on the agenda for the special meeting must submit its written request to the transfer agent in accordance with the procedure specified in the proxy statement delivered to the Company’s stockholders in connection with the special meeting prior to 5:00 p.m. EST on Tuesday, November 12, 2024.

About Integrated Rail and Resources Acquisition Corp.

IRRX is a blank check company formed for the purpose of effecting a merger, share exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses. While IRRX may pursue an initial business combination target in any business or industry, it has focused its search on natural resources, railroads and/or railroad logistics companies, or any combinations thereof. IRRX is sponsored by DHIP Natural Resources Investments, LLC.

About Tar Sands Holding II, LLC (“TSII”)

TSII is a privately held company established by Utah-based Endeavor Capital Group in 2013. As a cornerstone to the TSII’s asset base, it controls key real estate and natural resource development rights in the Uintah Basin in Utah including permits for the processing and refining of certain natural resources. The Company has maintained but not operated these assets.

Forward-Looking Statements

This press release includes certain statements that may be considered forward-looking statements within the meaning of the federal securities laws. Forward-looking statements include, without limitation, statements about future events or IRRX’s or TSII’s future financial or operating performance. For example, statements regarding TSII’s anticipated growth and the anticipated growth and other metrics are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “should,” “could,” “might,” “plan,” “possible,” “project,” “strive,” “budget,” “forecast,” “expect,” “intend,” “will,” “estimate,” “anticipate,” “believe,” “predict,” “potential” or “continue,” or the negatives of these terms or variations of them or similar terminology.

These forward-looking statements regarding future events and the future results of IRRX and TSII are based on current expectations, estimates, forecasts, and projections about the industry in which TSII operates, as well as the beliefs and assumptions of IRRX’s management and TSII’s management. These forward-looking statements are only predictions and are subject to known and unknown risks, uncertainties, assumptions and other factors beyond IRRX’s or TSII’s control that are difficult to predict because they relate to events and depend on circumstances that will occur in the future. They are neither statements of historical fact nor promises or guarantees of future performance. Therefore, TSII’s actual results may differ materially and adversely from those expressed or implied in any forward-looking statements and IRRX and TSII therefore caution against relying on any of these forward-looking statements.

These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by IRRX and its management, TSII and its management, as the case may be, are inherently uncertain and are inherently subject to risks, variability and contingencies, many of which are beyond IRRX’s or TSII’s control. Factors that may cause actual results to differ materially from current expectations include, but are not limited to: (i) the occurrence of any event, change or other circumstances that could give rise to the termination of the Agreement in Plan of Merger by and among IRRX and TSII and the other parties thereto (the “Merger Agreement”), and any subsequent definitive agreements with respect to the merger of IRRX and TSII (the Merger Agreement and transactions contemplated thereby, the “Business Combination”); (ii) the outcome of any legal proceedings that may be instituted against IRRX, TSII, or others following the announcement of the Business Combination and any definitive agreements with respect thereto; (iii) the inability to complete the Business Combination due to the failure to obtain consents and approvals of the shareholders of IRRX, to obtain financing to complete the Business Combination or to satisfy other conditions to closing, or delays in obtaining, adverse conditions contained in, or the inability to obtain necessary regulatory approvals required to complete the transactions contemplated by the Merger Agreement; (iv) changes to the proposed structure of the Business Combination that may be required or appropriate as a result of applicable laws

or regulations or as a condition to obtaining regulatory approval of the Business Combination; (v) projections, estimates and forecasts of revenue and other financial and performance metrics, projections of market opportunity and expectations, and the estimated implied enterprise value of TSII; (vi) TSII's ability to scale and grow its business, and the advantages and expected growth of TSII; (vii) TSII's ability to source and retain talent, the cash position of TSII following closing of the Business Combination; (viii) the ability to meet stock exchange listing standards in connection with, and following, the consummation of the Business Combination; (ix) the risk that the Business Combination disrupts current plans and operations of TSII as a result of the announcement and consummation of the Business Combination; (x) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of TSII to grow and manage growth profitably, maintain key relationships and retain its management and key employees; (xi) costs related to the Business Combination; (xii) changes in applicable laws, regulations, political and economic developments; (xiii) the possibility that TSII may be adversely affected by other economic, business and/or competitive factors; (xiv) TSII's estimates of expenses and profitability; (xv) the failure to realize estimated shareholder redemptions, purchase price and other adjustments; and (xvi) other risks and uncertainties set forth in the filings by IRRX with the Securities and Exchange Commission (the "SEC"). There may be additional risks that neither IRRX nor TSII presently know or that IRRX and TSII currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. Any forward-looking statements made by or on behalf of IRRX or TSII speak only as of the date they are made. None of IRRX or TSII undertakes any obligation to update any forward-looking statements to reflect any changes in their respective expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

Additional Information About the Transaction and Where to Find It

This press release does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Additional information about the Extension Amendment Proposal can be found in the Company's definitive proxy statement in connection with the Company's solicitation of proxies for its special meeting of stockholders that is being held to approve the Extension Amendment Proposal, which was previously filed with the SEC and mailed to stockholders on or about October 21, 2024.

Stockholders may also obtain a copy of the definitive proxy statement for the special meeting, as well as other documents filed with the SEC by the Company, without charge, at the SEC's website located at www.sec.gov or by directing a request to: Integrated Rail and Resources Acquisition Corp., 400 W. Morse Boulevard, Suite 220, Winter Park, FL 32789.

Participants in the Solicitation

IRRX and its directors and executive officers may be deemed participants in the solicitation of proxies from IRRX's shareholders with respect to the Extension Amendment Proposal as well as the Business Combination. Information regarding IRRX's directors and executive officers is available in its Annual Report on Form 10-K filed with the SEC on April 17, 2024. Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests is contained in the definitive proxy statement for the special meeting as well as the preliminary and definitive proxy statements/prospectus related to the proposed business combinations and related transactions when they become available, and which can be obtained free of charge from the sources indicated above.

Non-Solicitation

This press release does not constitute, and should not be construed to be, a proxy statement or the solicitation of a proxy, solicitation of any vote or approval, consent or authorization with respect to any securities or in respect of the proposed Business Combination described herein and shall not constitute an offer to sell or a solicitation of an offer to buy any securities nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, or an exemption therefrom.

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