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): February 2, 2024

BlueRiver Acquisition Corp.
(Exact name of registrant as specified in its charter)

Cayman Islands	001-39961	98-1577027
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

250 West Nottingham Drive, Suite 400 San Antonio, Texas	78209
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (210) 832 3305

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

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

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A ordinary share and one-third of a redeemable Warrant to acquire one Class A ordinary share	**BLUA.U**	**NYSE American LLC**
Class A ordinary share, par value $0.0001 per share	**BLUA**	**NYSE American LLC**
Redeemable Warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50	**BLUA.WS**	**NYSE American 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

As previously disclosed in our Current Report on Form 8-K filed with the Securities and Exchange Commission on July 24, 2023, BlueRiver Acquisition Corp., a Cayman Islands exempted company ("**BlueRiver**" or the "**Company**") entered into an Agreement and Plan of Merger, dated July 21, 2023 (as it may be amended, supplemented or otherwise modified from time to time, the "**Merger Agreement**") with BLUA Merger Sub LLC, a Texas limited liability company and wholly-owned subsidiary of BlueRiver, and Spinal Stabilization Technologies, LLC, a Texas limited liability company.

On February 2, 2024, the parties to the Merger Agreement entered into that certain Amendment to Agreement and Plan of Merger (the "**Amendment**") pursuant to which the parties agreed to extend the date on which the Merger Agreement may be terminated by the parties if the Closing (as defined in the Merger Agreement) has not occurred from February 2, 2024 until March 31, 2024.

The foregoing description of the Amendment is not complete and is subject to and qualified in its entirety by reference to the Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1, and the terms of which are incorporated by reference herein.

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

On February 2, 2024, BlueRiver received a letter from the NYSE American LLC ("**NYSE American**" or the "**Exchange**") stating that the staff of NYSE Regulation has determined to commence proceedings to delist the Company's Class A ordinary shares, Units and Rights (collectively, the " **Securities**") pursuant to Sections 119(b) and 119(f) of the NYSE American Company Guide because the Company failed to consummate a business combination within 36 months of the effectiveness of its initial public offering registration statement, or such shorter period that the Company specified in its registration statement. At this time, the Securities have not been suspended and will continue to trade.

As indicated in the letter from NYSE American, the Company has a right to a review of the delisting determination by a Committee of the Board of Directors of the Exchange, provided a written request for such review is requested no later than February 9, 2024. The Company intends to make such request.

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

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

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

The Company held the extraordinary general meeting (the**"Extraordinary General Meeting"**) at 11:30 a.m. Eastern Time on February 2, 2024 for the purposes of considering and voting upon:

- The Extension Proposal – to consider and vote upon a proposal by the following special resolution to amend (the**"Extension Proposal"**) the Company's amended and restated memorandum and articles of association to extend from February 2, 2024 (the **"Original Termination Date"**) up to 6 times by an additional 1 month each month after the Original Termination Date, by resolution of the Board, upon deposit of $0.025 into the Company's Trust Account for each Public Share that has not been redeemed in accordance with the terms of Company's amended and restated memorandum and articles of association the, provided that such extension payment must be made prior to, on, or as soon as practicable after, the applicable Termination Date, until May 2, 2024, the date by which, if the Company has not consummated a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination involving the Company, with one or more businesses or entities, the Company must (a) cease all operations except for the purpose of winding up; (b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Class A ordinary shares sold in the Company's initial public offering; and (c) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining shareholders and the directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

- The Adjournment Proposal — to consider and vote upon a proposal by the following ordinary resolution to approve the adjournment of the Extraordinary General Meeting by the chairman thereof to a later date, if necessary, under certain circumstances.

For more information on these proposals, please refer to the Company's proxy statement dated January 4, 2024 (as amended or supplemented). As of the record date of January 16, 2024, there were a total of 9,860,428 ordinary shares issued and outstanding and entitled to vote at the Extraordinary General Meeting. Proxies were received for 8,941,394 ordinary shares, or approximately 90.68% of the shares issued and outstanding and entitled to vote at the Extraordinary General Meeting; therefore a quorum was present.

Shareholders voted to approve the Extension Proposal. The proposal received the following final voting results:

For	Against	Abstain
8,940,790	604	0

The Adjournment Proposal was not presented to the shareholders because there were sufficient votes to approve the Extension Proposal.

A copy of the Amendment of the Company's Amended and Restated Memorandum and Articles of Association as adopted on February 2, 2024 by special resolution of the shareholders is attached to this Current Report on Form 8-K as Exhibit 3.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
2.1	Amendment to Agreement and Plan of Merger dated February 2, 2024
3.1	Amendment to the Amended and Restated Memorandum and Articles of Association of BlueRiver Acquisition Corp.
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.

BlueRiver Acquisition Corp.

By: /s/ John Gregg
Name: John Gregg
Title: Co-Chief Executive Officer

Dated: February 7, 2024

Exhibit 2.1

AMENDMENT TO

AGREEMENT AND PLAN OF MERGER

This Amendment to Agreement and Plan of Merger (this "**Amendment**") is entered into effective as of February 2, 2024, by and among BlueRiver Acquisition Corp., a Cayman Islands exempted company (together with its successor pursuant to the Domestication (as defined in the Agreement), "**BlueRiver**"), BLUA Merger Sub LLC, a Texas limited liability company and a wholly owned direct Subsidiary of BlueRiver ("**Merger Sub**"), and Spinal Stabilization Technologies, LLC, a Texas limited liability company (the "**Company**"). BlueRiver, Merger Sub, the Company and, when designated by the Company, the Holder Representative are referred to herein as the "**Parties**". Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to them in that certain Agreement and Plan of Merger, dated as of July 21, 2023 (the "**Agreement**"), by and among the Parties.

RECITALS

WHEREAS, the Parties desire to amend the Agreement as set forth herein; and

WHEREAS, Section 13.10 of the Agreement provides that, prior to the Closing, the Agreement may only be amended by a duly authorized agreement in writing executed by each of the Company and BlueRiver.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

AGREEMENT

1. Amendment. Section 11.01(b)(ii) is hereby amended and restated as follows:

> "the Closing has not occurred on or before March 31, 2024 (the "**Termination Date**"); *provided*, that this Agreement may not be terminated under this Section 11.01(b)(ii) by or on behalf of any party that either directly or indirectly through its Affiliates is in breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such breach or violation is the primary cause of the failure of a condition set forth in Article 10 on or prior to the Termination Date;"

2. Other Provisions. Except to the extent that the provisions of this Amendment expressly modify or conflict with the provisions of the Agreement (in which case the provisions of this Amendment shall govern), all other provisions of the Agreement shall remain in full force and effect.

3. Miscellaneous. Sections 13.01 through 13.15 of the Agreement are incorporated into this Amendment by reference and shall be applicable to this Amendment and the matters addressed in it as if set forth therein in full *mutatis mutandis*.

[*Signature pages follow.*]

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

BLUERIVER ACQUISITION CORP.

By: /s/ John Gregg
Name: John Gregg
Title: Co-CEO

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

SPINAL STABILIZATION TECHNOLOGIES, LLC

By: /s/ Mark Novotny
Name: Mark Novotny
Title: President and CEO

Exhibit 3.1

Registrar of Companies
Government Administration Building
133 Elgin Avenue
George Town
Grand Cayman

BlueRiver Acquisition Corp. (ROC #367278) (the "**Company**")

TAKE NOTICE that at an Extraordinary General Meeting of the shareholders of the Company held on 2 February 2024, the following special resolution was passed:

RESOLVED, as a special resolution, that the Amended and Restated Memorandum and Articles of Association of the Company be amended by the deletion of the existing Articles 49.7 and 49.8 in their entirety and the insertion of the following language in their place:

49.7 In the event that the Company does not consummate a Business Combination within 36 months from the consummation of the IPO (the "**Termination Date**") or such later time as the Members may approve in accordance with the Articles, the Company shall:

(a) cease all operations except for the purpose of winding up;

(b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company (less taxes payable and up to US$100,000 of interest to pay dissolution expenses), divided by the number of then Public Shares in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any); and

(c) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and other requirements of Applicable Law.

Notwithstanding the foregoing, in the event that the Company has not consummated a Business Combination within 36 months from the closing of the IPO, the Company may, without any need for shareholder approval, elect to extend the date to consummate the Business Combination on a monthly basis for up to 6 times by an additional 1 month each time after the 36th month from the closing of the IPO, by resolution of the Directors, until 42 months from the closing of the IPO, upon deposit of $0.025 into the Company's Trust Account for each Public Share that has not been redeemed in accordance with the terms of the Articles, provided that such extension payment must be made prior to, on, or as soon as practicable after, the Termination Date.

49.8 In the event that any amendment is made to the Articles:

(a) to modify the substance or timing of the Company's obligation to allow redemption in connection with a Business Combination or redeem 100 per cent of the Public Shares if the Company does not consummate a Business Combination within 42 months from the consummation of the IPO or such later time as the Members may approve in accordance with the Articles; or

(b) with respect to any other provision relating to Members' rights or pre-Business Combination activity, each holder of Public Shares who is not the Sponsor, a Founder, Officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval or effectiveness of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its taxes, divided by the number of then outstanding Public Shares. The Company's ability to provide such redemption in this Article is subject to the Redemption Limitation.

/s/ Cynthia Cansell
Cynthia Cansell
Corporate Administrator
for and on behalf of
Maples Corporate Services Limited

Dated this 7th day of February 2024
