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): May 13, 2023

MedTech Acquisition Corporation

(Exact name of registrant as specified in its charter)

Delaware	**001-39813**	**85-3009869**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

48 Maple Avenue, Greenwich, CT	06830
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (908) 391-1288

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 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-third of one Redeemable Warrant	MTACU	The Nasdaq Stock Market LLC
Class A common stock, par value $0.0001 per share	MTAC	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of $11.50 per share	MTACW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 11, 2022, MedTech Acquisition Corporation, a Delaware corporation ("MTAC"), entered into an Agreement and Plan of Merger, as amended pursuant to that certain First Amendment to Agreement and Plan of Merger, dated April 4, 2023 (as amended, the "Merger Agreement"), with MTAC Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of MTAC ("Merger Sub"), and TriSalus Life Sciences, Inc., a Delaware corporation ("TriSalus"), pursuant to which, subject to the satisfaction or waiver of certain conditions set forth therein, Merger Sub will merge with and into TriSalus (the "Merger"), with TriSalus surviving the Merger as a wholly owned subsidiary of MTAC, and with TriSalus' equity holders receiving shares of MTAC common stock, par value $0.0001 per share (the transactions contemplated by the Merger Agreement and the related ancillary agreements, the "Business Combination"). Upon consummation of the Business Combination, MTAC will be renamed "TriSalus Life Sciences, Inc."

On May 13, 2023, MTAC, Merger Sub, and TriSalus further amended the Merger Agreement (the "Amendment") to, among other matters, (i) permit MTAC to seek the necessary stockholder approval to file an amendment to its Amended and Restated Certificate of Incorporation to extend the period to consummate an initial business combination to a date no later than September 22, 2023, (ii) clarify that no greenshoe or other investor-held options to purchase MTAC's securities will count towards the Available Closing Acquiror Cash (as defined in the Merger Agreement), and (iii) reduce the minimum Available Closing Acquiror Cash condition to TriSalus' obligations under the Merger Agreement from $60 million to $35 million. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

Changes and Additional Information in Connection with SEC Filing

In connection with the Merger Agreement and the proposed Business Combination, MTAC filed with the U.S. Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 (File No. 333-269138) (as amended, the "Registration Statement"), which includes a proxy statement/prospectus of MTAC that will be both the proxy statement to be distributed to holders of MTAC's common stock in connection with its solicitation of proxies for the vote by MTAC's stockholders with respect to the Business Combination and other matters as may be described in the Registration Statement, as well as the prospectus relating to the offer and sale of the securities to be issued in the Business Combination. The Registration Statement is not yet effective. The Registration Statement, including the proxy statement/prospectus contained therein, when it is declared effective by the SEC, will contain important information about the Business Combination and the other matters to be voted upon at a meeting of MTAC's stockholders to be held to approve the Business Combination and other matters (the "Special Meeting"). MTAC may also file other documents with the SEC regarding the Business Combination. MTAC stockholders and other interested persons are advised to read, when available, the Registration Statement, including the proxy statement/prospectus contained therein, as well as any amendments or supplements thereto, because they will contain important information about the Business Combination. When available, the definitive proxy statement/prospectus will be mailed to MTAC stockholders as of a record date to be established for voting on the Business Combination and the other matters to be voted upon at the Special Meeting.

Participation in Solicitation

MTAC and TriSalus and their respective directors and executive officers, under SEC rules, may be deemed to be participants in the solicitation of proxies of MTAC's stockholders in connection with the Business Combination. Investors and security holders may obtain more detailed information regarding the names and interests in the Business Combination of MTAC's directors and officers in MTAC's filings with the SEC, including MTAC's registration statement on Form S-1, which was originally filed with the SEC on November 30, 2020, as amended, MTAC's Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on March 22, 2023, and the Registration Statement. To the extent that holdings of MTAC's securities have changed from the amounts reported in the Registration Statement, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies from MTAC's stockholders in connection with the Business Combination are included in the Registration Statement and will be set forth in the definitive proxy statement/prospectus forming a part of the Registration Statement. Investors and security holders of MTAC and TriSalus are urged to carefully read in their entirety the proxy statement/prospectus and other relevant documents that will be filed with the SEC, when they become available, because they will contain important information about the Business Combination.

Investors and security holders will be able to obtain free copies of the proxy statement/prospectus and other documents containing important information about MTAC and TriSalus through the website maintained by the SEC at www.sec.gov. Copies of the documents filed with the SEC by MTAC can be obtained free of charge by directing a written request to MedTech Acquisition Corporation at 48 Maple Avenue, Greenwich, CT 06830.

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING THEREOF OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Forward-Looking Statements

This Current Report on Form 8-K contains certain "forward-looking statements" within the meaning of the United States federal securities laws regarding MTAC's or TriSalus' expectations, hopes, beliefs, assumptions, intentions or strategies regarding the future including, without limitation, statements regarding raising additional financing in connection with the Business Combination. These forward-looking statements generally are identified by words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "strive," "would," "will" and similar expressions or the negative or other variations of such statements. These statements are predictions, projections and other statements about future events that are based on various assumptions, whether or not identified in this Current Report on Form 8-K and on the current expectations of MTAC's and TriSalus' respective managements and are not predictions of actual performance and, as a result, are subject to risks and uncertainties.

Many factors could cause actual results or developments to differ materially from those expressed or implied by such forward-looking statements, including but not limited to: (i) the risk that the Business Combination may not be completed in a timely manner or at all, which may adversely affect the price of MTAC's securities; (ii) the risk that the Business Combination may not be completed by MTAC's business combination deadline and the potential failure to obtain an extension of the business combination deadline; (iii) the failure to satisfy the conditions to the consummation of the Business Combination, including the approval of the Merger Agreement by the stockholders of MTAC, the satisfaction of the minimum cash amount following any redemptions by MTAC's public stockholders, and the receipt of certain governmental and regulatory approvals; (iv) the lack of a third-party valuation in determining whether or not to pursue the Business Combination on the terms set forth in the Merger Agreement; (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; (vi) the receipt of an unsolicited offer from another party for an alternative transaction that could interfere with the Business Combination; (vii) the effect of the announcement or pendency of the Business Combination on TriSalus' business relationships, operating results and business generally; (viii) the risk that the Business Combination disrupts current plans and operations of TriSalus; (ix) the outcome of any legal proceedings that may be instituted against TriSalus or MTAC related to the Merger Agreement or the Business Combination; (x) the ability to maintain the listing of MTAC's securities on the Nasdaq; (xi) changes in business, market, financial, political and legal conditions; (xii) unfavorable changes in the reimbursement environment for TriSalus' products; (xiii) TriSalus' product candidates not achieving success in preclinical or clinical trials or not being able to obtain regulatory approval, either on a timely basis or at all or subject to any conditions that negatively impact TriSalus' ability to commercialize the applicable product candidates; (xiv) TriSalus being unable to continue to grow TriNav Infusion System ("TriNav") sales; (xv) the size of the addressable markets for TriNav and SD-101, if successfully developed and approved by the applicable regulatory authorities, being less than TriSalus currently estimates; (xvi) TriSalus' ability to successfully commercialize any product candidates that it successfully develops and that are approved by applicable regulatory authorities; (xvii) TriSalus' ability to continue to fund preclinical and clinical trials for SD-101; (xviii) TriSalus' ability to partner with other companies; (xix) future economic and market conditions; (xx) the development, effects and enforcement of laws and regulations affecting TriSalus' business or industry; (xxi) TriSalus' ability to manage future growth; (xxii) TriSalus' ability to maintain and grow its market share; (xxiii) the effects of competition on TriSalus' business; (xxiv) the ability of MTAC or the combined company to raise additional financing in connection with the Business Combination or to finance its operations in the future; (xxv) the ability to implement business plans, forecasts and other expectations after the completion of the Business Combination, and identify and realize additional opportunities; (xxvi) costs related to the Business Combination; (xxvii) the failure to realize the anticipated benefits of the Business Combination or to realize estimated pro forma results and the underlying assumptions, including with respect to estimated stockholder redemptions; and (xxviii) other risks and uncertainties indicated from time to time in the Registration Statement, including those under the "Risk Factors" section therein and in MTAC's other filings with the SEC. The foregoing list of factors is not exclusive.

MTAC's other SEC filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those expressed or implied in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and none of MTAC, TriSalus, or any of their respective representatives assume any obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. None of MTAC, TriSalus, or any of their respective representatives gives any assurance that either MTAC or TriSalus will achieve its expectations.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute an offer to sell, a solicitation of an offer to buy or a recommendation to purchase any securities, or the solicitation of any proxy, vote, consent or approval in any jurisdiction in connection with the Business Combination, nor shall there be any offer, solicitation or sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdictions. This communication is restricted by law; it is not intended for distribution to, or use by any person in, any jurisdiction where such distribution or use would be contrary to local law or regulation. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	**Description**
10.1	Second Amendment to Agreement and Plan of Merger, dated as of May 13, 2023, by and among MedTech Acquisition Corporation, MTAC Merger Sub, Inc., and TriSalus Life Sciences, Inc.
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.

MedTech Acquisition Corporation

Dated: May 15, 2023

By: /s/ Christopher C. Dewey
Name: Christopher C. Dewey
Title: *Chief Executive Officer*

Exhibit 10.1

SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment"), dated as of May 13, 2023, is made and entered into by and among MedTech Acquisition Corporation, a Delaware corporation ("Acquiror"), MTAC Merger Sub, Inc., a Delaware corporation and direct, wholly owned subsidiary of Acquiror ("Merger Sub"), and TriSalus Life Sciences, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

RECITALS

A. **WHEREAS**, Acquiror, Merger Sub and the Company are parties to that certain Agreement and Plan of Merger, dated as of November 11, 2022, as amended pursuant to that certain First Amendment to Agreement and Plan of Merger, dated as of April 4, 2023 (as amended, the "Merger Agreement");

B. **WHEREAS**, Section 12.10 of the Merger Agreement provides that the Merger Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as the Merger Agreement and which makes reference to the Merger Agreement; and

C. **WHEREAS**, Acquiror, Merger Sub and the Company desire to amend the Merger Agreement pursuant to Section 12.10 thereof as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other promises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Acquiror, Merger Sub and the Company hereby agree as follows:

1. **AMENDMENT TO SECTION 1.01 OF THE MERGER AGREEMENT.** The definition of "Available Closing Acquiror Cash" shall be amended and restated to read as follows:

"Available Closing Acquiror Cash" means an amount equal to, as of the Effective Time, the sum of (i) all amounts in the Trust Account (after reduction for the aggregate amount of payments required to be made in connection with the Acquiror Stockholder Redemption), plus (ii) the amount funded at or prior to the Closing in the Future PIPE Investment (after reduction for the aggregate amount of payments required to be made in connection with the payment of PIPE Investor Reimbursable Expenses, if any), plus (iii) the aggregate amounts contractually committed to be funded following the Closing pursuant to the terms and conditions of Future PIPE Investment (subject to, and assuming for these purposes, the satisfaction or waiver of the conditions to the investor's obligation to fund such amounts as set forth in the definitive agreements entered into in connection with the applicable Future PIPE Investment); provided that for purposes of this clause (iii), "Available Closing Acquiror Cash" shall not include amounts that may be receivable following the Closing pursuant to the exercise of any post-Closing greenshoe or other investor-held option to purchase securities of the Acquiror to the extent that the exercise of such greenshoe or option is in the investor's sole discretion and such right was granted to such investor in the definitive agreements entered into in connection with such Future PIPE Investment, minus (iv) the Acquiror Transaction Expenses (which such amount shall not exceed the Acquiror Transaction Expenses Cap).

2. **AMENDMENT TO SECTION 9.10 OF THE MERGER AGREEMENT**. Section 9.10 of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

"Section 9.10 Extensions. Acquiror may seek an additional extension during the Interim Period (the "Extension") of its last date under the Acquiror Certificate of Incorporation to consummate a Business Combination by seeking Acquiror Stockholder Approval necessary to file an amendment to the Acquiror Certificate of Incorporation in accordance with its terms and by providing written notice thereof to the Company, for an additional period to consummate a Business Combination ending no later than September 22, 2023 (the "Final Outside Date")."

3. **AMENDMENT TO SECTION 10.03(f) OF THE MERGER AGREEMENT**. Section 10.03(f) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

"(f) Available Closing Acquiror Cash. The Available Closing Acquiror Cash shall not be less than $35,000,000."

4. **AMENDMENT TO SECTION 12.05(c) OF THE MERGER AGREEMENT**. The first sentence of Section 12.05(c) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

"(c) Notwithstanding the foregoing, the Acquiror and the Company each agree that (i) Acquiror and the Company will split evenly, and each shall be responsible for fifty percent (50%) of, all filing fees and expenses under any applicable Antitrust Laws, including the fees and expenses relating to any pre-merger notification required the HSR Act ("Antitrust Expenses"), (ii) Acquiror and the Company will split evenly, and each shall be responsible for, fifty percent (50%) of the preparation and filing of the applicable proxy materials and the holding of the stockholder meeting to approve the Extension as contemplated by Section 9.10 (such amounts described in foregoing clause (ii), the "Extension Costs"), and (iii) to the extent the Acquiror's stockholders approve the Extension, Acquiror and the Company will split evenly, and each shall be responsible for, fifty percent (50%) of the Monthly Extension Amount to be placed each month into the Trust Account with Continental Stock Transfer & Trust Company (the aggregate of such amounts described in foregoing clause (iii), the "Extension Expenses"), with such amounts to be for the benefit of the holders of unredeemed shares of Acquiror Class A Common Stock upon redemption or liquidation of the Acquiror in accordance with the Acquiror's Amended and Restated Certificate of Incorporation, and shall be payable by the Sponsor and the Company between the 22nd and 29th of each month (or a portion thereof) from December 2022 through September 2023 (provided, however, that the Company's first payment pursuant to this clause (iii) shall be made on or about December 7, 2022, concurrently with the Sponsor's execution of the Extension Note and promptly following the Acquiror's written notice to the Company thereof), up until the earlier of (A) the date on which this Agreement is validly terminated in accordance with its terms and (B) the Effective Date."

5. **NO FURTHER AMENDMENT; EFFECT OF AMENDMENT**. This Amendment shall be deemed incorporated into, and form a part of, the Merger Agreement and have the same legal validity and effect as the Merger Agreement. Except as expressly and specifically amended hereby, the Merger Agreement is not otherwise being amended, modified or supplemented and all terms and provisions of the Merger Agreement are and shall remain in full force and effect in accordance with its terms, and all references to the Merger Agreement in this Amendment and in any ancillary agreements or documents delivered in connection with the Merger Agreement shall hereafter refer to the Merger Agreement as amended by this Amendment, and as it may hereafter be further amended or restated.

6. **REFERENCES TO THE MERGER AGREEMENT**. Once this Amendment becomes effective, each reference in the Merger Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import shall hereafter be deemed to refer to the Merger Agreement as amended hereby (except that references in the Merger Agreement to "as of the date hereof" or "as of the date of this Agreement" or words of similar import shall continue to mean November 11, 2022).

7. **COMPANY ACKNOWLEDGMENT**. The Company acknowledges and agrees that (a) neither the amendment to the Acquiror Certificate of Incorporation, in substantially the form attached as Exhibit A to this Amendment, nor (b) any redemption of Acquiror Class A Common Stock in connection with the Acquiror stockholder meeting to approve the Extension in accordance with Section 9.10 and the Acquiror Organizational Documents, nor (c) any issuance of shares of Acquiror Class A Common Stock upon conversion of a commensurate number of shares of Acquiror Class B Common Stock in accordance with the Acquiror Certificate of Incorporation, as so amended, shall constitute an inaccuracy in any of the representations and warranties made by Acquiror Parties pursuant to Article VI of the Agreement, and by executing below, the Company consents to (x) the amendment to the Acquiror Certificate of Incorporation, in substantially the form attached as Exhibit A to this Amendment, (y) to the redemption of shares of Acquiror Class A Common Stock in connection with the Acquiror Stockholder meeting to approve the Extension pursuant to Section 8.01 of the Agreement and (z) any issuance of shares of Acquiror Class A Common Stock upon conversion of a commensurate number of shares of Acquiror Class B Common Stock in accordance with the Acquiror Certificate of Incorporation, as so amended. In furtherance of the foregoing, each of the parties hereby affirms, agrees and acknowledges that the redemption of Acquiror Class A Common Stock made in connection with the Acquiror stockholder meeting to approve the Extension in accordance with Section 9.10 and the Acquiror Organizational Documents shall neither be deemed to constitute, nor be taken into account in determining whether there has been or will be, an "Acquiror Material Adverse Effect" for purposes of the Merger Agreement, as amended hereby.

8. **OTHER CHANGES**. The Merger Agreement is hereby amended, *mutatis mutandis*, in any additional way as may be necessary to further the intent set forth in this Amendment.

9. **COUNTERPARTS**. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Amendment may be executed by electronic transmission, each of which shall be deemed an original.

10. **HEADINGS**. The bold-faced headings contained in this Amendment are for convenience of reference only, shall not be deemed to be a part of this Amendment and shall not be referred to in connection with the construction or interpretation of this Amendment.

11. **GOVERNING LAW**. This Amendment, and all claims or causes of action based upon, arising out of, or related to this Amendment, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties listed below, by their duly authorized representatives, have executed this Amendment as of the date first written above.

MEDTECH ACQUISITION CORPORATION

By: /s/ Christopher Dewey
Name: Christopher Dewey
Title: Chief Executive Officer

MTAC MERGER SUB, INC.

By: /s/ Christopher Dewey
Name: Christopher Dewey
Title: Chief Executive Officer

TRISALUS LIFE SCIENCES, INC.

By: /s/ Mary Szela
Name: Mary Szela
Title: CEO and President

(*Signature Page to Second Amendment to Agreement and Plan of Merger*)

Exhibit A

PROPOSED AMENDMENTS
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
MEDTECH ACQUISITION CORPORATION

Pursuant to Section 242 of the
Delaware General Corporation Law

MedTech Acquisition Corporation (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, does hereby certify as follows:

1. The name of the Corporation is MedTech Acquisition Corporation. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on September 11, 2020 (the "Original Certificate"). An Amended and Restated Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on December 17, 2020 and was subsequently amended by the filing of the Amendment to the Amended and Restated Certificate of Incorporation filed on December 12, 2022 (as amended, the "Amended and Restated Certificate of Incorporation").

2. This Second Amendment to the Amended and Restated Certificate of Incorporation amends the Amended and Restated Certificate of Incorporation of the Corporation.

3. This Second Amendment to the Amended and Restated Certificate of Incorporation was (i) duly adopted by the affirmative vote of the holders of 65% of the stock entitled to vote at a meeting of stockholders in regards to amendments to Sections 4.3(b)(i), 9.1(b), 9.2(a), 9.2(e), 9.2(f), 9.4, and 9.7, and (ii) duly adopted by the affirmative vote of (x) a majority of the holders of the outstanding common stock voting together as a single class, (y) a majority of the outstanding Class B common stock voting as a separate class and (z) a majority of the holders of the outstanding Class A common stock voting as a separate class, in regards to the amendment to Section 4.1 at a meeting of stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "DGCL").

4. The text of Section 4.1 of Article IV is hereby amended and restated to read in full as follows:

   4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of $0.0001 per share, which the Corporation is authorized to issue is 111,000,000 shares, consisting of (a) 110,000,000 shares of common stock (the "***Common Stock***"), including (i) 100,000,000 shares of Class A Common Stock (the "***Class A Common Stock***"), and (ii) 10,000,000 shares of Class B Common Stock (the "***Class B Common Stock***"), and (b) 1,000,000 shares of preferred stock (the "***Preferred Stock***"). The number of authorized shares of Class A Common Stock or Preferred Stock, or any series thereof, may be increased or decreased (but not below the number of shares thereof then outstanding plus, if applicable, the number of shares of Class A Common Stock or Preferred Stock or such series, as applicable, reserved for issuance) by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto) and without a separate vote of the holders of the Class A Common Stock or the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock). The holders of Class B Common Stock are entitled to vote as a separate class to increase the authorized number of shares of Class B Common Stock.

5. The text of Section 4.3(b)(i) of Article IV is hereby amended and restated to read in full as follows:

   Shares of Class B Common Stock shall be convertible into shares of Class A Common Stock on a one-for-one basis (the "***Initial Conversion Ratio***") automatically upon the closing of the Business Combination or at any time prior to the closing of the Business Combination at the option of the holder of such shares of Class B Common Stock.

6. The text of Section 9.1(b) of Article IX is hereby amended and restated to read in full as follows:

(b) Immediately after the Offering, a certain amount of the net offering proceeds received by the Corporation in the Offering (including the proceeds of any exercise of the underwriters' over-allotment option) and certain other amounts specified in the Corporation's registration statement on Form S-1, as initially filed with the U.S. Securities and Exchange Commission (the "***SEC***") on November 30, 2020, as amended (the "***Registration Statement***"), shall be deposited in a trust account (the "***Trust Account***"), established for the benefit of the Public Stockholders (as defined below) pursuant to a trust agreement described in the Registration Statement. Except for the withdrawal of interest to pay taxes (less up to $100,000 of interest to pay dissolution expenses), none of the funds held in the Trust Account (including the interest earned on the funds held in the Trust Account) will be released from the Trust Account until the earliest to occur of (i) the completion of the initial Business Combination, (ii) the redemption of 100% of the Offering Shares (as defined below) if the Corporation is unable to complete its initial Business Combination by September 22, 2023 (or, if the Office of the Delaware Division of Corporations shall not be open for a full business day (including filing of corporate documents) on such date the next date upon which the Office of the Delaware Division of Corporations shall be open for a full business day (the "***Deadline Date***") and (iii) the redemption of shares in connection with a vote seeking to amend such provisions of this Amended and Restated Certificate (a) to modify the substance or timing of the Corporation's obligation to provide for the redemption of the Offering Shares in connection with an initial Business Combination or to redeem 100% of such shares if the Corporation has not consummated an initial Business Combination by the Deadline Date or (b) with respect to any other material provisions relating to stockholders' rights or pre-initial Business Combination activity (as described in Section 9.7). Holders of shares of Common Stock included as part of the units sold in the Offering (the "***Offering Shares***") (whether such Offering Shares were purchased in the Offering or in the secondary market following the Offering and whether or not such holders are either MedTech Acquisition Sponsor LLC (the "***Sponsor***") or officers or directors of the Corporation, or affiliates of any of the foregoing) are referred to herein as "***Public Stockholders***."

7. The text of Section 9.2(a) of Article IX is hereby amended and restated to read in full as follows:

(a) Prior to the consummation of the initial Business Combination, the Corporation shall provide all holders of Offering Shares with the opportunity to have their Offering Shares redeemed upon the consummation of the initial Business Combination (irrespective of whether they voted in favor or against the Business Combination) pursuant to, and subject to the limitations of, Sections 9.2(b) and 9.2(c) hereof (such rights of such holders to have their Offering Shares redeemed pursuant to such Sections, the "***Redemption Rights***") for cash equal to the applicable redemption price per share determined in accordance with Section 9.2(b) hereof (the "***Redemption Price***"). Notwithstanding anything to the contrary contained in this Amended and Restated Certificate, there shall be no Redemption Rights or liquidating distributions with respect to any warrant issued pursuant to the Offering.

8. The text of Section 9.2(e) of Article IX is hereby amended and restated to read in full as follows:

If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on an initial Business Combination, the Corporation shall consummate the proposed initial Business Combination only if such initial Business Combination is approved by the affirmative vote of the holders of a majority of the shares of the Common Stock that are voted at a stockholder meeting held to consider such initial Business Combination.

9. The following text of Section 9.2 (f) of Article IX is hereby deleted in its entirety:

If the Corporation conducts a tender offer pursuant to Section 9.2(b), the Corporation shall consummate the proposed initial Business Combination only if the Redemption Limitation is not exceeded.

10. The text of Section 9.4 of Article IX is hereby amended and restated to read in full as follows:

Share Issuances. Prior to the consummation of the Corporation's initial Business Combination, the Corporation shall not issue any additional shares of capital stock of the Corporation that would entitle the holders thereof to receive funds from the Trust Account or vote on any initial Business Combination, on any pre-Business Combination activity or on any amendment to this Article IX, provided that the issuance of any shares of Class A common stock upon conversion of shares of Class B common stock shall not be subject to the foregoing limitation.

11. The text of Section 9.7 of Article IX is hereby amended and restated to read in full as follows:

Additional Redemption Rights. If, in accordance with Section 9.1(a), any amendment is made to Section 9.2(d) (i) to modify the substance or timing of the Corporation's obligation to provide for the redemption of the Offering Shares in connection with an initial Business Combination or to redeem 100% of such shares if the Corporation has not consummated an initial Business Combination by the Deadline Date or (ii) with respect to any other material provisions relating to stockholders' rights or pre-initial Business Combination activity, the Public Stockholders shall be provided with the opportunity to redeem their Offering Shares upon the approval of any such amendment, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Corporation to pay its taxes, divided by the number of then outstanding Offering Shares.

IN WITNESS WHEREOF, MedTech Acquisition Corporation has caused this Amendment to the Amended and Restated Certificate to be duly executed in its name and on its behalf by an authorized officer as of this __ day of _____, 2023.

MEDTECH ACQUISITION CORPORATION

By: _____
Name: Christopher C. Dewey
Title: Chief Executive Officer