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

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_)\*

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**Atlantic Coastal Acquisition Corp. II**  
(Name of Issuer)

Series A common stock, par value \$0.0001 per share  
(Title of Class of Securities)

04845A108  
(CUSIP Number)

**Shahraab Ahmad**  
**Atlantic Coastal Acquisition Management II LLC**  
6 St Johns Lane, Floor 5  
New York, NY 10013  
(248) 890-7200

with a copy to:

**Stephen Ashley**  
**Pillsbury Winthrop Shaw Pittman LLP**  
31 West 52nd Street  
New York, NY 10019  
(212) 858-1000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**April 18, 2023**  
(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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(1)	Names of reporting persons Atlantic Coastal Acquisition Management II LLC	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions): WC	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or place or organization Delaware, USA	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power: 0
	(8)	Shared voting power: 0
	(9)	Sole dispositive power: 0
	(10)	Shared dispositive power: 7,199,999
(11)	Aggregate amount beneficially owned by each reporting person: 7,199,999	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)	
(13)	Percent of class represented by amount in Row (11): 65.8%	
(14)	Type of reporting person (see instructions): OO	

(1)	Names of reporting persons Shahraab Ahmad	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions): WC	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or place or organization Cyprus	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power: 0
	(8)	Shared voting power: 0
	(9)	Sole dispositive power: 0
	(10)	Shared dispositive power: 7,199,999
(11)	Aggregate amount beneficially owned by each reporting person: 7,199,999	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)	
(13)	Percent of class represented by amount in Row (11): 65.8%	
(14)	Type of reporting person (see instructions): IN	

**Item 1. Security and Issuer.**

The class of equity security to which this statement on Schedule 13D relates is the Series A common stock, par value \$0.0001 per share (the “Series A Common Stock”), of Atlantic Coastal Acquisition Corp. II, a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 6 St Johns Lane, Floor 5, New York, NY 10013. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

**Item 2. Identity and Background.**

(a) This Statement is being filed jointly on behalf of the following persons (collectively, the “Reporting Persons”):

(i) Atlantic Coastal Acquisition Management II LLC, a Delaware limited liability company (the “Sponsor”); and

(ii) Mr. Shahraab Ahmad (“Mr. Ahmad”), Managing Member of the Sponsor and Chief Executive Officer and Chairman of the Board of Directors of the Issuer.

The agreement among the Reporting Persons relating to the joint filing of this Statement is attached to this Statement as Exhibit I.

7,199,999 shares of Series A Common Stock are held directly by the Sponsor (the “Shares”).

(b) The Sponsor’s address for its principal place of business is 6 St Johns Lane, Floor 5, New York, NY 10013. Mr. Ahmad’s address is 49 Cathcart Road, London, UK SW10 9JE.

(c) The principal business of each of the Reporting Persons is investing in securities.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of which such person was, or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

(f) The Sponsor is a Delaware limited liability company. Mr. Ahmad is a citizen of the Republic of Cyprus.

**Item 3. Source and Amount of Funds or Other Consideration.**

See Item 4 of this Schedule 13D, which information is incorporated herein by reference.

**Item 4. Purpose of Transaction.**

In October 2021, the Sponsor purchased 7,187,500 shares of the Issuer’s Series B common stock (“Series B Common Stock”) for an aggregate price of \$25,000. On January 13, 2022, the Company effectuated a 1.044-for-1 stock split, resulting in an aggregate of 7,503,750 Series B Common Stock outstanding. On January 18, 2022, the underwriters partially exercised their over-allotment option and the remaining unexercised portion of over-allotment option was forfeited, an aggregate of 3,750 Series B Common Stock were forfeited, resulting in an aggregate of 7,500,000 founder shares (such 7,500,000 shares the “Founder Shares”) outstanding held by the initial stockholders. Of these Founder Shares, 250,000 are in the possession of the independent directors of the Issuer after being transferred to them as compensation for their service on the Issuer’s board of directors and 50,000 are in the possession of Apeiron Investment Group Ltd after being transferred as compensation for its services as an advisor.

On January 19, 2022, the Issuer consummated its Initial Public Offering (the "IPO") of 30,000,000 units, each consisting of one share of common stock and one-half of one warrant to purchase one share of common stock for \$11.50 per share, which amount includes the exercised portion of the 3,900,000 units that were subject to the underwriters' over-allotment option.

In a private placement (the "Private Placement") that occurred simultaneously with the consummation of the IPO, the Sponsor purchased an aggregate of 13,850,000 warrants ("Private Placement Warrants") at \$1.00 per Private Placement Warrant, generating total proceeds of \$13,850,000. A portion of the proceeds from the sale of the Private Placement Warrants were added to the net proceeds from the IPO deposited in the Issuer's SPAC trust account (the "Trust Account"). If the Issuer does not complete a business combination within the period (the "Combination Period") allowed by Issuer's amended and restated certificate of incorporation (as amended on April 18<sup>th</sup>, 2023, the "Current Charter"), the Private Placement Warrants will expire worthless. The Private Placement Warrants are non-redeemable for cash and exercisable on a cashless basis so long as they are held by the initial purchasers or their permitted transferees.

Pursuant to Letter Agreements (as defined below) described in Item 6 of this Schedule 13D, which information is incorporated herein by reference, each of the Sponsor and Mr. Ahmad, among others, agreed: (1) to waive their redemption rights with respect to their Founder Shares and public shares, insofar as rights would enable them to receive funds from the Trust Account, in connection with the completion of the Issuer's initial business combination or any amendment to the provisions of the Issuer's amended and restated certificate of incorporation relating to the Issuer's pre-initial business combination activity and related stockholders' rights; and (2) to waive their rights to liquidating distributions from the Trust Account with respect to any Founder Shares they hold, if the Issuer fails to complete its initial business combination within the Combination Period from closing of the IPO (although they will be entitled to liquidating distributions from the Trust Account with respect to any shares of Series A Common Stock included as part of the units sold in the IPO they hold if the Issuer fails to complete its initial business combination within the prescribed time frame). Under the Current Charter, the shares of Series B Common Stock can be converted into Series A Common Stock at any time at the option of the holder, on a one-for-one basis, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like.

In the interest of extending the Combination Period, which was set to expire on April 19, 2023, and maintaining flexibility to retain stockholders and meet NASDAQ continued listing requirements following any stockholder redemptions in connection with a vote to extend the Combination Period, the Issuer amended its charter to extend the Combination Period and allow its holders of Founder Shares, including the Sponsor, to convert their Series B Common Stock shares into Series A Common Stock. On April 18, 2023, the Sponsor elected to convert 7,199,999 of its 7,200,000 shares of Series B Common Stock into 7,199,999 shares of Series A Common Stock pursuant to the terms of the Current Charter. Through this conversion, the Sponsor agreed that it would (i) not vote any shares of Series A Common Stock that it receives by converting Series B Common Stock into Series A Common Stock until after the closing of a business combination and (ii) not have redemption rights or otherwise be entitled to any distribution from the Trust Account by virtue of the Sponsor's ownership of Series A Common Stock that it receives by converting Series B Common Stock into Series A Common Stock. The election to convert is qualified in its entirety by reference to the full text of such conversion agreement (the "Share Conversion Election Notice"), a copy of the notice of which is filed as Exhibit III hereto.

The source of funds for the acquisitions described above was the working capital of the Sponsor. The securities owned by the Reporting Persons have been acquired for investment purposes. The Reporting Persons may acquire additional securities of the Issuer, and, subject to the agreements described below in Item 6, retain or sell all or a portion of the securities then held in the open market or in privately negotiated transactions. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake with respect to securities of the issuer may be made at

any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

As Chairman of the Board of Directors and Chief Executive Officer of the Issuer, Mr. Ahmad may be involved in making material business decisions regarding the Issuer's policies and practices and may be involved in the consideration of various proposals considered by the Issuer's board of directors.

Other than as described above and in Item 6 of this Schedule 13D, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Item 4, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

**Item 5. Interest in Securities of the Issuer.**

(a), (b) The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference.

The Reporting Persons' aggregate percentage of beneficial ownership is approximately 65.8% of the outstanding shares of the Series A Common Stock. Calculations of the percentage of the shares of Series A Common Stock beneficially owned assume 10,935,691 shares of Series A Common Stock outstanding, based on information included in the Issuer's Current Report on Form 8-K filed on April 18, 2023.

The Sponsor may be deemed to have beneficial ownership of 7,199,999 shares of Series A Common Stock. Mr. Ahmad may be deemed to have beneficial ownership of 7,199,999 shares of Series A Common Stock.

Sponsor:

- (i) Amount beneficially owned: 7,199,999
- (ii) Percent of Class: 65.8%
- (iii) Sole power to vote or to direct the vote: 0
- (iv) Shared power to vote or to direct the vote: 0
- (v) Sole power to dispose or to direct the disposition of: 0
- (vi) Shared power to dispose or to direct the disposition of: 7,199,999

Mr. Ahmad:

- (i) Amount beneficially owned: 7,199,999
- (ii) Percent of Class: 65.8%
- (iii) Sole power to vote or to direct the vote: 0
- (iv) Shared power to vote or to direct the vote: 0
- (v) Sole power to dispose or to direct the disposition of: 0
- (vi) Shared power to dispose or to direct the disposition of: 7,199,999

Each of the Reporting Persons expressly disclaims beneficial ownership of all of the shares of Series A Common Stock included in this Schedule 13D, other than the shares of Series A Common Stock held of record by such Reporting Person, and the filing of this Schedule 13D shall not be construed as an admission that any such person is, for the purposes of sections 13(d) or 13(g) of the Exchange Act of 1934, as amended, the beneficial owner of any securities covered by this Schedule 13D.

(c) During the 60 days preceding the date of this Schedule 13D, the Reporting Persons have not effected any transactions in the Series A Common Stock.

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons, is known to have the right to receive, or the power to direct the receipt of, dividends from, or proceeds from the sale of, the shares of Series A Common Stock reported herein as beneficially owned by the Reporting Persons.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Securities of the Issuer.**

*Series B Common Stock*

In October 2021, the Reporting Persons purchased 7,187,500 Founder Shares for an aggregate purchase price of \$25,000, or approximately \$0.0035 per share.

In January 2022, the Issuer consummated its IPO of 30,000,000 units, each consisting of one share of common stock and one-half of one redeemable warrant to purchase one share of common stock for \$11.50 per share, which amount includes the exercised portion of the 3,900,000 units that were subject to the underwriters' 45-day over-allotment option. The underwriters partially exercised their over-allotment option and the remaining unexercised portion of over-allotment option were forfeited, an aggregate of 3,750 founder shares were forfeited, resulting in an aggregate of 7,500,000 founder shares outstanding held.

On April 18, 2023, the Reporting Persons elected to convert 7,199,999 shares of Series B Common Stock owned by them into an aggregate of 7,199,999 shares of Series A Common Stock pursuant to the terms of the Current Charter. The terms of such conversion are described further below under the section "Share Conversion Election Notice."

*Letter Agreements*

In connection with the IPO, the Sponsor and each member of the Issuer's board of directors and each of its executive officers (including Mr. Ahmad as director and chief executive officer of the Issuer) entered into letter agreements (collectively, the "Letter Agreements"), pursuant to which they agreed: (1) to waive their redemption rights with respect to their Founder Shares and public shares, insofar as rights would enable them to receive funds from the Trust Account, in connection with the completion of the Issuer's initial business combination or any amendment to the provisions of its amended and restated certificate of incorporation relating to the Issuer's pre-initial business combination activity and related stockholders' rights; and (2) to waive their rights to liquidating distributions from the Trust Account with respect to any Founder Shares they hold, if the Issuer fails to complete its initial business combination within the Combination Period from closing of the IPO (although they will be entitled to liquidating distributions from the Trust Account with respect to any shares of Series A Common Stock included as part of the units sold in the IPO they hold if the Issuer fails to complete its initial business combination within the prescribed time frame).

The foregoing description of the Letter Agreements is qualified in its entirety by reference to the full text of such agreement, a copy of the form of which is filed as Exhibit II hereto.

*Private Placement Warrant Purchase Agreement*

On January 13, 2022, the Sponsor purchased an aggregate of 13,850,000 warrants for an aggregate purchase price of \$13,850,000 that occurred simultaneously with the closing of the IPO. Each whole warrant entitles its holder to purchase one whole share of Series A Common Stock at an exercise price of \$11.50 per share.

The foregoing description of the Private Placement Warrant Purchase Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit III hereto.

#### *Share Conversion Election Notice*

On April 18, 2023, the Issuer adopted the Current Charter. On April 18, 2023, the Sponsor sent a notice to the Issuer (the “Share Conversion Election Notice”) electing to convert 7,199,999 of its shares of Series B Common Stock into 7,199,999 Series A Common Stock. The Sponsor agreed to not vote any shares of Series A Common Stock that it receives by virtue of the Share Conversion Election Notice until after the closing of a business combination. The Sponsor also agreed that it would not have redemption rights by virtue of its ownership of Series A Common Stock that it received as a result of the Share Conversion Election Notice nor is it otherwise entitled to any distribution from the Issuer’s Trust Account as a result of its ownership of such shares acquired pursuant to the Share Conversion Election Notice.

The foregoing description of the Share Conversion Election Notice is qualified in its entirety by reference to the full text of such notice, a copy of which is filed as Exhibit IV hereto.

#### *Registration Rights Agreement*

On January 13, 2022, the holders of the Founder Shares (and any shares of Series A Common Stock issuable upon conversion of the Founder Shares), Private Placement Warrants (and any shares of Series A Common Stock issuable upon the exercise of the Private Placement Warrants), and warrants (and any shares of Series A Common Stock issuable upon exercise of such warrants) that may be issued upon conversion of working capital loans entered into a registration rights agreement (the “Registration Rights Agreement”) pursuant to which they have registration rights to require the Issuer to register such securities for resale (in the case of the Founder Shares, only after conversion to Series A Common Stock). The holders of the majority of these securities are entitled to make up to three demands, excluding short form demands, that the Issuer register such securities. In addition, the holders have certain “piggy-back” registration rights with respect to registration statements filed subsequent to the completion of a business combination and rights to require the Issuer to register for resale such securities pursuant to Rule 415 under the Securities Act. The Issuer will bear the expenses incurred in connection with the filing of any such registration statements.

The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit V hereto.

#### *Indemnification Agreement*

In connection with its IPO, the Issuer entered into an indemnification agreement (“Indemnification Agreement”) with each of its executive officers and directors (including Mr. Ahmad), pursuant to which the Issuer agreed to indemnify and advance certain expenses such persons, to the fullest extent permitted by applicable law, if such persons are or are threatened to be made a party to certain proceedings by reason of their service to the Issuer.

The foregoing description of the Indemnification Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit VI hereto.

#### *Non-Redemption Agreements*

On or about April 4, 2023 the Sponsor entered into agreements (“Non-Redemption Agreements”) with several unaffiliated third parties in exchange for them agreeing not to redeem certain of the common stock of the Issuer held by them at a meeting called by the Issuer to extend the time the Issuer had to consummate an initial business combination. Pursuant to the Non-Redemption Agreements, the Sponsor has agreed to assign to each third party the lesser of a certain amount of shares, which varies among each third party, and (ii) 9.9% of the Series A common stock outstanding after such meeting. This assignment was subject to the conditions that an initial business combination is consummated and the investor executed a joinder to the Letter Agreement.



The foregoing description of the Non-Redemption Agreements is qualified in its entirety by reference to the full text of the form of such agreements, a copy of which is filed as Exhibit VII hereto.

**Item 7. Materials to be Filed as Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
Exhibit I	Joint Filing Agreement, dated as of April 20, 2023, by and between the Reporting Persons.
Exhibit II	Letter Agreement between the Issuer, the Sponsor, and Mr. Ahmad, among others (incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K, File No. 001-4224, filed on January 19, 2022).
Exhibit III	Private Placement Warrant Purchase Agreement between the Issuer and the Sponsor (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K, file No. 001-41224, filed on January 19, 2022).
Exhibit IV	Share Conversion Election Notice, dated as of April 18, 2023, by and between Sponsor and Mr. Ahmad.
Exhibit V	Form of Registration Rights Agreement by and among the Issuer, the Sponsor, and security holders (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K, File No. 001-41224, filed on January 19, 2022).
Exhibit VI	Form of Indemnity Agreement by the Issuer, the Sponsor, and Mr. Ahmad, among others (incorporated by reference to Exhibit 10.6 to the Issuer's Registration Statement on Form S-1/A, File No. 333-261459, filed on December 20, 2021).
Exhibit VII	Form of Non-Redemption Agreement, dated as of April 4, between Sponsor and certain public stockholders (incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K, File No. 001-41224, filed on April 5, 2023).

**SIGNATURES**

After reasonable inquiry and to the best knowledge and belief of the undersigned, such person certifies that the information set forth in this Statement with respect to such person is true, complete and correct.

Dated: April 20, 2023

**Atlantic Coastal Acquisition Management II LLC**

By: /s/ Shahraab Ahmad

Name: Shahraab Ahmad

Title: Managing Member

**Shahraab Ahmad**

By: /s/ Shahraab Ahmad

Name: Shahraab Ahmad

[Signature Page to Schedule 13D]

**EXHIBIT I**

**JOINT FILING AGREEMENT**

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the Series A Common Stock, par value \$0.0001 per share, of Atlantic Coastal Acquisition Corp. II, a Delaware corporation, is being filed and all amendments thereto will be filed, on behalf of each of the persons and entities named below in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: April 20, 2023

**Atlantic Coastal Acquisition Management II LLC**

By: /s/ Shahraab Ahmad \_\_\_\_\_

Name: Shahraab Ahmad

Title: Managing Member

**Shahraab Ahmad**

By: /s/ Shahraab Ahmad \_\_\_\_\_

Name: Shahraab Ahmad

[Signature Page to Joint Filing Statement]

## SHARE CONVERSION ELECTION NOTICE

**To:** Atlantic Coastal Acquisition Corp. II (the “**Company**”)

**Address:** 6 St Johns Lane, Floor 5 New York, NY 10013

**Phone:** (415) 230-4253

**From:** Atlantic Coastal Acquisition Management II LLC, a Delaware limited liability company (the “**Investor**”)

**Re: Conversion of Series B Common Stock**

1. Upon the adoption the of an amendment to the Company’s Amended and Restated Certificate of Incorporation (the “**New Charter**”) in substantially the form attached as Exhibit A to this Share Conversion Election Notice (this “**Notice**”), the undersigned Investor, a holder of the Company’s Series B Common Stock (as defined in the New Charter), hereby elects to exercise its right under Section 4.3(b)(i) of the New Charter to convert 7,199,999 shares of Series B Common Stock into 7,199,999 shares of Series A Common Stock (as defined in the New Charter).
2. By signing this Notice, the Investor acknowledges and agrees that (i) the Investor shall not vote any shares of Series A Common Stock that it receives by virtue of executing this Notice until after the closing of a Business Combination (as defined in the New Charter) and (ii) the Investor will not have Redemption Rights (as defined in the New Charter) or otherwise be entitled to any distribution from the Trust Account (as defined in the New Charter) by virtue of the Investor’s ownership of Series A Common Stock that it receives by virtue of executing this Notice.
3. For the avoidance of doubt, nothing in this Notice shall affect the Investor’s Redemption Rights or their right to vote with respect to any shares of Series A Common Stock that are Offering Shares (as defined in the New Charter).

IN WITNESS WHEREOF, the Investor hereto has caused this Notice to be duly executed as of the date first written below.

**ATLANTIC COASTAL ACQUISITION  
MANAGEMENT II LLC**

By: /s/ Shahraab Ahmad

Name: Shahraab Ahmad

Date: 4/18/2023

Title: Chief Executive Officer



**AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF  
INCORPORATION OF ATLANTIC COASTAL ACQUISITION CORP. II**

**Pursuant to Section 242 of the  
Delaware General Corporation Law**

**ATLANTIC COASTAL ACQUISITION CORP. II** (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 Atlantic Coastal Acquisition Corp. II. The Corporation’s Certificate of Incorporation was filed with the office of the Secretary of State of the State of Delaware on May 20, 2021 (the “**Original Certificate**”). An Amended and Restated Certificate of Incorporation was filed with the office of the Secretary of State of the State of Delaware on January 18, 2022 (the “**Amended and Restated Certificate of Incorporation**”).
2. This Amendment to the Amended and Restated Certificate of Incorporation amends the Amended and Restated Certificate of Incorporation of the Corporation.
3. This Amendment to the Amended and Restated Certificate of Incorporation was duly adopted by the affirmative vote of the holders of 65% of the stock entitled to vote 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 4.3(b)(i) of Article IV is hereby amended and restated to read in full as follows:  
“Shares of Series B Common Stock shall be convertible into shares of Series A Common Stock on a one-for- one basis (the “**Initial Conversion Ratio**”) at any time at the election of holder of such shares of Series B Common Stock.”
5. The text of Section 9.1(a) of Article IX is hereby amended and restated to read in full as follows:  
“The provisions of this Article IX shall apply during the period commencing upon the effectiveness of this Certificate and terminating upon the consummation of the Corporation’s initial Business Combination and no amendment to this Article IX shall be effective prior to the consummation of the initial Business Combination unless approved by the affirmative vote of the holders of at least sixty-five percent (65%) of all then outstanding shares of the Common Stock entitled to vote on the matter.”
6. The text of Section 9.1(b) of Article IX is hereby amended and restated to read in full as follows: “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, initially filed with the U.S. Securities and Exchange Commission (the “**SEC**”) on December 2, 2021, 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, 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) not previously properly redeemed in accordance with clause (iii) below if the Corporation is unable to complete its initial Business Combination by October 19, 2023 (the “**Termination Date**”) (or up to December 19, 2023, if applicable in accordance with this Section 9.1(b)) or

such earlier date as determined by the Board and (iii) the redemption of shares in connection with a vote seeking to amend such provisions of this Certificate as described in Section 9.7 hereof. 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 the Sponsor or officers or directors of the Corporation, or affiliates of any of the foregoing) are referred to herein as “**Public Stockholders**.” In the event that the Corporation has not consummated an initial Business Combination by the Termination Date, the Board may, without another stockholder vote, elect to extend the period of time to consummate a Business Combination on a monthly basis for up to two times by an additional one month each time after October 19, 2023, by resolution of the Board if requested by Atlantic Coastal Acquisition Management II LLC (the “**Sponsor**”), and upon five days’ advance notice prior to the applicable Termination Date, until December 19, 2023, provided that the Sponsor (or one or more of its affiliates or permitted designees) (the “**Lender**”) will deposit into the Trust Account the lesser of \$80,000 or \$0.04 for each then-outstanding Offering Share for each such monthly extension for an aggregate deposit of up to the lesser of \$160,000 or \$0.08 for each then-outstanding Offering Share (if all two additional monthly extensions are exercised), in exchange for a non-interest bearing, unsecured promissory note issued by the Corporation to the Lender. If the Corporation completes its initial Business Combination, it will, at the option of the Lender, repay the amounts loaned under the promissory note or convert a portion or all of the amounts loaned under such promissory note into Series A Common Stock at a price equal to \$10.20 per share. If the Corporation does not complete a Business Combination by the Termination Date, the loans will be repaid only from funds held outside of the Trust Account or will be forfeited, eliminated or otherwise forgiven.

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

“In the event that the Corporation has not consummated an initial Business Combination by the Termination Date (or up to December 19, 2023, if applicable in accordance with Section 9.1(b) above) or such earlier date as determined by the Board, the Corporation shall (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten (10) business days thereafter subject to lawfully available funds therefor, redeem 100% of the Offering Shares in consideration of a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its taxes (less up to

\$100,000 of interest to pay dissolution expenses), by (B) the total number of then outstanding Offering Shares, which redemption will completely extinguish rights of the Public Stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation’s obligations under the DGCL to provide for claims of creditors and other requirements of applicable law.”

8. 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) hereof, any amendment is made to this Certificate (a) to modify the substance or timing of the Corporation’s obligation to redeem 100% of the Offering Shares if the Corporation has not consummated an initial Business Combination by Termination Date (or up to December 19, 2023, if applicable in accordance with Section 9.1(b) above) or such earlier date as determined by the Board or (b) with respect to any other material provisions of this Certificate 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 not previously released to the Corporation to pay its taxes, divided by the number of then outstanding Offering Shares; provided, however, that any such amendment will be voided, and this Article IX will remain unchanged, if any stockholders who wish to redeem are unable to redeem due to the Redemption Limitation.”



**IN WITNESS WHEREOF**, Atlantic Coastal Acquisition Corp. II 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 April 18, 2023.

**ATLANTIC COASTAL ACQUISITION CORP. II**

By: /s/ Shahraab Ahmad \_\_\_\_\_  
Name: Shahraab Ahmad  
Title: Chief Executive Officer

**AMENDED AND RESTATED**

**CERTIFICATE OF INCORPORATION OF**

**ATLANTIC COASTAL ACQUISITION CORP. II**

Atlantic Coastal Acquisition Corp. II, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is Atlantic Coastal Acquisition Corp. II.

SECOND: The original certificate of incorporation of the corporation was filed with the Secretary of State of the State of Delaware on May 20, 2021.

THIRD: Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation restates, integrates, and further amends the provisions of the Certificate of Incorporation of the corporation.

FOURTH: The Certificate of Incorporation of the corporation shall be amended and restated to read in full as follows:

**ARTICLE I  
NAME**

The name of the corporation is Atlantic Coastal Acquisition Corp. II (the “**Corporation**”).

**ARTICLE II  
REGISTERED AGENT**

The registered agent and the address of the registered offices in the State of Delaware are:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, New Castle County, Delaware 19801

**ARTICLE III  
PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (the “**DGCL**”). In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges that are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation, including, but not limited to, effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination involving the Corporation and one or more businesses (a “**Business Combination**”).

**ARTICLE IV  
CAPITALIZATION**

Section 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, consisting of (a) 110,000,000 shares of common stock (the “**Common Stock**”), including (i) 100,000,000 shares of Series A Common Stock (the “**Series A Common Stock**”) and (ii) 10,000,000 shares of Series B Common Stock (the “**Series B Common Stock**”), and (b) 1,000,000 shares of preferred stock (the “**Preferred Stock**”). The number of authorized shares of the Series A Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the capital 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 no vote of the holders of any of the Series A Common Stock or the Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Certificate (including any certificate of designation relating to any series of Preferred Stock). The holders of Series B Common Stock are entitled to vote as a separate class to increase the authorized number of shares of Series B Common Stock.

Section 4.2 Preferred Stock. Subject to Article IX of the certificate of incorporation of the Corporation, as amended from time to time (this “**Certificate**”), the Board of Directors of the Corporation (the “**Board**”) is expressly granted authority to issue shares of the Preferred Stock, in one or more series, and to fix for each such series such voting powers, full or limited, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions adopted by the Board providing for the issue of such series (a “**Preferred Stock Designation**”) and as may be permitted by the DGCL.

Section 4.3 Common Stock.

(a) Voting.

(i) Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), the holders of the Common Stock shall exclusively possess all voting power with respect to the corporation.

(ii) Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), the holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of the Common Stock are entitled to vote.

(iii) Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), at any annual or special meeting of the stockholders of the Corporation, holders of the Series A Common Stock and holders of the Series B Common Stock, voting together as a single class, shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding any other provision in this Certificate, prior to the closing

of the initial Business Combination, the holders of Series B Common Stock, voting together as a single class, shall have the exclusive right to elect and remove any director, and the holders of Series A Common Stock shall have no right to vote on the election or removal of any director. The provisions described in the foregoing sentence may only be amended by approval of a majority of at least ninety percent (90%) of our Series B common stock voting in an annual meeting. Notwithstanding the foregoing, except as otherwise required by law or this Certificate (including any Preferred Stock Designation), holders of shares of any series of Common Stock shall not be entitled to vote on any amendment to this Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock or other series of Common Stock if the holders of such affected series of Preferred Stock or Common Stock, as applicable, are entitled exclusively, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation) or the DGCL.

(b) Series B Common Stock.

(i) Shares of Series B Common Stock shall be convertible into shares of Series A Common Stock on a one-for-one basis (the “**Initial Conversion Ratio**”) automatically concurrently with or immediately following the closing of the Business Combination.

(ii) Notwithstanding the Initial Conversion Ratio, in the case that additional shares of Series A Common Stock, or equity-linked securities, are issued or deemed issued in excess of the amounts sold in the Corporation’s initial public offering of securities (the “**Offering**”) and related to the closing of the initial Business Combination, the ratio for which the shares of Series B Common Stock shall convert into shares of Series A Common Stock will be adjusted so that the number of shares of Series A Common Stock issuable upon conversion of all shares of Series B Common Stock will equal, in the aggregate, twenty-five percent (25%) of the sum of (a) the total number of all shares of Series A Common Stock issued in the Offering (including any shares of Series A Common Stock issued pursuant to the underwriters’ over-allotment option) plus (b) the sum of (x) all shares of Series A Common Stock issued or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued in connection with or in relation to the consummation of a Business Combination (including any shares of Series A Common Stock issued pursuant to a forward purchase agreement), excluding any shares of Series A Common Stock or equity-linked securities or rights issued, or to be issued, to any seller in a Business Combination and any private placement warrants issued to Atlantic Coastal Acquisition Management II LLC (the “**Sponsor**”), or the Corporation’s officers and directors upon the conversion of working capital loans made to the Corporation, minus (y) the number of shares of Series A Common Stock redeemed in connection with a Business Combination, provided that such conversion of shares of Series B Common Stock shall never be less than the Initial Conversion Ratio.

Notwithstanding anything to the contrary contained herein, (A) the foregoing adjustment to the Initial Conversion Ratio may be waived as to any particular issuance or deemed issuance of additional shares of Series A Common Stock or equity-linked securities by the written consent or agreement of holders of a majority of the shares of Series B Common Stock then outstanding consenting or agreeing separately as a single class in the manner provided in clause (iii) below, and (B) in no event shall the Series B Common Stock convert into Series A Common Stock at a ratio that is less than one-for-one.

The foregoing conversion ratio shall also be adjusted to account for any subdivision (by stock split, subdivision, exchange, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, exchange, reclassification, recapitalization or otherwise) or similar reclassification or recapitalization of the outstanding shares of Series A Common Stock into a greater or lesser number of shares occurring after the original filing of this Certificate without a proportionate and corresponding subdivision, combination or similar reclassification or recapitalization of the outstanding shares of Series B Common Stock.

Each share of Series B Common Stock shall convert into its pro rata number of shares of Series A Common Stock pursuant to this Section 4.3(b). The pro rata share for each holder of Series B Common Stock will be determined as follows: each share of Series B Common Stock shall convert into such number of shares of Series A Common Stock as is equal to the product of one (1) multiplied by a fraction, the numerator of which shall be the total number of shares of Series A Common Stock into which all of the issued and outstanding shares of Series B Common Stock shall be converted pursuant to this Section 4.3(b) and the denominator of which shall be the total number of issued and outstanding shares of Series B Common Stock at the time of conversion.

(iii) *Voting.* Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), for so long as any shares of Series B Common Stock shall remain outstanding, the Corporation shall not, without the prior vote or written consent of the holders of a majority of the shares of Series B Common Stock then outstanding, voting separately as a single class, amend, alter or repeal any provision of this Certificate, whether by merger, consolidation or otherwise, if such amendment, alteration or repeal would alter or change the powers, preferences or relative, participating, optional or other or special rights of the Series B Common Stock. Any action required or permitted to be taken at any meeting of the holders of Series B Common Stock may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of the outstanding Series B Common Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of Series B Common Stock were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt written notice of the taking of corporate action without a meeting by less than unanimous written consent of the holders of Series B Common Stock shall, to the extent required by law, be given to those holders of Series B Common Stock who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders of Series B Common Stock to take the action were delivered to the Corporation.

(c) Dividends. Subject to applicable law, the rights, if any, of the holders of any outstanding series of the Preferred Stock and the provisions of Article IX hereof, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(d) Liquidation, Dissolution or Winding Up of the Corporation. Subject to applicable law, the rights, if any, of the holders of any outstanding series of the Preferred Stock and the provisions of Article IX hereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Series A Common Stock (on an as converted basis with respect to the Series B Common Stock) held by them.

Section 4.4 Rights and Options. The Corporation has the authority to create and issue rights, warrants and options entitling the holders thereof to purchase shares of any class or series of the Corporation's capital stock or other securities of the Corporation, with such rights, warrants and options to be evidenced by instrument(s) approved by the Board. The Board is hereby expressly authorized to provide for the issuance of such rights, warrants and options and to establish from time to time the number of such rights, warrants and options to be issued and to fix the exercise price, duration, times for exercise and other terms and conditions of such rights, warrants or options; provided, however, that the consideration to be received for any shares of capital stock issuable upon exercise thereof may not be less than the par value thereof.

## **ARTICLE V. BOARD OF DIRECTORS**

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

Section 5.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. In addition to the powers and authority expressly conferred upon the Board by statute, this Certificate or the Bylaws of the Corporation ("**Bylaws**"), the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

Section 5.2 Number, Election and Term.

(a) The number of directors of the Corporation, other than those who may be elected by the holders of one or more series of the Preferred Stock voting separately by class or series, shall be fixed from time to time exclusively by the Board pursuant to a resolution adopted by a majority of the Board.

(b) Subject to Section 5.5 hereof, the Board shall be divided into three classes, as nearly equal in number as possible and designated Class I, Class II and Class III. The Board is authorized to assign members of the Board already in office to Class I, Class II or Class III. The term of the initial Class I Directors shall expire at the first annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate, the term of the initial Class II Directors shall expire at the second annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate and the term of the initial Class III Directors shall expire at the third annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate. At each succeeding annual meeting of the stockholders of the Corporation, beginning with the first annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate, each of the successors elected to replace the class of directors whose term expires at that annual meeting shall be elected for a three-year term or until the election and qualification of their respective successors in office, subject to their earlier death, resignation or removal. Subject to Section 5.5 hereof, if the number of directors that constitutes the Board is changed, any increase or decrease shall be apportioned by the Board among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors constituting the Board shorten the term of any incumbent director. Subject to the rights of the holders of one or more series of Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. The Board is hereby expressly authorized, by resolution or resolutions thereof, to assign members of the Board already in office to the aforesaid classes at the time this Certificate (and therefore such classification) becomes effective in accordance with the DGCL.

(c) Subject to Section 5.5 hereof, a director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

(d) Unless and except to the extent that the Bylaws shall so require, the election of directors need not be by written ballot.

Section 5.3 Newly Created Directorships and Vacancies. Subject to Section 5.5 hereof, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal or other cause may be filled solely and exclusively by a majority vote of the remaining directors then in office, even if less than a quorum or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term of the class of directors to which the new directorship was added or in which the vacancy occurred and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

Section 5.4 Removal. Subject to Section 5.5 hereof, any or all of the directors may be removed from office at any time, but only for cause and only by the affirmative vote of holders of a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

Section 5.5 Preferred Stock—Directors. Notwithstanding any other provision of this Article V, and except as otherwise required by law, whenever the holders of one or more series of the Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of the Preferred Stock as set forth in this Certificate (including any Preferred Stock Designation) and such directors shall not be included in any of the classes created pursuant to this Article V unless expressly provided by such terms.

Section 5.6 Quorum. A quorum for the transaction of business by the directors shall be set forth in the By-Laws.

## **ARTICLE VI. BYLAWS**

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power and is expressly authorized to adopt, amend, alter or repeal the Bylaws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter or repeal the Bylaws. The Bylaws also may be adopted, amended, altered or repealed by the stockholders; provided, however, that in addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend, alter or repeal the Bylaws; and provided further, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

## **ARTICLE VII. MEETINGS OF STOCKHOLDERS; ACTION BY WRITTEN CONSENT**

Section 7.1 Meetings. Subject to the rights, if any, of the holders of any outstanding series of the Preferred Stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, Chief Executive Officer of the Corporation, or the Board pursuant to a resolution adopted by a majority of the Board, and the ability of the stockholders to call a special meeting is hereby specifically denied. Except as provided in the foregoing sentence, special meetings of stockholders may not be called by another person or persons.

Section 7.2 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.



Section 7.3 Action by Written Consent. Except as may be otherwise provided for or fixed pursuant to this Certificate (including any Preferred Stock Designation) relating to the rights of the holders of any outstanding series of Preferred Stock, subsequent to the consummation of the Offering, any action required or permitted to be taken by the stockholders of the Corporation must be effected by a duly called annual or special meeting of such stockholders and may not be effected by written consent of the stockholders other than with respect to the Series B Common Stock with respect to which action may be taken by written consent.

## ARTICLE VIII. LIMITED LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Director Liability. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended unless a director violated his or her duty of loyalty to the Corporation or its stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized unlawful payments of dividends, unlawful stock purchases or unlawful redemptions, or derived improper personal benefit from his or her actions as a director. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

### Section 8.2 Indemnification and Advancement of Expenses.

(a) To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**proceeding**") by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (an "**indemnitee**"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such indemnitee in connection with such proceeding. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by an indemnitee in defending or otherwise participating in any proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it shall ultimately be determined that the indemnitee is not entitled to be indemnified under this Section 8.2 or otherwise. The rights to indemnification and advancement of expenses conferred by this Section 8.2 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

Notwithstanding the foregoing provisions of this Section 8.2(a), except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

(b) The rights to indemnification and advancement of expenses conferred on any indemnitee by this Section 8.2 shall not be exclusive of any other rights that any indemnitee may have or hereafter acquire under law, this Certificate, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Section 8.2 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Section 8.2, shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

(d) This Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than indemnitees.

## **ARTICLE IX. BUSINESS COMBINATION REQUIREMENTS; EXISTENCE**

### Section 9.1 General.

(a) The provisions of this Article IX shall apply during the period commencing upon the effectiveness of this Certificate and terminating upon the consummation of the Corporation's initial Business Combination and no amendment to this Article IX shall be effective prior to the consummation of the initial Business Combination unless approved by the affirmative vote of the holders of at least sixty-five percent (65%) of all then outstanding shares of the Common Stock.

(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, initially filed with the U.S. Securities and Exchange Commission (the "**SEC**") on December 2, 2021, 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, 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 within fifteen (15) months from the closing of the Offering and (iii) the redemption of shares in connection with a vote seeking to amend such provisions of this Certificate as described in Section 9.7 hereof. 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 the Sponsor or officers or directors of the Corporation, or affiliates of any of the foregoing) are referred to herein as “**Public Stockholders.**”

#### Section 9.2 Redemption Rights.

(a) Prior to the consummation of the initial Business Combination, the Corporation shall provide all Public Stockholders with the opportunity to have their Offering Shares redeemed upon the consummation of the initial 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**”); provided, however, that the Corporation shall not redeem Offering Shares to the extent that such redemption would result in the Corporation having net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) or any successor rule) of less than \$5,000,001 or any greater net tangible asset or cash requirement which may be contained in the agreement relating to the initial Business Combination upon consummation of the initial Business Combination (such limitation hereinafter called the “**Redemption Limitation**”). Notwithstanding anything to the contrary contained in this Certificate, there shall be no Redemption Rights or liquidating distributions with respect to any warrant issued pursuant to the Offering.

(b) If the Corporation offers to redeem the Offering Shares other than in conjunction with a stockholder vote on an initial Business Combination with a proxy solicitation pursuant to Regulation 14A under the Exchange Act (or any successor rules or regulations), and filing proxy materials with the SEC, the Corporation shall offer to redeem the Offering Shares upon the consummation of the initial Business Combination, subject to lawfully available funds therefor, in accordance with the provisions of Section 9.2(a) hereof pursuant to a tender offer in accordance with Rule 13e-4 and Regulation 14E under the Exchange Act (or any successor rule or regulation) (such rules and regulations hereinafter called the “**Tender Offer Rules**”) which it shall commence prior to the consummation of the initial Business Combination and shall file tender offer documents with the SEC prior to the consummation of the initial Business Combination that contain substantially the same financial and other information about the initial Business Combination and the Redemption Rights as is required under Regulation 14A under the Exchange Act (or any successor rule or regulation) (such rules and regulations hereinafter called the “**Proxy Solicitation Rules**”), even if such information is not required under the Tender Offer Rules; provided, however, that if a stockholder vote is required by law to approve the proposed initial Business Combination, or the Corporation decides to submit the proposed initial Business Combination to the stockholders for their approval for business or other legal reasons, the Corporation shall offer to redeem the Offering Shares, subject to lawfully available funds therefor, in accordance with the provisions of Section 9.2(a) hereof in conjunction with a proxy solicitation pursuant to the Proxy Solicitation Rules (and not the Tender Offer Rules) at a price per share equal

to the Redemption Price calculated in accordance with the following provisions of this [Section 9.2\(b\)](#). In the event that the Corporation offers to redeem the Offering Shares pursuant to a tender offer in accordance with the Tender Offer Rules, the Redemption Price per share of the Common Stock payable to holders of the Offering Shares tendering their Offering Shares pursuant to such tender offer shall be equal to the quotient obtained by dividing: (i) the aggregate amount on deposit in the Trust Account as of two business days prior to the consummation of the initial Business Combination, including interest not previously released to the Corporation to pay its taxes, by (ii) the total number of then outstanding Offering Shares. If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on the proposed initial Business Combination pursuant to a proxy solicitation, the Redemption Price per share of the Common Stock payable to holders of the Offering Shares exercising their Redemption Rights (irrespective of whether they voted in favor or against the Business Combination) shall be equal to the quotient obtained by dividing: (x) the aggregate amount on deposit in the Trust Account as of two business days prior to the consummation of the initial Business Combination, including interest not previously released to the Corporation to pay its taxes, by (y) the total number of then outstanding Offering Shares.

(c) If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on an initial Business Combination pursuant to a proxy solicitation, a Public Stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a “group” (as defined under Section 13(d)(3) of the Exchange Act), shall be restricted from seeking Redemption Rights with respect to more than an aggregate of 15% of the Offering Shares without the prior consent of the Corporation.

(d) In the event that the Corporation has not consummated an initial Business Combination within fifteen (15) months from the closing of the Offering, the Corporation shall (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten (10) business days thereafter subject to lawfully available funds therefor, redeem 100% of the Offering Shares in consideration of a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its taxes (less up to \$100,000 of interest to pay dissolution expenses), by (B) the total number of then outstanding Offering Shares, which redemption will completely extinguish rights of the Public Stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation’s obligations under the DGCL to provide for claims of creditors and other requirements of applicable law.

(e) 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 (i) 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 and (ii) the Redemption Limitation is not exceeded.

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

### Section 9.3 Distributions from the Trust Account.

(a) A Public Stockholder shall be entitled to receive funds from the Trust Account only as provided in Sections 9.2(a), 9.2(b), 9.2(d) or 9.7 hereof. In no other circumstances shall a Public Stockholder have any right or interest of any kind in or to distributions from the Trust Account, and no stockholder other than a Public Stockholder shall have any interest in or to the Trust Account.

(b) Each Public Stockholder that does not exercise its Redemption Rights shall retain its interest in the Corporation and shall be deemed to have given its consent to the release of the remaining funds in the Trust Account to the Corporation, and following payment to any Public Stockholders exercising their Redemption Rights, the remaining funds in the Trust Account shall be released to the Corporation.

(c) The exercise by a Public Stockholder of the Redemption Rights shall be conditioned on such Public Stockholder following the specific procedures for redemptions set forth by the Corporation in any applicable tender offer or proxy materials sent to the Public Stockholders relating to the proposed initial Business Combination. Payment of the amounts necessary to satisfy the Redemption Rights properly exercised shall be made as promptly as practical after the consummation of the initial Business Combination.

Section 9.4 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 as a class with the Series A Common Stock on any initial Business Combination, on any pre-Business Combination activity or on any amendment to this Article IX.

Section 9.5 Transactions with Affiliates. In the event the Corporation enters into an initial Business Combination with a target business that is affiliated with the Sponsor, or the directors or officers of the Corporation, the Corporation, or a committee of the independent directors of the Corporation, shall obtain an opinion from an independent accounting firm or an independent investment banking firm that is a member of the Financial Industry Regulatory Authority that such Business Combination is fair to the Corporation from a financial point of view.

Section 9.6 No Transactions with Other Blank Check Companies. The Corporation shall not enter into an initial Business Combination with another blank check company or a similar company with nominal operations.

Section 9.7 Additional Redemption Rights. If, in accordance with Section 9.1(a) hereof, any amendment is made to this Certificate (a) to modify the substance or timing of the Corporation's obligation to redeem 100% of the Offering Shares if the Corporation has not consummated an initial Business Combination within fifteen (15) months from the date of the closing of the Offering or (b) with respect to any other material provisions of this Certificate 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 not previously released to the Corporation to pay its taxes, divided by the number of then outstanding Offering Shares; provided, however, that any such amendment will be voided, and this Article IX will remain unchanged, if any stockholders who wish to redeem are unable to redeem due to the Redemption Limitation.

Section 9.8 Minimum Value of Initial Business Combination. The Corporation's initial Business Combination must be comprised of one or more Business Combinations having an aggregate fair market value of at least eighty percent (80%) of the value of the assets held in the Trust Account (excluding any deferred underwriting commissions and taxes payable on the interest earned on the Trust Account) at the time the Corporation signs a definitive agreement to enter into the initial Business Combination

#### **ARTICLE X. CORPORATE OPPORTUNITY**

To the extent allowed by law, the doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to the Corporation or any of its officers or directors, or any of their respective affiliates, in circumstances where the application of any such doctrine would conflict with any fiduciary duties or contractual obligations they may have as of the date of this Certificate or in the future, and the Corporation renounces any expectancy that any of the directors or officers of the Corporation will offer any such corporate opportunity of which he or she may become aware to the Corporation, except, the doctrine of corporate opportunity shall apply with respect to any of the directors or officers of the Corporation with respect to a corporate opportunity that was offered to such person solely in his or her capacity as a director or officer of the Corporation and (i) such opportunity is one the Corporation is legally and contractually permitted to undertake and would otherwise be reasonable for the Corporation to pursue and (ii) the director or officer is permitted to refer that opportunity to the Corporation without violating any legal obligation.

#### **ARTICLE XI. AMENDMENT OF AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force that may be added or inserted, in the manner now or hereafter prescribed by this Certificate and the DGCL; and, except as set forth in Article VIII, all rights, preferences and privileges of whatever nature herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate in its present form or as hereafter amended are granted subject to the right reserved in this Article XI; provided, however, that Article IX of this Certificate may be amended only as provided therein.

**ARTICLE XII.  
EXCLUSIVE FORUM FOR CERTAIN LAWSUITS**

Section 12.1 Exclusive Forum; Delaware Chancery Court. Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by the applicable law, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, state and federal courts located within the State of Delaware) shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee, agent or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate or the Bylaws, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine and, if filed in a court other than a court located within the State of Delaware (a "**Foreign Action**") in the name of any stockholder, that stockholder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce this Section 12.1 (an "**Enforcement Action**"), and (y) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933. Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 12.1.

Section 12.2 Severability. If any provision or provisions of this Article XII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XII (including, without limitation, each portion of any sentence of this Article XII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Atlantic Coastal Acquisition Corp. has caused this Certificate to be signed by its Chief Executive Officer this 18th day of January, 2022.

ATLANTIC COASTAL ACQUISITION CORP. II

By: /s/ Shahaab Ahmad  
Shahaab Ahmad, Chief Executive Officer