

HAPC, Inc.
Form PRER14A
June 14, 2007
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a)

of the Securities Exchange Act of 1934

(Amendment No. 3)

Filed by the Registrant Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Under Rule 14a-12

HAPC, INC.

(Name of Registrant as Specified in its Charter)

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(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

1) Title of each class of securities to which transaction applies:

Common Stock of InfuSystem, Inc.

2) Aggregate number of securities to which transaction applies:

Acquisition of all of the outstanding securities of InfuSystem, Inc.

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

\$140,000,000 is being paid for all of the outstanding capital stock of InfuSystem, Inc.

4) Proposed maximum aggregate value of transaction:

\$140,000,000

5) Total fee paid:

\$14,980

Fee paid previously with preliminary materials:

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

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1) Amount previously paid:

2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:

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HAPC, INC.

350 Madison Avenue, 20th Floor

New York, New York 10017

(212) 418-5070

PROXY STATEMENT FOR 2007 ANNUAL MEETING OF STOCKHOLDERS OF

HAPC, INC.

To the Stockholders of HAPC, INC. ("HAPC"):

You are cordially invited to attend the annual meeting (the "Annual Meeting") of the stockholders of HAPC, INC., or HAPC, to be held at _____ a.m., Eastern Time, on _____, 2007, at the offices of relating to HAPC's acquisition of InfuSystem, Inc. or InfuSystem, the election of the members of the Board of Directors of HAPC and the ratification of the appointment of HAPC's independent registered public accounting firm for the fiscal year ending December 31, 2007.

The transaction to acquire InfuSystem will be effected by the acquisition by Iceland Acquisition Subsidiary, Inc. or Acquisition Sub, a wholly-owned subsidiary of HAPC, of all of the issued and outstanding capital stock of InfuSystem, a California corporation and wholly-owned subsidiary of I-Flow Corporation, or I-Flow, a Delaware corporation. Concurrently with Acquisition Sub's acquisition of all of the issued and outstanding capital stock of InfuSystem, Acquisition Sub will merge with and into InfuSystem with the result that InfuSystem will become a wholly-owned subsidiary of HAPC.

At this important meeting, you will be asked to consider and vote upon the following proposals:

the acquisition proposal to approve the acquisition by Acquisition Sub of all of the issued and outstanding capital stock of InfuSystem pursuant to the Stock Purchase Agreement, dated as of September 29, 2006, by and among I-Flow, InfuSystem, HAPC and Acquisition Sub ("Proposal 1");

the stock incentive plan proposal to approve the adoption of the HAPC 2007 Stock Incentive Plan (the "Plan") pursuant to which HAPC will reserve up to 2,000,000 shares of common stock for issuance pursuant to the Plan ("Proposal 2");

the amendment to the certificate of incorporation proposal to approve an amendment to HAPC's amended and restated certificate of incorporation to change HAPC's name from HAPC, INC. to InfuSystem Holdings, Inc. ("Proposal 3");

the election of Directors proposal to elect the members of HAPC's Board of Directors to serve until the 2008 annual stockholders meeting and until their successors are duly elected and qualified ("Proposal 4");

the ratification of registered public accounting firm proposal to ratify the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007 ("Proposal 5"); and

to transact such other business as may properly come before the meeting or any adjournment or postponement thereof.

The Board of Directors of HAPC has fixed the close of business on _____, 2007, as the record date (the "Record Date") for the determination of stockholders entitled to notice of and to vote at the Annual Meeting and at any adjournment thereof. As of such date, there were _____ shares of HAPC's common stock outstanding and entitled to vote. A list of stockholders entitled to vote as of the Record Date at the

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Annual Meeting will be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of ten calendar days before the Annual Meeting at HAPC's offices at 350 Madison Avenue, 20th Floor, New York, New York 10017, and at the time and place of the meeting during the duration of the meeting.

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Adoption of each proposal will require the following vote:

For purposes of Proposal 1, the affirmative vote of a majority of the shares outstanding as of the Record Date of HAPC's common stock that were issued in HAPC's initial public offering, including shares subsequently purchased in the open market, that are present in person or by proxy at the Annual Meeting and that vote on the proposal, *provided* less than 20% of the shares of HAPC's common stock issued in HAPC's initial public offering vote against the acquisition proposal and elect a cash conversion of their shares as described below.

For purposes of Proposal 2, the affirmative vote of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the Annual Meeting.

For purposes of Proposal 3, the affirmative vote of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date.

For purposes of Proposal 4, each nominee who receives a plurality of the votes of the shares of HAPC's common stock present, in person or by proxy, at the Annual Meeting will be elected as a member of the Board of Directors.

For purposes of Proposal 5, the affirmative vote of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the Annual Meeting.

Each of Proposals 2 and 3 is conditioned upon the approval of Proposal 1 and, in the event Proposal 1 does not receive the necessary vote for approval, then HAPC will not complete any of the transactions specified in the others. If, however, Proposal 1 is approved and either Proposal 2 or 3 is not, HAPC will still consummate the acquisition. Proposals 4 and 5 are not conditioned upon the approval of any of the other Proposals.

In the event that the acquisition of InfuSystem is not undertaken, HAPC must complete an alternative business combination with a fair market value of at least 80% of its net assets (excluding the deferred underwriting discount and commission held in the trust account in the amount of approximately \$5,468,000) at the time of the business combination within 18 months after the consummation of its initial public offering, which occurred on April 18, 2006 (or within 24 months after the consummation of its initial public offering if a definitive agreement relating to a business combination has been executed within 18 months after the consummation of its initial public offering). HAPC will attempt to use the additional time available to it under its Amended and Restated Certificate of Incorporation to sign another letter of intent or definitive agreement by October 18, 2007 and consummate an alternative business combination by April 18, 2008.

In order to complete an alternative business combination, HAPC will be required to raise additional funds. HAPC expects to commence the process of raising additional funds in the event that the acquisition of InfuSystem is not approved by its stockholders. If necessary, HAPC would most likely seek to raise additional funds to finance an alternative business combination through the issuance of warrants. It is not determinable at this time what terms would be included in such warrants. It is unlikely that HAPC would seek to raise additional funds through loans from third parties or the issuance of debt securities. In the event that HAPC were able to borrow funds, the possibility that any third party lender would waive its right to assert claims against the trust account is remote. Accordingly, in the event that HAPC failed to complete an alternative business combination, a third party lender who did not waive its right to assert claims against the trust account could assert a claim against the trust for any funds owed to it by HAPC. It is likely that HAPC will have insufficient time and resources to sign another letter of intent or definitive agreement by October 18, 2007 and consummate an alternative business combination by April 18, 2008. HAPC will most likely be forced to liquidate after April 18, 2008 (or October 18, 2007 if no agreement is entered into).

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Each HAPC stockholder who holds shares of common stock issued in HAPC's initial public offering, or purchased following such offering in the open market, has the right to vote against the acquisition proposal and, at the same time, demand that HAPC convert such stockholder's shares into cash equal to a pro rata portion of the proceeds held in the trust account, including interest, in which a substantial portion of the net proceeds of HAPC's initial public offering have been deposited. As of May 31, 2007, this amount was equal to \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) If the acquisition is not completed, your shares will not be converted to cash at this time, even if you so elected. If the holders of 3,375,050 or more shares of common stock issued in HAPC's initial public offering, an amount equal to 20% or more of the total number of shares issued in the initial public offering, vote against the acquisition and demand conversion of their shares into a pro rata portion of the trust account, then HAPC will not be able to consummate the acquisition. In the event that the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition.

HAPC's shares of common stock, warrants and units consisting of one share of common stock and two warrants trade on the OTC Bulletin Board under the symbols HAPN.OB, HAPNW.OB and HAPNU.OB, respectively.

After careful consideration of the terms and conditions of the proposed acquisition of InfuSystem, the adoption of the Plan and the amendment to the amended and restated certificate of incorporation, the Board of Directors of HAPC has determined that such proposals and the transactions contemplated thereby are fair to and in the best interests of HAPC and its stockholders. In connection with the acquisition proposal, the Board of Directors of HAPC has received an opinion from BNY Capital Markets, Inc., to the effect that as of September 29, 2006, the date the Stock Purchase Agreement was entered into, based upon conditions that existed as of that date, and subject to the considerations described in its opinion and based upon such other matters as BNY Capital Markets, Inc. considered relevant, the consideration to be paid by HAPC in the acquisition pursuant to the Stock Purchase Agreement is fair to HAPC from a financial point of view. **The Board of Directors of HAPC unanimously recommends that you vote or give instruction to vote (i) FOR the proposal to acquire all of the issued and outstanding capital stock of InfuSystem pursuant to the Stock Purchase Agreement by and among InfuSystem, I-Flow, Acquisition Sub and HAPC; (ii) FOR the proposal to adopt the Plan; (iii) FOR the proposal to approve an amendment to the amended and restated certificate of incorporation to change HAPC's corporate name, (iv) FOR the election of the nominees to serve as members of the Board of Directors of HAPC to serve until the 2008 annual stockholders meeting and until their successors are duly elected and qualified and (v) FOR the ratification of the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007; all as described in Proposals 1, 2, 3, 4 and 5, respectively.**

Enclosed is a Notice of Annual Meeting and Proxy Statement containing detailed information concerning the acquisition, adoption of the Plan and amendment to the amended and restated certificate of incorporation. Whether or not you plan to attend the Annual Meeting, we urge you to read this material carefully. I look forward to seeing you at the meeting.

Sincerely,

John Voris
Chief Executive Officer

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YOUR VOTE IS IMPORTANT. WHETHER YOU PLAN TO ATTEND THE ANNUAL MEETING OR NOT, PLEASE SIGN, DATE AND RETURN THE ENCLOSED PROXY CARD AS SOON AS POSSIBLE IN THE ENVELOPE PROVIDED. IF YOU SIGN AND RETURN THE PROXY CARD, BUT DO NOT GIVE INSTRUCTIONS ON HOW TO VOTE YOUR SHARES, YOUR SHARES WILL BE VOTED, AS RECOMMENDED BY THE HAPC BOARD OF DIRECTORS, FOR THE APPROVAL OF THE ACQUISITION PROPOSAL, FOR THE APPROVAL OF THE STOCK INCENTIVE PLAN PROPOSAL, FOR APPROVAL OF THE AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION PROPOSAL, FOR THE ELECTION OF THE NOMINEES TO SERVE AS MEMBERS OF THE BOARD OF DIRECTORS OF HAPC UNTIL THE 2008 ANNUAL STOCKHOLDERS MEETING AND UNTIL THEIR SUCCESSORS ARE DULY ELECTED AND QUALIFIED, AND FOR THE RATIFICATION OF THE APPOINTMENT OF DELOITTE & TOUCHE LLP AS HAPC'S REGISTERED PUBLIC ACCOUNTING FIRM FOR THE FISCAL YEAR ENDING DECEMBER 31, 2007.

SEE THE SECTION TITLED RISK FACTORS BEGINNING ON PAGE 14 FOR A DISCUSSION OF VARIOUS FACTORS THAT YOU SHOULD CONSIDER IN CONNECTION WITH THE ACQUISITION OF INFUSYSTEM SINCE, UPON HAPC'S ACQUISITION OF INFUSYSTEM, THE OPERATIONS AND ASSETS OF HAPC WILL LARGELY BE THOSE OF INFUSYSTEM.

THIS PROXY STATEMENT IS DATED _____, 2007, AND IS FIRST BEING MAILED TO HAPC STOCKHOLDERS ON OR ABOUT _____, 2007.

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HAPC, INC.

350 Madison Avenue, 20th Floor

New York, New York 10017

(212) 418-5070

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

TO BE HELD ON _____, 2007

TO THE STOCKHOLDERS OF HAPC, INC.:

Notice is hereby given that the annual meeting of stockholders, including any adjournments or postponements thereof, of HAPC, INC., or HAPC, a Delaware corporation, will be held at _____ a.m. Eastern Time, on _____, 2007, at the offices of _____ for the following purposes:

the acquisition proposal to approve the acquisition by Iceland Acquisition Subsidiary, Inc. or Acquisition Sub, a Delaware corporation and wholly-owned subsidiary of HAPC, of all of the issued and outstanding capital stock of InfuSystem, Inc. or InfuSystem, a California corporation and wholly-owned subsidiary of I-Flow Corporation or I-Flow, a Delaware corporation, pursuant to the Stock Purchase Agreement, dated as of September 29, 2006, by and among I-Flow, InfuSystem, HAPC and Acquisition Sub (Proposal 1);

the stock incentive plan proposal to approve the adoption of the HAPC 2007 Stock Incentive Plan (the Plan) pursuant to which HAPC will reserve up to 2,000,000 shares of common stock for issuance pursuant to the Plan (Proposal 2);

the amendment to the certificate of incorporation proposal to approve an amendment to HAPC s amended and restated certificate of incorporation, to change HAPC s name from HAPC, INC. to InfuSystem Holdings, Inc. (Proposal 3);

the election of Directors proposal to elect the members of HAPC s Board of Directors to serve until the 2008 annual stockholders meeting and until their successors are duly elected and qualified (Proposal 4);

the ratification of registered public accounting firm proposal to ratify the appointment of Deloitte & Touche LLP as HAPC s registered public accounting firm for the fiscal year ending December 31, 2007 (Proposal 5); and

to consider and vote upon such other business as may properly come before the meeting or any adjournment or postponement thereof.

The Board of Directors of HAPC has fixed the close of business on _____, 2007 as the date for which HAPC stockholders are entitled to receive notice of, and to vote at, the annual meeting and any adjournments or postponements thereof. Only the holders of record of HAPC common stock on that date are entitled to have their votes counted at the annual meeting and any adjournments or postponements thereof.

HAPC will not transact any other business at the annual meeting, except for business properly brought before the annual meeting, or any adjournment or postponement thereof, by HAPC s Board of Directors.

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Your vote is important. Please sign, date and return your proxy card as soon as possible to make sure that your shares are represented at the annual meeting. If you are a stockholder of record of HAPC common stock, you may also cast your vote in person at the annual meeting. If your shares are held in an account at a brokerage firm or bank, you must instruct your broker or bank on how to vote your shares.

The Board of Directors of HAPC unanimously recommends that you vote FOR Proposal 1, the acquisition proposal, FOR Proposal 2, the stock incentive plan proposal, FOR Proposal 3, the amendment to the certificate of incorporation proposal, FOR Proposal 4, the election of Directors proposal and FOR Proposal 5, the ratification of registered public accounting firm proposal.

By Order of the Board of Directors,
Pat La Vecchia
Secretary

, 2007

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SUMMARY OF THE MATERIAL TERMS OF THE ACQUISITION

The parties to the Stock Purchase Agreement are HAPC, INC., I-Flow Corporation, Iceland Acquisition Subsidiary, Inc. and InfuSystem, Inc. See the section entitled "Proposal No. 1 The Acquisition Proposal".

InfuSystem is a provider of ambulatory infusion pump management services for oncologists and their patients in the United States. Although InfuSystem is currently a subsidiary of I-Flow, InfuSystem has demonstrated that it is a self-sufficient business with positive cash flows as evidenced by its net income and statements of cash flow for recent financial periods. InfuSystem's principal offices are located in Madison Heights, Michigan. See the section entitled "Business of InfuSystem".

At the closing of the acquisition, HAPC's wholly-owned subsidiary, Iceland Acquisition Subsidiary, Inc. or Acquisition Sub, will acquire all of the issued and outstanding capital stock of InfuSystem from I-Flow. Concurrently with the closing of the acquisition, Acquisition Sub will merge with and into InfuSystem and cease to exist as an independent entity. As the entity surviving the merger, InfuSystem will continue its corporate existence under the laws of the State of California as a wholly-owned subsidiary of HAPC. See the section entitled "The Stock Purchase Agreement".

At the closing, I-Flow will be paid an aggregate of \$140,000,000 (subject to certain working capital adjustments to be determined at the time of closing) in a combination of cash and a secured promissory note in an amount of up to \$75,000,000 for all of the outstanding capital stock of InfuSystem. The actual amount of the promissory note will range from \$55,000,000 to \$75,000,000 depending upon the number of HAPC stockholders who exercise their conversion rights as described herein. See the section entitled "The Stock Purchase Agreement".

The acquisition of all of the issued and outstanding capital stock of InfuSystem by Acquisition Sub cannot be completed unless the holders as of _____, 2007 of at least a majority of the shares of HAPC's common stock issued in HAPC's initial public offering, including shares subsequently purchased in the open market, that are present in person or by proxy and entitled to vote at the annual meeting and that vote on the proposal, approve the acquisition, provided less than 20% of the shares of HAPC's common stock issued in HAPC's initial public offering vote against the acquisition proposal and elect a cash conversion of their shares. See the section entitled "Proposal No. 1 The Acquisition Proposal".

In the event that the Stock Purchase Agreement is terminated by I-Flow (i) because of HAPC's failure to obtain the necessary approval of the acquisition by the HAPC stockholders (as described in the Stock Purchase Agreement) by June 29, 2007 or (ii) because HAPC is unwilling or unable to consummate the transactions contemplated by the Stock Purchase Agreement notwithstanding the fact all conditions precedent to the Stock Purchase Agreement have been satisfied or are capable of fulfillment, HAPC will pay I-Flow a break up fee. The fee is \$1,000,000 in the case of I-Flow's termination due to HAPC's failure to hold the annual meeting by June 29, 2007 to obtain the HAPC stockholders' approval of the acquisition, and \$3,000,000 in all other cases where a break up fee is payable. See the section entitled "The Stock Purchase Agreement". On April 30, 2007, HAPC, I-Flow, InfuSystem and Iceland Acquisition Subsidiary entered into an amendment to the Stock Purchase Agreement extending the date by which HAPC must obtain stockholder approval from April 30, 2007 to June 29, 2007.

Payment of the break up fee has been guaranteed to I-Flow by Messrs. Sean McDevitt and Philip B. Harris. Mr. McDevitt is Chairman of HAPC. See the section entitled "The Stock Purchase Agreement". Messrs. McDevitt and Harris have delivered to I-Flow a letter of credit issued by JPMorgan Chase Bank for the benefit of I-Flow which I-Flow may draw upon in the event that the \$1,000,000 or \$3,000,000 break up fee, as the case may be, is not paid when due and payable.

In addition to voting on the acquisition proposal, the stockholders of HAPC will vote on proposals to approve the HAPC 2007 Incentive Stock Plan and to amend HAPC's amended and restated certificate of incorporation to change HAPC's corporate name to InfuSystem.

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Holdings, Inc. See sections Proposal No. 2 The Stock Incentive Plan Proposal , Proposal No. 3 Amendment to Certificate of Incorporation Proposal , Proposal 4 Election of Directors Proposal and Proposal 5 Ratification of Registered Public Accounting Firm Proposal .

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PROXY STATEMENT FOR ANNUAL MEETING OF STOCKHOLDERS OF HAPC, INC.

The Board of Directors of HAPC, INC has unanimously adopted and approved the Stock Purchase Agreement, dated September 29, 2006, by and among I-Flow Corporation, InfuSystem, Inc., a wholly-owned subsidiary of I-Flow, HAPC and Iceland Acquisition Subsidiary, Inc., a wholly-owned subsidiary of HAPC, referred to as Acquisition Sub, pursuant to which Acquisition Sub will acquire all of the issued and outstanding capital stock of InfuSystem and concurrently merge with and into InfuSystem. The consideration to be paid will be \$140,000,000 in the form of cash and a promissory note issued to I-Flow in an amount of up to \$75,000,000. The actual amount of the promissory note will range from \$55,000,000 to \$75,000,000 depending upon the number of HAPC stockholders who exercise their conversion rights as described in this Proxy Statement. The Board of Directors of Acquisition Sub has unanimously adopted and approved the Stock Purchase Agreement and the transactions contemplated thereby. If the acquisition proposal is not approved, then the acquisition will not be consummated. HAPC will attempt to use the additional time available to it under its Amended and Restated Certificate of Incorporation to sign another letter of intent or definitive agreement by October 18, 2007 and consummate an alternative business combination by April 18, 2008.

In order to complete an alternative business combination, HAPC will be required to raise additional funds. HAPC expects to commence the process of raising additional funds in the event that the acquisition of InfuSystem is not approved by its stockholders. If necessary, HAPC would most likely seek to raise additional funds to finance an alternative business combination through the issuance of warrants. It is not determinable at this time what terms would be included in such warrants. It is unlikely that HAPC would seek to raise additional funds through loans from third parties or the issuance of debt securities. In the event that HAPC were able to borrow funds, the possibility that any third party lender would waive its right to assert claims against the trust account is remote. Accordingly, in the event that HAPC failed to complete an alternative business combination, a third party lender who did not waive its right to assert claims against the trust account could assert a claim against the trust for any funds owed to it by HAPC. It is likely that HAPC will have insufficient time and resources to sign another letter of intent or definitive agreement by October 18, 2007 and consummate an alternative business combination by April 18, 2008. HAPC will most likely be forced to liquidate after April 18, 2008 (or October 18, 2007 if no agreement is entered into).

If the acquisition is completed and you vote your shares for the acquisition proposal, you will continue to hold the HAPC securities that you currently own. If the acquisition is completed but you have voted your shares against the acquisition proposal and have elected a cash conversion instead, your HAPC shares will be cancelled and you will receive cash equal to a pro rata portion of the trust account, including interest, which, as of May 31, 2007, was equal to approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) If the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition.

HAPC's shares of common stock, warrants and units consisting of one share of common stock and two warrants trade on the OTC Bulletin Board under the symbols HAPN.OB, HAPNW.OB and HAPNU.OB, respectively. Upon consummation of the acquisition, all of the issued and outstanding capital stock of InfuSystem will be held by HAPC, and, assuming the proposal to amend HAPC's certificate of incorporation is approved, HAPC's name will be changed to InfuSystem Holdings, Inc. HAPC's common stock, warrants and units will continue to be traded on the OTC Bulletin Board although we anticipate seeking to change our trading symbols.

We believe that, generally, for U.S. federal income tax purposes, the acquisition of all of the issued and outstanding capital stock of InfuSystem by Acquisition Sub and the concurrent merger of Acquisition Sub with and into InfuSystem will have no direct tax effect on stockholders of HAPC. However, if you vote against the

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acquisition proposal and elect a cash conversion of your shares of HAPC common stock into your pro rata portion of the trust account and as a result receive cash in exchange for your HAPC shares, there may be certain tax consequences, such as realizing a loss on your investment in HAPC's shares. **WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS REGARDING YOUR PARTICULAR TAX CONSEQUENCES.**

This Proxy Statement provides you with detailed information about the acquisition, the proposed stock incentive plan, the amendment to the certificate of incorporation and the annual meeting of stockholders. We encourage you to carefully read this entire document, including the Stock Purchase Agreement, the HAPC 2007 Stock Incentive Plan and the fairness opinion of the BNY Capital Markets, Inc. attached hereto as Annexes A, B and C, respectively. **YOU SHOULD ALSO CAREFULLY CONSIDER THE RISK FACTORS BEGINNING ON PAGE 15.**

The acquisition of InfuSystem cannot be completed unless holders as of _____, 2007 of at least a majority of the shares of HAPC's common stock issued in HAPC's initial public offering, including shares subsequently purchased in the open market, that are present in person or by proxy and entitled to vote at the annual meeting and that vote on the proposal, approve the acquisition, provided less than 20% of the shares of HAPC's common stock issued in HAPC's initial public offering vote against the acquisition proposal and elect a cash conversion of their shares.

Your Board of Directors unanimously approved and declared advisable the acquisition of InfuSystem, adoption of the HAPC 2007 Stock Incentive Plan and the amendment to the amended and restated certificate of incorporation and unanimously recommends that you vote or instruct your vote to be cast FOR Proposal 1, the acquisition proposal, FOR Proposal 2, the stock incentive plan proposal, FOR Proposal 3, the amendment to the certificate of incorporation proposal, FOR Proposal 4, the election of Directors proposal and FOR Proposal 5, the ratification of appointment of registered public accounting firm proposal.

We are soliciting the proxy on behalf of the Board of Directors, and we will pay all costs of preparing, assembling and mailing the proxy materials. In addition to mailing out proxy materials, our officers may solicit proxies by telephone or fax, without receiving any additional compensation for their services. We have requested brokers, banks and other fiduciaries to forward proxy materials to the beneficial owners of our stock.

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QUESTIONS AND ANSWERS ABOUT THE PROPOSALS

What is being voted on?

There are five proposals on which you are being asked to vote. The first proposal is to approve the acquisition of all of the issued and outstanding capital stock of InfuSystem, Inc. a wholly-owned subsidiary of I-Flow Corporation, pursuant to a stock purchase agreement whereby Acquisition Sub will purchase from I-Flow all of the issued and outstanding capital stock of InfuSystem. Concurrently with Acquisition Sub's acquisition of all of the issued and outstanding capital stock of InfuSystem, Acquisition Sub will merge with and into InfuSystem. After the merger, Acquisition Sub will cease to exist as an independent entity and InfuSystem, as the surviving corporation, will continue its corporate existence under the laws of the State of California, as a wholly-owned subsidiary of HAPC. As consideration for such acquisition and as further described herein, I-Flow will receive an aggregate of \$140,000,000 (subject to certain working capital adjustments to be determined as of the time of closing). The consideration to I-Flow will be in the form of cash and a promissory note in an amount of up to \$75,000,000 (the

Promissory Note). The actual amount of the Promissory Note will range from \$55,000,000 to \$75,000,000 depending upon the number of HAPC stockholders who exercise their conversion rights as described in this proxy statement. Following the acquisition and merger, HAPC will own all of the issued and outstanding capital stock of InfuSystem. This proposal is referred to as the acquisition proposal. The second proposal is to approve the adoption of the HAPC 2007 Stock Incentive Plan, or the Plan, pursuant to which 2,000,000 of shares of HAPC common stock will be reserved for issuance in accordance with the terms of the Plan. The third proposal is to approve an amendment to HAPC's certificate of incorporation to change HAPC's name to InfuSystem Holdings, Inc. after the acquisition. The fourth proposal is to approve the election of Sean McDevitt, Pat LaVecchia, John Voris, Jean Pierre Millon and Wayne Yetter as members of the Board of Directors of HAPC to serve until the 2008 annual stockholders meeting and until their successors are duly elected and qualified. The fifth proposal is to ratify the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007.

Why is HAPC proposing the acquisition, the adoption of a stock incentive plan and amendment to HAPC's certificate of incorporation?

HAPC was formed specifically as a vehicle to acquire, through a merger, capital stock exchange, asset acquisition or other similar business combination, one or more operating businesses primarily in the healthcare sector. The initial business combination entered into by HAPC must be with a target business or businesses whose fair market value is at least equal to 80% of net assets at the time of such acquisition. In the course of HAPC's search for a business combination partner, HAPC was introduced to InfuSystem, a company the Board of Directors of HAPC determined meets the criteria for acquisition. Specifically, these criteria include, strong growth and profit margins, significant market share and a committed management team with a successful track record. HAPC believes that InfuSystem possesses each of these characteristics and that it will provide HAPC stockholders with an opportunity to acquire a company with significant growth potential. The adoption of the Plan is being undertaken because the Board of Directors of HAPC deems it beneficial for HAPC to have a means to incentivize management following the acquisition. The amendment to the certificate of incorporation is being undertaken because HAPC management desires the name of the business to reflect its operations.

What vote is required in order to approve the acquisition proposal?

The approval for the acquisition of InfuSystem will require the affirmative vote of a majority of the shares outstanding as of the record date of HAPC's common stock that were issued in HAPC's initial public offering, including shares that were subsequently purchased in the open market, that are present in person or by proxy at the annual meeting and that vote on the proposal. In addition, each HAPC stockholder who holds shares of common stock issued in HAPC's initial public offering or purchased following such offering in the open market has the right to vote against the acquisition proposal and, at the same time, demand that HAPC convert such stockholder's shares into cash equal to a pro rata portion of the trust account, including interest, in which a substantial portion of the net proceeds of HAPC's initial public offering is deposited. These shares will be converted into cash only if the acquisition is completed. Based upon the amount of cash held in the trust account as of May 31, 2007, without taking into account any interest accrued after such date, stockholders who vote against the acquisition proposal and elect to convert their shares as described above will be entitled to convert each share of common stock that they hold into approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) However, if the holders of 3,375,050 or more shares of common stock issued in HAPC's initial public offering (an amount equal to 20% or more of the total number of shares issued in the initial public offering), vote against the acquisition and demand conversion of their shares into a pro rata portion of the trust account, then HAPC will not be able to consummate the acquisition. If the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition.

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The officers and directors of HAPC intend to vote all of their shares of common stock in favor of this proposal.

What vote is required in order to approve the stock incentive plan proposal?

The approval of the adoption of the Plan will require the affirmative vote of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the annual meeting. The officers and directors of HAPC intend to vote all of their shares of common stock in favor of this proposal.

What vote is required in order to approve the amendment to the certificate of incorporation?

The approval of the amendment to the certificate of incorporation will require the affirmative vote of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date. The officers and directors of HAPC intend to vote all of their shares of common stock in favor of this proposal.

What vote is required to elect the nominees Sean McDevitt, John Voris, Pat LaVecchia, Jean Pierre Millon and Wayne Yetter as members of HAPC's Board of Directors?

Each nominee who receives a plurality of the votes of the shares of HAPC's common stock present, in person or by proxy at the Annual Meeting will be elected as a member of the Board of Directors.

What vote is required to ratify the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007?

The ratification of the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007 will require the affirmative vote of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the annual meeting. The officers and directors of HAPC intend to vote all of their shares of common stock in favor of this proposal.

If I am not going to attend the HAPC annual meeting of stockholders in person, should I return my proxy card instead?

Yes. After carefully reading and considering the information contained in this proxy statement, please complete and sign your proxy card. Then return the enclosed proxy card in the return envelope provided herewith as soon as possible, so that your shares may be represented at the HAPC annual meeting.

What will happen if I abstain from voting or fail to vote?

An abstention with respect to the acquisition proposal will have no effect since the acquisition proposal requires the affirmative vote of a majority of the votes cast by holders of eligible shares. An abstention with respect to Proposal 2, 3 or 5 will have the same effect as a vote against such proposal, since it is not an affirmative vote in favor of the respective proposal but will be included in the determination of the number of shares present in person or by proxy. Stockholders may only vote for or withhold votes for the nominees for election to the board of directors proposal. Votes that are withheld and broker non-votes, if any, will be counted for purposes of determining the presence or absence of a quorum, but will have no effect on the election of directors.

A failure to vote will have no impact upon the approval of Proposals 1, 2 and 4 and will have the same effect as a vote against Proposal 3. In the event that stockholders fail to ratify Proposal 5, the appointment of Deloitte & Touche LLP as HAPC's independent registered public accounting firm, the Audit Committee will reconsider its selection of audit firms, but may not decide to change its selection. Failure to vote will not have the effect of converting your shares into a pro rata portion of the trust account.

What do I do if I want to change my vote?

If you wish to change your vote, please send a later-dated, signed proxy card to the Secretary at HAPC prior to the date of the annual meeting or attend the annual meeting and vote in person. You also may revoke your proxy by sending a notice of revocation to the Secretary at the address of HAPC's corporate headquarters, provided such revocation is received prior to the annual meeting.

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If my shares are held in street name by my broker, will my broker vote my shares for me?

No. Your broker can vote your shares only if you provide instructions on how to vote. You should instruct your broker to vote your shares in accordance with directions you provided to your broker.

Will I receive anything in the acquisition?

If the acquisition is completed and you vote your shares for the acquisition proposal, you will continue to hold the HAPC securities that you currently own. If the acquisition is completed but you have voted your shares against the acquisition proposal and have elected a cash conversion instead, your HAPC shares will be cancelled and you will receive cash equal to a pro rata portion of the trust account, including interest, which, as of May 31, 2007, was equal to approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.)

How is HAPC paying for the acquisition?

I-Flow will receive as consideration a combination of cash and a promissory note in an amount of up to \$75,000,000. The amount of the note will range from \$55,000,000 to \$75,000,000 depending upon the number of HAPC stockholders who exercise their conversion rights. The amount of the total consideration of \$140,000,000, subject to adjustments for working capital to be determined at the time of closing, less the amount of the promissory note will be paid by HAPC to I-Flow in cash.

Do I have conversion rights in connection with the acquisition?

If you hold shares of common stock issued in HAPC's initial public offering, then you have the right to vote against the acquisition proposal and demand that HAPC convert your shares of common stock into a pro rata portion of the trust account in which a substantial portion of the net proceeds of HAPC's initial public offering are held. These rights to vote against the acquisition and demand conversion of the shares into a pro rata portion of the trust account are sometimes referred to herein as conversion rights.

If I have conversion rights, how do I exercise them?

If you wish to exercise your conversion rights, you must vote against the acquisition and, at the same time, demand that HAPC convert your shares into cash. If, notwithstanding your vote, the acquisition is completed, then you will be entitled to receive a pro rata share of the trust account, in which a substantial portion of the net proceeds of HAPC's initial public offering are held, including any interest earned thereon through the date of the annual meeting. Based upon the amount of cash held in the trust account as of May 31, 2007, without taking into account any interest accrued after such date, you will be entitled to convert each share of common stock that you hold into approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) If you exercise your conversion rights, then you will be exchanging your shares of HAPC common stock for cash and will no longer own these shares of common stock. You will only be entitled to receive cash for these shares if you continue to hold these shares through the closing date of the acquisition and then tender your stock certificate to HAPC. If you convert your shares of common stock, you will still have the right to exercise the warrants received as part of the units in accordance with the terms thereof. If the acquisition is not completed, then your shares will not be converted to cash at this time, even if you so elected. If the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition. See section Summary Conversion Rights .

What happens to the funds deposited in the trust account after completion of the acquisition?

Upon completion of the acquisition, any funds remaining in the trust account after payment of amounts, if any, to stockholders requesting and exercising their conversion rights, will be released from trust and used to fund the acquisition and for general corporate purposes.

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Who will manage HAPC upon completion of the acquisition of InfuSystem?

Pursuant to the terms of an employment agreement under negotiation between HAPC and Steven E. Watkins, president of InfuSystem, it is anticipated that Mr. Watkins will replace John Voris as chief executive officer of HAPC upon completion of the acquisition. Mr. Watkins will also become a member of HAPC's Board of Directors. At the time the acquisition is completed, Erin Enright, the current chief financial officer of HAPC, will resign. HAPC is actively recruiting a new chief financial officer to replace Ms. Enright. If, at the time of the closing of the acquisition, HAPC has not hired an individual to replace Ms. Enright as chief financial officer, it is anticipated that Stephen C. Revere, the current controller of InfuSystem, will assume the duties of the chief financial officer of HAPC until HAPC has hired a new chief financial officer to replace Ms. Enright. HAPC is also in the process of negotiating employment agreements with Janet Skonieczny, Vice President, Operations of InfuSystem and Tony Norkus, Vice President, Western Regional Sales of InfuSystem. The employment agreements provide that Ms. Skonieczny and Mr. Norkus will continue in their present positions with InfuSystem upon the completion of the acquisition. The remaining members of InfuSystem's current management team will be employed by HAPC in capacities similar to their roles with respect to InfuSystem upon completion of the acquisition.

What happens if the acquisition is not consummated?

If the acquisition is not consummated, HAPC will continue to search for a service business to acquire. However, HAPC will be liquidated in accordance with the terms of its amended and restated certificate of incorporation if (i) it does not consummate a business combination by October 18, 2007 or (ii) a definitive agreement is executed, but not consummated, by October 18, 2007, then by April 18, 2008 (24 months after the consummation of its initial public offering). In any liquidation, the net proceeds of HAPC's initial public offering held in the trust account, plus any interest earned thereon, will be distributed on a pro rata basis to the holders of HAPC's common stock. As required under Delaware law, HAPC will seek stockholder approval for any plan of dissolution or liquidation. Soliciting the vote of HAPC stockholders will require the preparation of preliminary and definitive proxy statements, which will need to be filed with the SEC and could be subject to the SEC's review. This process could take a substantial amount of time. As a result, the distribution of the proceeds of the trust account to HAPC stockholders could be subject to a considerable delay. In the event the acquisition of InfuSystem is not consummated, HAPC will attempt to use the additional time available to it under its Amended and Restated Certificate of Incorporation to sign another letter of intent or definitive agreement by October 18, 2007 and consummate an alternative business combination by April 18, 2008.

In order to complete an alternative business combination, HAPC will be required to raise additional funds. HAPC expects to commence the process of raising additional funds in the event that the acquisition of InfuSystem is not approved by its stockholders. If necessary, HAPC would most likely seek to raise additional funds to finance an alternative business combination through the issuance of warrants. It is not determinable at this time what terms would be included in such warrants. It is unlikely that HAPC would seek to raise additional funds through loans from third parties or the issuance of debt securities. In the event that HAPC were able to borrow funds, the possibility that any third party lender would waive its right to assert claims against the trust account is remote. Accordingly, in the event that HAPC failed to complete an alternative business combination, a third party lender who did not waive its right to assert claims against the trust account could assert a claim against the trust for any funds owed to it by HAPC. It is likely that HAPC will have insufficient time and resources to sign another letter of intent or definitive agreement by October 18, 2007 and consummate an alternative business combination by April 18, 2008. HAPC will most likely be forced to liquidate after April 18, 2008 (or October 18, 2007 if no agreement is entered into).

When do you expect the proposals to be completed?

It is currently anticipated that the transactions and actions contemplated in the proposals will be completed simultaneously as promptly as practicable following the HAPC annual meeting of stockholders to be held on _____, 2007.

Who can help answer my questions?

If you have questions about any of the proposals, you may write or call HAPC, Inc. at 350 Madison Avenue, 20th Floor, New York, New York 10017, Attn: Pat LaVecchia, Secretary, (212) 418-5070.

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SUMMARY

This summary is being provided with respect to each of the proposals. All of the proposals are described in detail elsewhere in this proxy statement and this summary discusses the material items of each of the proposals. You should carefully read this entire proxy statement and the other documents to which this proxy statement refers you. See, *Where You Can Find More Information*.

Proposal 1 Acquisition Proposal

InfuSystem, Inc.

InfuSystem is a provider of ambulatory infusion pump management services for oncologists and their patients in the United States. InfuSystem supplies electronic ambulatory infusion pumps and assorted disposable supply kits and provides billing and collection services for these items to approximately 1,550 physician practices in United States. The pumps are currently used primarily for the continuous infusion of chemotherapy drugs for patients with colorectal cancer.

Continuous Infusion Therapy

Continuous infusion therapy involves the gradual administration of a drug via a small, lightweight, portable pump over two to seven days, followed by rest periods and additional cycles. This is an alternative to traditional bolus chemotherapy, where patients receive higher doses of drugs over the course of minutes to several hours, administered in the physician's office or the hospital.

Products and Services

InfuSystem's core service is to provide oncologist offices with ambulatory infusion pumps and related supplies and to directly bill and collect payment from payors for the use of these pumps.

Relationships with Physician Offices

Through its 17 person sales force, InfuSystem maintains relationships with clinical oncologists in more than 1,550 practices. Though this represents a substantial portion of the oncology practices in the United States, in many cases, only some of the physicians in the practice utilize InfuSystem's services. InfuSystem believes it can continue to add new physician relationships within these practices, as well as expand its network to further penetrate the oncology market.

Additional Markets

In addition to treatments for colorectal cancer, there are a number of approved drugs, protocols and drugs in the development pipeline that InfuSystem believes could potentially be used in continuous infusion protocols for the treatment of other diseases. Approved drugs include those for cancers such as head and neck, breast, lung, leukemia and stomach.

Billing Collection Services

As part of its relationship with I-Flow, InfuSystem provides billing and collection services for I-Flow's On-Q pain management product. InfuSystem has agreed to continue to provide this service to I-Flow for at least 18 months after the closing of the acquisition, subject to certain cancellation provisions. I-Flow will compensate InfuSystem for its direct costs and provides InfuSystem with an incentive based reimbursement arrangement.

Principal Executive Office

The principal executive office of InfuSystem is located at 1551 East Lincoln Avenue, Suite 200, Madison Heights, Michigan 48071.

The Acquisition

The Stock Purchase Agreement provides for the acquisition by Acquisition Sub of all of the issued and outstanding capital stock of InfuSystem from I-Flow. Concurrently with Acquisition Sub's acquisition of all of the issued and

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outstanding capital stock of InfuSystem, Acquisition Sub will merge with and into InfuSystem. After the merger, Acquisition Sub will cease to exist as an independent entity and InfuSystem, as the surviving corporation, will continue its corporate existence under the laws of the State of California. The Stock Purchase Agreement was executed on September 29, 2006. Following completion of the acquisition and merger, all of the issued and outstanding capital stock of InfuSystem will be held by HAPC. At the closing, I-Flow will be paid an aggregate of \$140,000,000 (subject to certain working capital adjustments to be determined at the time of closing) in cash or a combination of cash and a secured promissory note (the Promissory Note) in an amount of up to \$75,000,000 for all of the outstanding capital stock of InfuSystem. The actual amount of the Promissory Note will range from \$55,000,000 to \$75,000,000 depending upon the number of HAPC stockholders who exercise their conversion rights as described in this proxy statement.

InfuSystem, I-Flow and HAPC plan to complete the acquisition as promptly as practicable after the HAPC annual meeting, provided that:

HAPC's stockholders have approved the Stock Purchase Agreement, and holders of less than 20% of the shares of common stock issued in HAPC's initial public offering vote against the acquisition proposal and demand conversion of their shares into cash; and

the other conditions specified in the Stock Purchase Agreement have been satisfied or waived.

The Stock Purchase Agreement is included as Annex A to this proxy statement. We encourage you to read the Stock Purchase Agreement in its entirety. See Stock Purchase Agreement.

Terms of Promissory Note

The Promissory Note will be issued by Acquisition Sub simultaneously with its merger with and into InfuSystem and as a result, will become the obligation of InfuSystem as the entity surviving the merger. HAPC will guarantee InfuSystem's obligations under the Promissory Note. The Promissory Note will mature four years after the closing of the acquisition and bear interest, at the election of HAPC, at a floating rate equal to LIBOR plus 5.5% or the Base rate plus 4.5% calculated on a 360 day basis; provided, however, that LIBOR shall be no less than 3% and the Base rate no less than 4%. The Base rate shall be the rate of interest quoted in The Wall Street Journal, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks), as in effect from time to time, which was equal to 8.25% as of March 29, 2007. The Promissory Note will be subject to prepayment premiums and, under certain circumstances, will be subject to mandatory prepayment. InfuSystem and HAPC will make certain representations, warranties and covenants to I-Flow that are usual and customary for transactions of this type. The Promissory Note will be secured by all of the assets of InfuSystem and HAPC.

The occurrence of the following events, among others, will constitute a default under the Promissory Note: (i) failure to pay when due any principal, interest, premium or fees; (ii) failure to comply with the covenants and other agreements in the Promissory Note; (iii) material breach of a representation of warranty; (iv) liquidation, bankruptcy or reorganization of InfuSystem or HAPC; or (v) the impairment of any of the collateral pledged by InfuSystem and HAPC as security for the Promissory Note. In the event of a default, the applicable interest rate of the Promissory Note will be increased by 2%.

Pursuant to the term sheet for the Promissory Note attached as Exhibit C to the Stock Purchase Agreement, the terms and conditions of the Promissory Note that have not yet been determined shall be negotiated in good faith by the parties, with such qualifiers and exceptions as are usual, customary and reasonable in light of InfuSystem's business. HAPC believes, based on the good faith requirement, that the thresholds in the covenants will not be set in such a way that InfuSystem will be at a material risk of violating such covenants immediately after the acquisition.

In connection with I-Flow's commitment to accept the Promissory Note, HAPC paid a \$100,000 delivery fee to I-Flow on October 4, 2006. HAPC must also pay I-Flow a Ticking Fee (between 0.50% and 1.0% per annum of the maximum principal amount of the Promissory Note which is \$75,000,000) from September 29, 2006, the date that the Stock Purchase Agreement was executed, until the earlier of the closing of the acquisition under the Stock Purchase Agreement, termination of the Stock Purchase Agreement or HAPC's notice that, because alternative financing has been secured, the Promissory Note to I-Flow will no longer be required. The Promissory Note will be subject to a facility fee equal to 2.50% of the actual principal amount payable at closing. Additionally, InfuSystem will pay I-Flow an administrative fee of \$75,000 at the closing and on each anniversary of the closing for the term of the Promissory Note.

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The actual amount of the Promissory Note will range from \$55,000,000 to \$75,000,000 depending upon the number of HAPC stockholders who exercise their conversion rights as described in this proxy statement.

Conversion Rights

Pursuant to HAPC's amended and restated certificate of incorporation, a holder of shares of HAPC's common stock issued in the initial public offering may, if the stockholder votes against the acquisition, demand that HAPC convert such shares into cash. If properly demanded, HAPC will convert each share of common stock as to which such demand has been made into a pro rata portion of the trust account in which a substantial portion of the net proceeds of HAPC's initial public offering are held, plus all interest earned thereon. If you exercise your conversion rights, then you will be exchanging your shares of HAPC common stock for cash and will no longer own these shares. Based on the amount of cash held in the trust account as of May 31, 2007, without taking into account any interest accrued after such date, you will be entitled to convert each share of common stock that you hold into approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) You will only be entitled to receive cash for these shares if you continue to hold these shares through the closing date of the acquisition and then tender your stock certificate to HAPC. If the acquisition is not completed, then these shares will not be converted into cash. If you convert your shares of common stock, you will still have the right to exercise the warrants received as part of the units in accordance with the terms thereof. If the acquisition is not completed, then your shares will not be converted to cash at this time, even if you so elected.

The acquisition will not be completed if the holders of 3,375,050 or more shares of common stock issued in HAPC's initial public offering, an amount equal to 20% or more of such shares, vote against the acquisition proposal and exercise their conversion rights. If the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition.

Appraisal or Dissenters Rights

No appraisal rights are available under the Delaware General Corporation Law for the stockholders of HAPC in connection with the proposals.

Conditions to the Completion of the Acquisition

The obligations of HAPC, Acquisition Sub, I-Flow and InfuSystem to complete the acquisition are subject to the satisfaction or waiver of specified conditions before completion of the acquisition, including the following:

Conditions to HAPC's, Acquisition Sub's, I-Flow's and InfuSystem's obligations:

the absence of any law preventing consummation of the acquisition; and

the receipt of all material consents of, registrations, declarations or filings with, any governmental entity legally required for the consummation of the acquisition.

Conditions to HAPC's and Acquisition Sub's obligations:

The obligation of HAPC and Acquisition Sub to complete the acquisition is further subject to the following conditions:

the representations and warranties made by I-Flow and InfuSystem that are qualified as to materiality must be true and correct, and those not qualified as to materiality must be true and correct in all material respects, both when made and as of the closing date of the acquisition, except representations and warranties that address matters as of another date, which must be true and correct as of such other date, and HAPC must have received a certificate from each of I-Flow and InfuSystem to that effect;

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I-Flow and InfuSystem must have performed in all material respects all obligations required to be performed by each of them under the terms of the Stock Purchase Agreement;

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HAPC and Acquisition Sub must have received all such documents as HAPC and Acquisition Sub may reasonably request evidencing the satisfaction of I-Flow's and InfuSystem's obligations under the terms of the Stock Purchase Agreement;

HAPC must have received the affirmative vote in favor of the acquisition by the holders of at least the majority of the number of shares of common stock that were issued in HAPC's public offering that vote on the proposal, provided, less than 20% of the shares of common stock issued in HAPC's initial public offering vote against the acquisition proposal and elect a cash conversion of their shares;

I-Flow must have obtained the consent of each person whose consent is required under certain material contracts to which InfuSystem is a party and provided evidence of such consents to HAPC;

I-Flow must have delivered to HAPC evidence of the release of all encumbrances (other than certain permitted encumbrances, including those created by HAPC or Acquisition Sub) with respect to the property and assets of InfuSystem and all of the issued and outstanding capital stock of InfuSystem;

I-Flow must have delivered to HAPC evidence of the repayment or release of all outstanding indebtedness of InfuSystem (other than certain permitted indebtedness);

I-Flow must have delivered to HAPC evidence of the repayment or other cancellation of all liabilities owed by or to InfuSystem to or from I-Flow or any of its affiliates;

I-Flow must have delivered to HAPC or Acquisition Sub a certificate of the secretary of I-Flow dated as of the closing date and certifying that attached thereto are true and complete copies of all resolutions adopted by the Board of Directors of I-Flow authorizing the execution, delivery and performance of the Stock Purchase Agreement and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by the Stock Purchase Agreement;

I-Flow must have delivered to HAPC a duly completed and executed certification of non-foreign status pursuant to Section 1.1445-2(b)(2) of the Treasury regulations; and

I-Flow must have delivered to HAPC a duly completed and executed Form 8023, if requested by HAPC.

Conditions to I-Flow's and InfuSystem's Obligations:

The obligation of I-Flow and InfuSystem to complete the acquisition is further subject to the following conditions:

the representations and warranties made by HAPC and Acquisition Sub that are qualified as to materiality must be true and correct, and those not qualified as to materiality must be true and correct in all material respects, both when made and as of the closing date of the acquisition, except representations and warranties that address matters as of another date, which must be true and correct as of such other date, and I-Flow must have received a certificate from each of HAPC and Acquisition Sub to that effect;

HAPC or Acquisition Sub must have delivered the purchase price of \$140,000,000 in cash (subject to certain working capital adjustments to be determined at the time of closing) or in a combination of cash and a promissory note to I-Flow;

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HAPC must have executed and delivered to I-Flow a guaranty of amounts due under the promissory note;

I-Flow must have received an executed counterpart signature page by InfuSystem to each of the Amended and Restated Services Agreement and License Agreement (described herein); and

I-Flow must have received all such documents as I-Flow may reasonably request evidencing the satisfaction of HAPC's and Acquisition Subs obligations under the terms of the Stock Purchase Agreement

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Termination

Termination by I-Flow or HAPC

The Stock Purchase Agreement may be terminated at any time prior to the closing by mutual written consent of I-Flow or HAPC. Additionally, I-Flow or HAPC may terminate the Stock Purchase Agreement prior to closing if (i) the closing has not occurred by June 29, 2007 or (ii) any governmental authority issues an order, ruling or takes other action that prohibits the consummation of the transactions contemplated by the Stock Purchase Agreement. On April 30, 2007, HAPC, I-Flow, InfuSystem and Iceland Acquisition Subsidiary entered into an amendment to the Stock Purchase Agreement extending the termination date from April 30, 2007 to June 29, 2007.

Termination by I-Flow

I-Flow may terminate the Stock Purchase Agreement prior to the closing if (i) HAPC or Acquisition Sub breaches or fails to perform in any respect any of its representations, warranties or covenants contained in the Stock Purchase Agreement where such breach or failure to perform would result in a failure of a condition precedent to the closing, cannot be cured within 15 calendar days following delivery of written notice of such breach and such breach has not been waived by I-Flow or (ii) any of the conditions precedent to closing have become incapable of fulfillment.

Termination by HAPC

HAPC may terminate the Stock Purchase Agreement prior to the closing if (i) I-Flow or InfuSystem breaches or fails to perform in any respect any of its representations, warranties or covenants contained in the Stock Purchase Agreement, the Amended and Restated Services Agreement or License Agreement where such breach or failure to perform would result in a failure of a condition precedent to the closing, cannot be cured within 15 calendar days following delivery of written notice of such breach and such breach has not been waived by I-Flow or (ii) any of the conditions precedent to closing have become incapable of fulfillment.

Break-up Fee

In the event that the Stock Purchase Agreement is terminated (i) because of HAPC's failure to obtain the stockholder approval required by the terms of the Stock Purchase Agreement (HAPC Stockholder Approval) by June 29, 2007 for any reason or (ii) because HAPC or Acquisition Sub is unwilling or unable to consummate the transactions contemplated by the Stock Purchase Agreement notwithstanding the fact that all conditions precedent to the Stock Purchase Agreement to be satisfied by I-Flow and InfuSystem (and the receipt of HAPC Stockholder Approval) have been satisfied or are capable of fulfillment, HAPC must pay I-Flow a break up fee. In the event that I-Flow terminates the Stock Purchase Agreement after June 29, 2007 and the break up fee is payable for the sole reason that HAPC has not held the stockholder meeting seeking HAPC Stockholder Approval by June 29, 2007, the break up fee will be \$1,000,000. In all other cases where a break up fee is payable, the amount will be \$3,000,000.

Guaranty

Payment of the break up fee has been guaranteed to I-Flow by Messrs. Sean McDevitt and Philip B. Harris (the Guarantors) pursuant to a Continuing Guaranty provided by the Guarantors in favor of I-Flow and delivered concurrently with the execution of the Stock Purchase Agreement. Pursuant to the terms of a Guarantee Fee and Reimbursement Agreement entered into by HAPC and the Guarantors on September 29, 2006, HAPC has agreed to pay the Guarantors a fee of \$100,000 upon delivery of the Continuing Guaranty and \$300,000 upon closing of the transactions contemplated by, or the termination of, the Stock Purchase Agreement. HAPC has also agreed to reimburse the Guarantors for any payments actually made by them in connection with the Continuing Guaranty. Messrs. McDevitt and Harris have delivered to I-Flow a letter of credit issued by JPMorgan Chase Bank for the benefit of I-Flow which I-Flow may draw upon in the event that the \$1,000,000 or \$3,000,000 break up fee, as the case may be, is not paid when due and payable.

Interests of HAPC Directors and Officers in the Acquisition

When you consider the recommendation of HAPC's Board of Directors that you vote in favor of the acquisition proposal, you should keep in mind that certain of HAPC's directors and officers have interests in the acquisition that are different from, or in addition to, your interests as a stockholder.

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If the acquisition is not approved and HAPC fails to consummate an alternative transaction within the time allotted pursuant to its amended and restated certificate of incorporation, HAPC is required to liquidate, and the shares of common stock issued to HAPC's officers and directors prior to HAPC's initial public offering will be worthless because HAPC's executives and directors are not entitled to receive any of the net proceeds of HAPC's initial public offering that may be distributed upon liquidation of HAPC. Additionally, HAPC's officers and directors who acquired shares of HAPC common stock prior to HAPC's initial public offering at a value of \$4.82 per share will benefit if the acquisition is approved.

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The table below shows the amount of the shares owned by the officers and directors of HAPC.

	Common Shares
	Owned
Pat LaVecchia	0
Sean McDevitt	0
Wayne P. Yetter	416,667
Erin Enright	250,000
Jean Pierre Millon	416,667
John Voris	666,667
	1,750,001

These shares of common stock were issued for no consideration. Based upon the \$5.75 closing price of HAPC's common stock on June 6, 2007, the shares of common stock held by Wayne Yetter and Jean Pierre Millon have an aggregate market value of \$2,395,835, the shares of common stock held by Erin Enright have an aggregate market value of \$1,437,500 and the shares of common stock held by John Voris have an aggregate market value of \$3,833,335.

Pursuant to lock up agreements signed by these stockholders, the shares may not be sold until six months after the consummation of HAPC's initial business combination. Although these shares are not registered, the stockholder may make up to two demands that HAPC register the shares at any time subsequent to six months after the consummation of HAPC's initial business combination.

Each individual has agreed that if he or she ceases to be an officer or director of HAPC prior to the dates specified below (other than as a result of (i) disability, as determined by the HAPC Board of Directors or as certified by a physician in a letter to the HAPC Board of Directors, (ii) death, (iii) removal without cause, or (iv) resignation for good reason), the portion of the shares specified below will be forfeited and transferred back to HAPC:

Termination of Services Prior to	Shares Forfeited
June 30, 2006	100%
December 31, 2006	75%
June 30, 2007	50%
December 31, 2007	25%

All of the common stock issued to these individuals will vest upon completion of the acquisition of InfuSystem.

HAPC recognized compensation of \$8,435,005 in connection with the issuance, computed at \$4.82 per share. Of this amount, \$615,051 was charged to expense for the period ended March 31, 2007. HAPC will recognize the remaining \$1,135,408 of compensation as an expense ratably over the forfeiture period of the shares.

In addition, the Board of Directors has approved the grant of 2,000,000 shares of common stock to Sean McDevitt and 416,666 shares of common stock to Pat LaVecchia on the date that is the later of six months after the completion of the acquisition of InfuSystem, or another business combination, or April 11, 2007 (which is the first anniversary of the completion of HAPC's initial public offering). If the acquisition of InfuSystem, or another business combination is not completed, Messrs. McDevitt and LaVecchia will not receive such shares.

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Messrs. McDevitt and LaVecchia have, collectively, committed to purchase \$1,000,000 of warrants in the market at prevailing market prices or from HAPC at a price of \$0.70 per warrant, subsequent to the preliminary filing of this proxy statement with the SEC.

On December 28, 2006, HAPC issued and sold to Sean McDevitt 624,286 warrants to purchase common stock at a purchase price of \$0.70 per warrant for an aggregate purchase price of \$437,000. Each warrant represents the right to purchase one share of common stock at an exercise price of \$5.00 per share. The warrants are exercisable commencing on the later of HAPC's completion of a business combination or April 11, 2007, and expire on April 11, 2011 or earlier upon HAPC's redemption of the warrants. HAPC may redeem the warrants in whole, and not in part, at a price of \$0.01 per warrant, at any time after the warrants become exercisable, provided that Mr. McDevitt receives no less than 30 days written notice prior to the redemption and the last reported sale price of the common stock equals or exceeds \$8.50 per share for any 20 trading days within a 30 trading day period ending on the third business day prior to the notice of redemption to Mr. McDevitt. The exercise price and number of shares of common stock issuable upon exercise of the warrants will be subject to future adjustments in the event that HAPC subdivides or combines its outstanding shares of common stock or issues a stock dividend. HAPC issued and sold to Mr. McDevitt an additional 447,143 warrants to purchase common stock at a purchase price of \$0.70 per warrant for an aggregate purchase price of \$313,000 as of April 12, 2007 (the date HAPC received payment for such warrants). These warrants are subject to the same terms and conditions as the warrants purchased by Mr. McDevitt in December 2006. To date, Mr. McDevitt has purchased 1,071,429 warrants from HAPC at an aggregate purchase price of \$750,000. It is intended that Mr. McDevitt will purchase additional warrants from HAPC as needed to fund HAPC's operating costs and liquidation costs (in the event that HAPC is required to liquidate).

HAPC issued and sold the warrants to Mr. McDevitt on December 28, 2006 and as of March 30, 2007 in private placement transactions made in reliance upon the exemption from securities registration afforded by Section 4(2) under the Securities Act of 1933, as amended (the "Securities Act") and Regulation D thereunder.

FTN Midwest Securities Corp. ("FTN") acted as advisor to HAPC in connection with the negotiation of the acquisition. HAPC and FTN have entered into an agreement providing that FTN will receive a fee of \$1,000,000 for customary investment banking services in connection with this transaction, payable if and when HAPC's acquisition of InfuSystem closes. Additionally, if the acquisition is consummated, FTN will receive its deferred underwriting discount of \$5,468,000.

As described below, Messrs. McDevitt and Harris have guaranteed HAPC's obligation to pay the break up fee under the Stock Purchase Agreement to I-Flow. Mr. McDevitt is the Chairman of HAPC. In exchange for providing this personal guaranty, HAPC has agreed to pay the two individuals a fee in the aggregate amount of \$100,000 upon delivery of the guaranty, and \$300,000 upon the closing of the transactions contemplated by, or the termination of the Stock Purchase Agreement. In the event the guaranty is called upon, HAPC is obligated to reimburse the two individuals. However, in the event the acquisition is not completed, it is not likely that HAPC would have the resources to reimburse such amounts and these individuals have agreed to waive any right to the trust account for reimbursement. Messrs. McDevitt and Harris have delivered a letter of credit to I-Flow issued by JPMorgan Chase Bank for the benefit of I-Flow which I-Flow may draw upon in the event that the break up fee is not paid when due and payable.

HAPC has not paid, and will not pay, a finder's fee to any person or entity in connection with the acquisition.

HAPC has entered into services agreements with Sean McDevitt and Pat LaVecchia in connection with their respective positions as Chairman of the Board of Directors and Secretary of HAPC. These agreements provide, among other things, that HAPC will maintain director's and officer's liability insurance for the benefit of Messrs. McDevitt and LaVecchia and reimburse each of them for reasonable out-of-pocket expenses incurred by them in connection with their activities on HAPC's behalf. Messrs. McDevitt and LaVecchia are not entitled to receive compensation from HAPC under the terms of these agreements.

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Regulatory Matters

The acquisition and the transactions contemplated by the Stock Purchase Agreement are not subject to any federal or state regulatory requirements or approvals.

HAPC's Board of Directors' Recommendation

After careful consideration, HAPC's Board of Directors has determined unanimously that the acquisition proposal is fair to, and in the best interests of, HAPC and its stockholders. Accordingly, HAPC's Board of Directors has unanimously approved and declared advisable the acquisition and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of the acquisition proposal.

Proposal 2 The Stock Incentive Plan Proposal

HAPC is seeking stockholder approval for the adoption of the HAPC 2007 Stock Incentive Plan which will provide for the granting of options and/or other stock-based or stock-denominated awards. The material terms of such plan are:

2,000,000 shares of common stock reserved for issuance;

the plan will be administered by the HAPC Board of Directors and any particular term of a grant or award shall be at the HAPC Board's discretion; and

the plan will become effective upon the closing of the acquisition of InfuSystem.

HAPC's Board of Directors has determined unanimously that this proposal is fair to, and in the best interest of HAPC and its stockholders. Accordingly, HAPC's Board has unanimously approved and declared advisable this proposal and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of this proposal.

Proposal 3 The Amendment to Certificate of Incorporation Proposal

HAPC is seeking stockholder approval to amend HAPC's certificate of incorporation to change the corporate name to InfuSystem Holdings, Inc. Any amendment will not become effective unless and until the acquisition of InfuSystem is completed.

HAPC's Board of Directors has determined unanimously that this proposal is in the best interest of HAPC and its stockholders. Accordingly, HAPC's Board has unanimously approved and declared advisable this proposal and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of this proposal.

Proposal 4 Election of Directors Proposal

HAPC has nominated the following individuals for election as members of the HAPC's Board of Directors to serve until the 2008 annual meeting of stockholders and until their successors are duly elected and qualified: Sean McDevitt, John Voris, Pat LaVecchia, Wayne Yetter and Jean Pierre Millon. Each of the nominees have served as members of HAPC's Board of Directors since HAPC's initial public offering consummated in April 2006.

HAPC's Board unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of this proposal.

Proposal 5 Ratification of Registered Public Accounting Firm Proposal

HAPC's Board of Directors has appointed Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007. HAPC is seeking stockholder ratification of the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007.

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HAPC's Board unanimously recommends that you vote or instruct your vote to be cast FOR the approval of this proposal.

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The merger of Acquisition Sub with and into InfuSystem will be accounted for as an acquisition of InfuSystem by HAPC under the purchase method of accounting. Under the purchase method of accounting, the purchase price, including transaction costs, to acquire InfuSystem will be allocated to the underlying net assets, based on their respective estimated fair values. The excess of the purchase price over the estimated fair values of the net assets acquired will be recorded as goodwill.

Set forth below is selected unaudited pro forma combined financial information that reflects the purchase method of accounting and is intended to provide you with a better picture of what HAPC's business might have looked like had HAPC and InfuSystem actually been combined. The selected unaudited pro forma combined financial information does not reflect the effect of asset dispositions, if any, or cost savings that may result from the merger. The selected unaudited pro forma combined financial information may not be indicative of the historical results that would have occurred had the companies been combined or the future results that may be achieved after the purchase. The following selected unaudited pro forma combined financial information has been derived from, and should be read in conjunction with, the unaudited pro forma condensed combined financial statements and related notes thereto included elsewhere in this proxy statement.

	Three Months Ended		Year Ended	
	March 31, 2007		December 31, 2006	
	Assuming		Assuming	
	No Redemption (1) (in thousands, except share and per share data)	Assuming Maximum Redemption (2)	No Redemption (1) (in thousands, except share and per share data)	Assuming Maximum Redemption (2)
Revenue	\$ 7,874	\$ 7,874	\$ 31,716	\$ 31,716
Net income	595	106	9,410	7,301
Net income per share - Basic	.03	.01	.51	.48
Weighted average number of shares - Basic	18,625,252	15,251,889	18,625,252	15,251,889
Net income per share - Diluted	.03	.01	.44	.42
Weighted average number of shares - Diluted	22,417,488	18,299,825	21,463,537	17,533,105

	March 31, 2007	
	Assuming	
	No Redemption (1) (in thousands)	Assuming Maximum Redemption (2)
Total assets	\$ 155,751	\$ 156,360
Long-term debt	55,000	74,366
Total Stockholders' equity	87,156	68,399

(1) Assumes no HAPC stockholders redeem their conversion rights.

(2) Assumes 19.99% of the HAPC stockholders redeem their conversion rights.

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RISK FACTORS

You should carefully consider the following risk factors, together with all of the other information included in this proxy statement, before you decide whether to vote or instruct your vote to be cast to adopt the acquisition proposal. As HAPC's operations will be those of InfuSystem upon completion of the acquisition, a number of the following risk factors relate to the business and operations of InfuSystem and HAPC, as the successor to such business.

Risks Related to the Acquisition

If the acquisition is not approved by HAPC stockholders, it is unlikely that HAPC will be able to consummate an alternate business combination within the time frame required by its amended and restated certificate of incorporation, in which case, HAPC will be forced to liquidate.

Pursuant to the terms of HAPC's amended and restated certificate of incorporation, HAPC must complete a business combination with a fair market value of at least 80% of its net assets (excluding the deferred underwriting discount and commission held in the trust account in the amount of approximately \$5,468,000) at the time of the business combination within 18 months after the consummation of its initial public offering (or within 24 months after the consummation of its initial public offering if a definitive agreement relating to a business combination has been executed within 18 months after the consummation of its initial public offering). As the Stock Purchase Agreement was executed on September 29, 2006, the amended and restated certificate of incorporation requires HAPC to consummate the acquisition of InfuSystem by April 18, 2008 (notwithstanding the fact that HAPC is contractually bound to complete the acquisition by June 29, 2007 under the terms of the Stock Purchase Agreement, as amended). If HAPC fails to consummate the acquisition by April 18, 2008, it is unlikely that HAPC will have sufficient time to complete an alternative business combination and will be forced to liquidate its assets.

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If HAPC is forced to liquidate its assets, HAPC stockholders will receive less than \$6.00 per share upon distribution of the trust account and HAPC warrants will expire worthless.

If HAPC is unable to complete the acquisition and forced to liquidate its assets, the per-share liquidation distribution on the shares of common stock sold in HAPC's initial public offering will be less than \$6.00 because of the expenses related to the initial public offering, general and administrative expenses and the costs of seeking the acquisition of InfuSystem. Furthermore, warrants issued by HAPC will expire worthless if HAPC liquidates before the completion of the acquisition.

If HAPC stockholders exercise their right to convert their common stock into a pro rata share of the trust account, we will need to increase that amount that we borrow from I-Flow under the Promissory Note

Pursuant to HAPC's amended and restated certificate of incorporation, holders of shares common stock issued in the HAPC's initial public offering in April 2006 may vote against the acquisition and demand that HAPC convert their shares, as of the record date, into a pro rata share of the trust account where a substantial portion of the net proceeds of the initial public offering are held. Pursuant to the Stock Purchase Agreement, HAPC will not consummate the acquisition if stockholders owning 20% or more shares of common stock issued in the initial public offering exercise these conversion rights. To the extent the acquisition is consummated and holders have demanded to convert their shares, there will be a corresponding increase in the amount that we will need to borrow from I-Flow under the Promissory Note. The principal amount of the Promissory Note will thus range from \$55,000,000 to \$75,000,000, the difference used to pay stockholders who exercise their conversion rights. Assuming the acquisition is approved and less than 20% of HAPC shares of common stock that were issued in the initial public offering exercise their conversion rights, the maximum amount of funds that could be disbursed to HAPC stockholders upon the exercise of their conversion rights is approximately \$20,000,000, or approximately 21% of the funds then held in the trust account. Any payment upon exercise of conversion rights will require us to increase the principal amount that we borrow under the Promissory Note.

Debt incurred in connection with the acquisition of InfuSystem could adversely affect HAPC's operations and financial condition.

If the acquisition of InfuSystem is consummated HAPC will be highly leveraged. Depending upon the number of HAPC stockholders who exercise their conversion rights, HAPC will owe I-Flow between \$55,000,000 and \$75,000,000 under the Promissory Note, in addition to interest accrued thereon.

Such indebtedness could have adverse consequences for HAPC's business, financial condition and results of operations, such as:

limiting HAPC's ability to obtain additional financing to fund growth and working capital;

limiting HAPC's operational flexibility in planning for or reacting to changing conditions in its business and industry;

limiting HAPC's ability to compete with companies that are not as highly leveraged, or whose debt is at more favorable interest rates and that, as a result, may be better positioned to withstand economic downturns; and

increasing HAPC's vulnerability to economic downturns and changing market conditions or preventing HAPC from carrying out capital spending that is necessary or important to its growth strategy.

If HAPC does not have enough money to meet its payment obligations under the Promissory Note when due, HAPC may be required to refinance all or part of its debt under the Promissory Note, sell assets or borrow more money. HAPC may not be able to, at any given time, refinance its debt under the Promissory Note, sell assets or borrow more money on terms acceptable to HAPC or at all, the failure to do any of which could have adverse consequences for its business, financial condition and results of operations.

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HAPC's indebtedness to I-Flow under the promissory note will be secured by substantially all of its assets. I-Flow's security interest in substantially all of HAPC's assets may limit HAPC's flexibility in the way HAPC operates its business and its ability to obtain additional financing from third parties.

HAPC's indebtedness to I-Flow under the promissory note will be secured by substantially all of HAPC's assets. I-Flow's security interest in substantially all of HAPC's assets may have adverse consequences for HAPC's business and financial conditions, including limiting HAPC's operational flexibility in planning for or reacting to changing conditions in its business and industry and limiting HAPC's ability to obtain additional financing to fund growth and working capital.

HAPC's ability to operate successfully after the acquisition will be largely dependent upon the efforts of the key personnel who will join HAPC following the acquisition and who may be unfamiliar with the requirements of operating a public company.

HAPC's ability to successfully operate after the acquisition of InfuSystem will be dependent upon the efforts of its key personnel. The future role of HAPC's management personnel following the acquisition, however, cannot presently be fully ascertained. Pursuant to the terms of an employment agreement under negotiation between HAPC and Steven E. Watkins, president of InfuSystem, it is anticipated that Mr. Watkins will replace John Voris as chief executive officer of HAPC upon completion of the acquisition. Mr. Watkins will also become a member of HAPC's Board of Directors. At the time the acquisition is completed, Erin Enright, the current chief financial officer of HAPC, will resign. HAPC is actively recruiting a new chief financial officer to replace Ms. Enright. If, at the time of the closing of the acquisition, HAPC has not hired an individual to replace Ms. Enright as chief financial officer, it is anticipated that Stephen C. Revere, the current controller of InfuSystem, will assume the duties of the chief financial officer of HAPC until HAPC has hired a new chief financial officer to replace Ms. Enright. HAPC is also in the process of negotiating employment agreements with Janet Skonieczny, Vice President, Operations of InfuSystem and Tony Norkus, Vice President, Western Regional Sales of InfuSystem. The employment agreements provide that Ms. Skonieczny and Mr. Norkus will continue in their present positions with InfuSystem upon the completion of the acquisition.

Additionally, upon completion of the acquisition, the remaining members of InfuSystem's current management team will be employed by HAPC in capacities similar to their roles with respect to InfuSystem. While HAPC intends to closely scrutinize any additional individuals it engages after the acquisition of InfuSystem, HAPC cannot assure you that its assessment of these individuals will prove to be correct. These individuals may be unfamiliar with the requirements of operating a public company as well as with United States securities laws which could cause HAPC to have to expend time and resources helping them become familiar with such laws. This could be expensive and time-consuming, which would reduce HAPC's profitability, and could lead to various regulatory problems that would further increase costs and reduce profitability.

Because certain of HAPC's directors and officers own shares of HAPC common stock that will not participate in any liquidation distribution of the trust account, they have interests in the acquisition that are different from HAPC stockholders generally.

In considering the recommendation of HAPC's Board of Directors to vote for the proposal to approve the acquisition and adopt the Stock Purchase Agreement, stockholders should be aware that members of HAPC's Board are parties to agreements or arrangements that provide them with interests that differ from, or are in addition to, those of HAPC stockholders generally. HAPC's directors and officers, other than Sean McDevitt and Pat LaVecchia, own shares of HAPC common stock that were issued prior to HAPC's initial public offering. HAPC's initial stockholders will not have the right to receive distributions from the trust account upon HAPC's liquidation in the event that HAPC fails to complete the acquisition of InfuSystem within the time frame required by HAPC's amended and restated certificate of incorporation. The shares of common stock owned by HAPC's directors and officers will be worthless if HAPC does not consummate a business combination. In addition, the Board of Directors has approved the grant of 2,000,000 shares of common stock to Sean McDevitt and 416,666 shares of common stock to Pat LaVecchia on the date that is the later of six months after the completion of the acquisition of InfuSystem, or another business combination, or April 11, 2007 (which is the first anniversary of the completion of HAPC's initial public offering). If the acquisition of InfuSystem, or another business combination is not completed, Messrs. McDevitt and LaVecchia will not receive such shares.

Sean McDevitt, HAPC's Chairman, has personally guaranteed HAPC's payment of up to \$3,000,000 in break up fees to I-Flow in the event that Stock Purchase Agreement is terminated by I-Flow (i) because of HAPC's failure to obtain the stockholder approval required by the terms of the Stock Purchase Agreement by June 29, 2007 for any reason or (ii) because HAPC or Acquisition Sub is unwilling or unable to consummate the transactions contemplated by the Stock Purchase Agreement, notwithstanding the fact that all conditions precedent to the Stock Purchase Agreement to be satisfied by I-Flow and InfuSystem have been satisfied or are capable of fulfillment.

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HAPC expects to incur significant costs associated with the acquisition, whether or not the acquisition is completed, which will reduce the amount of cash otherwise available for other corporate purposes.

HAPC expects to incur significant costs associated with the acquisition, whether or not the acquisition is completed. These costs will reduce the amount of cash otherwise available for other corporate purposes. Transaction costs will be expensed by the respective parties whether or not the acquisition is consummated. HAPC estimates that it will incur direct transaction costs of approximately \$2,750,000. There is no assurance that the actual costs may not exceed these estimates. In addition, InfuSystem and/or HAPC may incur additional material charges reflecting additional costs associated with the acquisition in fiscal quarters subsequent to the quarter in which the acquisition was consummated. There is no assurance that the significant costs associated with the acquisition will prove to be justified in light of the benefits ultimately realized.

The consummation of the acquisition could result in disruptions in business, loss of customers or contracts or other adverse effects.

The consummation of the acquisition may cause disruptions, including potential loss of business partners and customers, in the business of InfuSystem, which could have material adverse effects the operations of InfuSystem subsequent to the merger of Acquisition Sub with and into InfuSystem. InfuSystem's customers, and other business partners, in response to the consummation of the acquisition, may adversely change or terminate their relationships with InfuSystem, which could have a material adverse effect on the business of InfuSystem.

The pro forma financial statements are not an indicator of InfuSystem's financial condition or results of operations following the acquisition.

The pro forma financial statements contained in this proxy statement are not an indicator of the InfuSystem's financial condition or results of operations following the acquisition. The pro forma financial statements have been derived from the historical financial statements of InfuSystem and HAPC and many adjustments and assumptions have been made regarding InfuSystem after giving effect to the acquisition. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with complete accuracy. As a result, the actual financial condition and results of operations of InfuSystem following the acquisition may not be consistent with, or evident from, these pro forma financial statements.

If HAPC's initial stockholders exercise their registration rights after the consummation of the acquisition, it may have an adverse effect on the market price of HAPC's common stock.

HAPC's initial stockholders are entitled to demand that HAPC register the resale of their shares of common stock at any time six months following the consummation of the acquisition, pursuant to the terms of their respective lock-up agreements. If HAPC's initial stockholders exercise their registration rights with respect to all of the shares of common stock held by them, then there will be at least 1,750,001 shares of common stock eligible for trading in the public market (in addition to 2,000,000 shares of common stock to be issued to Sean McDevitt and 416,666 shares of common stock to be issued to Pat LaVecchia by HAPC on the date that is the later of six months after completion of the acquisition or April 11, 2007). The presence of this additional number of shares of common stock eligible for trading in the public market may have an adverse effect on the market price of the common stock after the acquisition.

If the acquisition's benefits do not meet the expectations of the marketplace, or financial or industry analysts, the market price of HAPC's common stock may decline.

The market price of HAPC's common stock may decline as a result of the acquisition if InfuSystem does not perform as expected, or HAPC does not otherwise achieve the perceived benefits of the acquisition as rapidly as, or to the extent anticipated by the marketplace, or financial or industry analysts. Accordingly, investors may experience a loss as a result of a decreasing stock price and HAPC may not be able to raise future capital, if necessary, in the equity markets.

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As a result of the acquisition, HAPC stockholders will be solely dependent on a single business.

As a result of the acquisition, HAPC's stockholders will be solely dependent upon the performance of InfuSystem and its business. InfuSystem will be subject to a number of risks that relate generally to the healthcare industry and other risks that relate specifically to InfuSystem.

Results of operations may be volatile as a result of the impact of fluctuations in the fair value of HAPC's outstanding warrants from quarter to quarter.

HAPC's outstanding warrants are classified as derivative liabilities and therefore, their fair values are recorded as derivative liabilities on HAPC's balance sheet. Changes in the fair values of the warrants will result in adjustments to the amount of the recorded derivative liabilities and the corresponding gain or loss will be recorded in HAPC's statement of operations. HAPC is required to assess these fair values of its derivative liabilities each quarter and as the value of the warrants is quite sensitive to changes in the market price of HAPC's stock, among other things, fluctuations in such value could be substantial and could cause HAPC's results to not meet the expectations of securities analysts and investors. Even if the merger is consummated, these fluctuations will continue to impact HAPC's results of operations for as long as the warrants are outstanding.

Risks Relating to the Business and Operations Following the Acquisition of InfuSystem

The value of your investment in HAPC following consummation of the acquisition will be subject to the significant risks inherent in the healthcare industry. You should carefully consider the risks and uncertainties described below and other information included in this proxy statement. If any of the events described below occur, the business and financial results of InfuSystem subsequent to the acquisition could be materially adversely affected. This could cause the trading price of HAPC's common stock to decline, perhaps significantly, and stockholders therefore may lose all or part of their investment.

InfuSystem is dependent on its Medicare Supplier Number.

InfuSystem has obtained a Medicare Supplier Number and is required to comply with Medicare Supplier Standards in order to maintain such number. If InfuSystem ceases to be able to comply with the relevant standards, it could lose its Medicare Supplier Number, which is the primary identification number used with InfuSystem's various third-party payors. The loss of such identification number for any reason would prevent InfuSystem from billing Medicare for patients who rely on Medicare to pay their medical expenses and, as a result, InfuSystem would experience a decrease in its revenues. Furthermore, all managed care and Medicaid contracts require InfuSystem to have a Medicare Supplier Number. Without such a number, InfuSystem would be unable to continue its managed care and Medicaid contracts and would experience a material decrease in revenues as a result. The majority of InfuSystem's revenue is dependent upon its Medicare Supplier Number.

Changes in third-party reimbursement rates may adversely impact InfuSystem's revenues.

InfuSystem depends primarily on third-party reimbursement for the collection of its revenues. InfuSystem is paid directly by private insurers and governmental agencies, often on a fixed fee basis, for infusion equipment and related disposable supplies provided to patients. If the average fees allowable by private insurers or governmental agencies were reduced, the negative impact on revenues could have a material adverse effect on InfuSystem's financial condition and results of operations. Also, if collection amounts owed to InfuSystem by patients and insurers is reduced, InfuSystem may be required to increase its bad debt expense. During the three months ended March 31, 2007, InfuSystem experienced a bad debt increase of \$1,100,000 compared to the same period in the prior year.

InfuSystem's customers frequently receive reimbursement from private insurers and governmental agencies. Any change in the overall reimbursement system may adversely impact InfuSystem's business. The health care reimbursement system is in a constant state of change.

Changes often create financial incentives and disincentives that encourage or discourage the use of a particular type of product, therapy or clinical procedure. Market acceptance of infusion therapy may be adversely affected by changes or trends within the reimbursement system. Changes to the health care system that favor technologies or treatment regimens other than InfuSystem's or that reduce reimbursements to providers or treatment facilities that use InfuSystem's products may adversely affect InfuSystem's ability to market its products profitably.

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InfuSystem's customers are heavily dependent on payment for their services by private insurers and governmental agencies. Changes in the reimbursement system could adversely affect InfuSystem's participation in the industry. InfuSystem believes that the current trend in the insurance industry (both private and governmental) has been to eliminate cost-based reimbursement and to move towards fixed or limited fees for service, thereby encouraging health care providers to use the lowest cost method of delivering medications. Furthermore, certain payors may transition to competitive bidding programs to lower costs even more. These trends may discourage the use of InfuSystem's products, create downward pressure on InfuSystem's average prices, and, ultimately, negatively affect InfuSystem's revenues and profit margins.

InfuSystem's success is impacted by the availability of the chemotherapy drugs that are used in InfuSystem's infusion pump systems.

InfuSystem primarily derives its revenue from the rental of ambulatory infusion pump systems to oncology patients through physicians' offices and chemotherapy clinics. A shortage in the availability of chemotherapy drugs that are used in the infusion pump systems, including the commonly-used chemotherapy drug known as 5-Fluorouracil, could have a material adverse effect on InfuSystem's financial condition and results of operations. For instance, InfuSystem believes a shortage of 5-Fluorouracil in the fourth quarter of 2005 resulted in an unfavorable revenue impact of approximately \$1.9 million. The 5-Fluorouracil shortage continued into the first quarter of 2006 and, although availability of 5-Fluorouracil returned to normal at the end of the first quarter of 2006, revenue was affected during the second, and possibly third, quarters of 2006 due to a decline in the number of patients in the pipeline who had to turn to other medications. Future shortages of 5-Fluorouracil or other commonly-used chemotherapy drugs could negatively impact InfuSystem's revenue and financial condition.

InfuSystem's revenues are heavily dependent on physicians' acceptance of infusion therapy as a preferred therapy since a significant percentage of patients are treated with oral medications. If new oral medications are introduced or future clinical studies demonstrate that oral medications are as effective or more effective than infusion therapy, InfuSystem's business could be adversely affected.

Continuous infusion therapy is currently preferred by many physicians over oral medication treatment despite the more cumbersome aspects of maintaining a continuous infusion regimen. The reasons for these physicians' preference are varied, including a belief that infusion therapy involves fewer adverse side effects and may provide greater therapeutic benefits. Numerous clinical trials are currently ongoing, evaluating and comparing the therapeutic benefits of current infusion-based regimens with various oral medication regimens. If these clinical trials demonstrate that oral medications provide equal or greater therapeutic benefits and/or demonstrate reduced side effects from prior oral medication regimens, InfuSystem's revenues and overall business could be materially and adversely affected. Additionally, if new oral medications are introduced to the market that are superior to existing oral therapies, physicians' willingness to prescribe infusion-based regimens could decline, which would adversely affect InfuSystem's financial condition and results of operations.

InfuSystem's growth strategy includes expansion into infusion treatment for cancers other than the colorectal type. There can be no assurance that infusion-based regimens for these other cancers will become accepted or that InfuSystem will be successful in penetrating these different markets.

An aspect of InfuSystem's growth strategy is to expand into the treatment of other cancers, such as head, neck, esophagus, stomach and lung. Currently, however, there is not widespread acceptance of infusion-based therapies in the treatment of these other cancers and future acceptance of continuous infusion therapies depends on new protocols for existing drugs and approval of new drugs currently in clinical trials. No assurances can be given that these new drugs will be approved or will prove superior to oral medication or other treatment alternatives. In addition, no assurances can be given that InfuSystem will be able to successfully penetrate any new markets that may develop in the future or manage the growth in additional resources that would be required.

The industry in which InfuSystem operates is intensely competitive and changes rapidly. If InfuSystem is unable to successfully compete with its competitors, its business operations may suffer.

The drug infusion industry is highly competitive. InfuSystem competes in this industry based primarily on price, service and performance. Some of InfuSystem's competitors and potential competitors have significantly greater resources than InfuSystem does for research and development, marketing and sales. As a result, they may be better able to compete for market share, even in areas in which InfuSystem's services may be superior. The industry is subject to technological changes and such changes may put InfuSystem's current fleet of pumps at a competitive disadvantage. If InfuSystem is unable to effectively compete in its market, its financial condition and results of operations may materially suffer.

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InfuSystem relies on independent suppliers for its products and does not have any supply agreements in place with such suppliers, as all purchases are handled pursuant to pricing agreements that are subject to change. Any delay or disruption in the supply of products, particularly its supply of electronic ambulatory pumps, or any material change in the prices charged by InfuSystem's suppliers, may negatively impact InfuSystem's operations.

InfuSystem's infusion pumps are obtained from outside vendors. The majority of InfuSystem's pumps are electronic ambulatory pumps purchased from the following manufacturers, each of which is material and supplies more than 10% of the pumps purchased by InfuSystem: Smiths Medical, Inc.; Hospira Worldwide, Inc.; and McKinley Medical, LLC. Smiths Medical is InfuSystem's largest supplier of ambulatory infusion pumps. The loss or breakdown of InfuSystem's relationships with even one of these outside vendors could subject InfuSystem to substantial delays in the delivery of its products to customers. Significant delays in the delivery of products could result in possible cancellation of orders and the loss of customers. InfuSystem's inability to provide products to meet delivery schedules could have a material adverse effect on its reputation in the industry, as well as its financial condition and results of operations. Moreover, there are no supply agreements in place with any of InfuSystem's material suppliers. All purchases are handled pursuant to pricing agreements, which contain no material terms other than prices that are subject to change by the manufacturer, and there can be no assurance that such manufacturers will continue in their present lines of business or maintain their current pricing structures.

Although InfuSystem does not manufacture the products it distributes, if one of the products distributed by InfuSystem proves to be defective or is misused by a health care practitioner or patient, InfuSystem may be subject to liability that could adversely affect InfuSystem's financial condition and results of operations.

Although InfuSystem does not manufacture the products that it distributes, a defect in the design or manufacture of one of the products distributed by InfuSystem, or a failure of products distributed by InfuSystem to perform for the use specified, could have a material adverse effect on InfuSystem's reputation in the industry and subject InfuSystem to claims of liability for injuries and otherwise. Misuse of products distributed by InfuSystem by a practitioner or patient that results in injury could similarly subject InfuSystem to liability. Any substantial underinsured loss could have a material adverse effect on InfuSystem's financial condition and results of operations. Furthermore, any impairment of InfuSystem's reputation could have a material adverse effect on its sales, revenues, and prospects for future business.

InfuSystem will not be covered by insurance policies held by HAPC and will need to obtain its own insurance.

After the closing of the acquisition, InfuSystem will need to have its own insurance in place. InfuSystem will not be covered by the policies carried by HAPC. Among the various types of insurance that InfuSystem will need to obtain are liability insurance, worker's compensation insurance and product liability insurance. Insurance coverage is becoming increasingly expensive. As a result, InfuSystem may be unable to obtain sufficient insurance at a reasonable cost to protect against losses that could have a material adverse effect on its business.

InfuSystem may be required to make significant income tax payments to the states in which it does business.

InfuSystem is subject to U.S. federal income tax as well as income tax of multiple state jurisdictions. The tax years 2002 and forward remain open to examination by the major state taxing jurisdictions to which InfuSystem is subject depending on the state taxing authority. In addition, there are a number of state taxing jurisdictions in which InfuSystem is not filing tax returns that may consider InfuSystem to have taxable income. The tax years 2003 and forward remain open to examination by the Internal Revenue Service.

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FORWARD-LOOKING STATEMENTS

HAPC believes that some of the information in this proxy statement constitutes forward-looking statements. You can identify these statements by forward-looking words such as may, expect, anticipate, contemplate, believe, estimate, intends, and continue or similar words. You should read statements that contain these words carefully because they:

discuss future expectations;

contain projections of future results of operations or financial condition including projections of the future financial condition of InfuSystem; or

state other forward-looking information.

HAPC believes it is important to communicate its expectations to its stockholders. However, there may be events in the future that HAPC is not able to accurately predict or over which HAPC has no control. The risk factors and cautionary language discussed in this proxy statement provide examples of risks, uncertainties and events that may cause actual results to differ materially from the expectations described by HAPC in its forward-looking statements, including among other things:

the number and percentage of HAPC stockholders voting against the acquisition proposal;

the increase in the principal amount of the promissory note used by InfuSystem to finance the acquisition as HAPC stockholders exercise their conversion rights;

the potential decrease in the market price of HAPC's common stock in the event that the acquisition's benefits do not meet the expectations of the market place;

legislation or regulatory environments, requirements or changes adversely affecting the businesses in which InfuSystem, Inc. is engaged; and

industry trends.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this proxy statement.

All forward-looking statements included herein attributable to HAPC or any person acting on either party's behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable laws and regulations, HAPC undertakes no obligation to update these forward-looking statements to reflect events or circumstances after the date of this proxy statement or to reflect the occurrence of unanticipated events.

Before you grant your proxy or instruct how your vote should be cast or vote on the approval of the acquisition you should be aware that the occurrence of the events described in the Risk Factors section and elsewhere in this proxy statement could have a material adverse effect on HAPC upon completion of the acquisition.

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THE HAPC ANNUAL MEETING

The HAPC Annual Meeting

HAPC is furnishing this proxy statement to you as part of the solicitation of proxies by the HAPC Board of Directors for use at the annual meeting in connection with the proposed acquisition, the adoption of the HAPC 2007 Stock Incentive Plan, the amendment to HAPC's amended and restated certificate of incorporation, the election of HAPC's Board of Directors and the ratification of the appointment of HAPC's registered public accounting firm for the fiscal year ending December 31, 2007. This proxy statement provides you with the information you need to be able to vote or instruct your vote to be cast at the annual meeting.

Date, Time and Place

The annual meeting will be held at _____ a.m., Eastern Time, on _____ 2007, at the offices of _____, to vote on each of the acquisition, the adoption of the HAPC 2007 Stock Incentive Plan, the amendment to the certificate of incorporation proposals, the election of HAPC's Board of Directors and the ratification of the appointment of HAPC's registered public accounting firm for the fiscal year ending December 31, 2007.

Purpose of the Annual Meeting

At the annual meeting, the holders of HAPC common stock are being asked to:

approve the acquisition by Acquisition Sub of all of the issued and outstanding capital stock of InfuSystem pursuant to the Stock Purchase Agreement, dated as of September 29, 2006, by and among I-Flow, InfuSystem, HAPC and Acquisition Sub;

approve the adoption of the HAPC 2007 Stock Incentive Plan;

approve the amendment of HAPC's certificate of incorporation to change the name of HAPC, INC. to InfuSystem Holdings, Inc. ;

elect the members of HAPC's Board of Directors to serve until the 2008 annual stockholders meeting and until their successors are duly elected and qualified; and

ratify the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007.

The HAPC Board of Directors:

has unanimously determined that the acquisition, the adoption of the HAPC 2007 Stock Incentive Plan and the amendment to HAPC's certificate of incorporation proposals are fair to, and in the best interests of, HAPC and its stockholders;

has determined that the consideration to be paid by HAPC in connection with the acquisition of InfuSystem is fair to HAPC's current stockholders from a financial point of view and the fair market value of InfuSystem is equal to or greater than 80% of the value of the net assets of HAPC;

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has unanimously approved and declared advisable the acquisition, the adoption of the HAPC 2007 Stock Incentive Plan and the amendment to HAPC's amended and restated certificate of incorporation proposals;

unanimously recommends that the holders of HAPC common stock vote FOR the proposal to approve the acquisition of all of the issued and outstanding capital stock of InfuSystem, FOR the approval of the HAPC 2007 Stock Incentive Plan and FOR the approval of the amendment to HAPC's certificate of incorporation in order to change its name to InfuSystem Holdings, Inc. ,

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FOR the election of the directors to serve until the 2008 annual meeting and until their successors are duly elected and qualified and FOR the ratification of the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007.

Record Date; Who is Entitled to Vote

The Record Date for the annual meeting is _____, 2007. Record holders of HAPC common stock at the close of business on the Record Date are entitled to vote or have their votes cast at the annual meeting. On the Record Date, there were _____ outstanding shares of HAPC common stock.

Each share of HAPC common stock is entitled to one vote per share at the annual meeting.

Any shares of HAPC common stock purchased prior to the initial public offering will be voted in accordance with the majority of the votes cast at the annual meeting on the acquisition proposal (although such vote will not affect the outcome, since the majority of the votes cast by holders of common stock acquired in the initial public offering or afterwards is required to approve the acquisition), and in favor of the stock incentive plan proposal and the amendment to certificate of incorporation proposal. The holders of common stock acquired in HAPC's initial public offering or afterwards are free to vote such shares, as they see fit.

HAPC's issued and outstanding warrants do not have voting rights and record holders of HAPC warrants will not be entitled to vote at the annual meeting.

Voting Your Shares

Each share of HAPC common stock that you own in your name entitles you to one vote. Your proxy card shows the number of shares of HAPC common stock that you own.

There are two ways to vote your shares of HAPC common stock at the annual meeting:

You can vote by signing and returning the enclosed proxy card. If you vote by proxy card, your proxy, whose name is listed on the proxy card, will vote your shares as you instruct on the proxy card. If you sign and return the proxy card, but do not give instructions on how to vote your shares, your shares will be voted, as recommended by the HAPC Board, FOR the approval of the acquisition proposal, FOR the approval of the stock incentive plan proposal, FOR approval of the amendment to the amended and restated certificate of incorporation proposal, FOR the election of the nominees to serve as members of the Board of Directors of HAPC until the 2008 annual stockholders meeting and until their successor shall be duly elected and qualified and FOR the ratification of the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007.

You can attend the annual meeting and vote in person. HAPC will give you a ballot when you arrive. However, if your shares are held in the name of your broker, bank or another nominee, you must get a proxy from the broker, bank or other nominee. That is the only way HAPC can be sure that the broker, bank or nominee has not already voted your shares.

Additional Matters

HAPC's Board of Directors does not know of any other matters to be presented at the Annual Meeting. If any additional matters are presented at the Annual Meeting, the persons named in the enclosed proxy card will have discretion to vote shares they represent in accordance with their own judgment on such matters.

Who Can Answer Your Questions About Voting Your Shares

If you have any questions about how to vote or direct a vote in respect of your HAPC common stock, you may call HAPC's Secretary at (212) 418-5070.

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Revoking Your Proxy

If you give a proxy, you may revoke it at any time before it is exercised by doing any one of the following:

You may send another proxy card with a later date;

You may notify HAPC's Secretary addressed to HAPC, in writing before the annual meeting that you have revoked your proxy; and

You may attend the annual meeting, revoke your proxy, and vote in person.

Vote Required

The acquisition of all of the issued and outstanding capital stock of InfuSystem by Acquisition Sub cannot be completed unless holders as of [redacted], 2007 (the Record Date) of at least a majority of the shares of HAPC's common stock issued in HAPC's initial public offering, including shares subsequently purchased in the open market, that are present in person or by proxy and entitled to vote at the annual meeting and that vote on the proposal, approve the acquisition, provided less than 20% of the shares of HAPC's common stock issued in HAPC's initial public offering vote against the acquisition proposal and elect a cash conversion of their shares.

The approval of the adoption of the HAPC 2007 Stock Incentive Plan will require the affirmative vote of holders as of the Record Date of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the annual meeting.

The approval of the adoption of the amendment to HAPC's amended and restated certificate of incorporation will require the affirmative vote of holders as of the Record Date of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date.

Each of the nominees for election to HAPC's board of directors must receive a plurality of the votes of the shares of HAPC's common stock present in person or by proxy at the Annual Meeting to be elected as a member of the Board of Directors.

The ratification of the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007 will require the affirmative vote of holders as of the Record Date of a majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the annual meeting.

Abstentions and Broker Non-Votes

If your broker holds your shares in its name and you do not give the broker voting instructions, your broker may not vote your shares on the proposal to approve the acquisition of InfuSystem pursuant to the Stock Purchase Agreement, the proposal to adopt the HAPC 2007 Stock Incentive Plan or the proposal to amend the amended and restated certificate of incorporation. If you do not give your broker voting instructions and the broker does not vote your shares, this is referred to as a broker non-vote.

An abstention or a broker non-vote with respect to the acquisition proposal will have no effect since the acquisition proposal requires the affirmative vote of a majority of the votes cast by holders of eligible shares.

An abstention or a broker non-vote with respect to the proposal to adopt the HAPC 2007 Stock Incentive Plan will have the same effect as a vote against the proposal since it is not an affirmative vote in favor of the proposal but will be included in the determination of the number of shares present in person or by proxy.

An abstention or a broker non-vote with respect to the proposal to amend the amended and restated certificate of incorporation will have the same effect as a vote against the proposal since it is not an affirmative vote in favor of the proposal but will be included in the determination of the number of shares issued and outstanding as of the Record Date.

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Stockholders may only vote for or withhold their votes for nominees for election to the Board of Directors. Votes that are withheld and broker non-votes, if any, will be counted for purposes of determining the presence or absence of a quorum, but will have no effect on the election of directors.

An abstention or a broker non-vote with respect to the proposal to ratify the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007 will have the same effect as a vote against the proposal since it is not an affirmative vote in favor of the proposal but will be included in the determination of the number of shares present in person or by proxy.

Abstentions and broker non-votes will be counted for purposes of determining the presence of a quorum.

Failure to Vote

A failure to vote by not returning a signed proxy card will have no impact upon the proposals to approve the acquisition of InfuSystem, to adopt the HAPC 2007 Stock Incentive Plan, to elect the nominees to the Board of Directors or to ratify the appointment of Deloitte & Touche LLP as HAPC's registered public accounting firm for the fiscal year ending December 31, 2007, and will have the same effect as a vote against the proposal to amend the amended and restated certificate of incorporation. Failure to vote will not have the effect of converting your shares into a pro rata portion of the trust account.

Conversion Rights

Any stockholder of HAPC holding shares of common stock issued in HAPC's initial public offering who votes against the acquisition proposal may, at the same time, demand that HAPC convert his shares into a pro rata portion of the trust account. If so demanded, upon consummation of the acquisition, HAPC will convert these shares into a pro rata portion of funds held in a trust account, which consisted of approximately \$99,940,940 as of May 31, 2007, of net proceeds from the initial public offering, plus interest earned thereon after such date. If the holders of 20%, or 3,375,050, or more shares of common stock issued in HAPC's initial public offering vote against the acquisition proposal and demand conversion of their shares into a pro rata portion of the trust account, HAPC will not be able to consummate the acquisition. Based on the amount of cash held in the trust account as of May 31, 2007, without taking into account any interest accrued after such date, you will be entitled to convert each share of common stock that you hold into approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) If the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition.

If the acquisition is not consummated, you will not receive any such payment. However, HAPC will be liquidated in accordance with the terms of its amended and restated certificate of incorporation if (i) it does not consummate a business combination by October 18, 2007, or (ii) if a letter of intent, agreement in principle or definitive agreement is executed, but not consummated, by October 18, 2007 then by April 18, 2008 (24 months after the consummation of its initial public offering). In any liquidation, the net proceeds of HAPC's initial public offering held in the trust account, plus any interest earned thereon, will be distributed on a pro rata basis to the holders of HAPC's common stock who purchased their shares in HAPC's initial public offering or thereafter.

If you exercise your conversion rights, then you will be exchanging your shares of HAPC common stock for cash and will no longer own these shares. You will only be entitled to receive cash for these shares if you continue to hold these shares through the closing date of the acquisition and then tender your stock certificate to HAPC. The closing price of HAPC's common stock on June 6, 2007 was \$5.75, and the amount of cash held in the trust account was approximately \$99,940,940 as of May 31, 2007, plus interest accrued thereon after such date. If an HAPC stockholder elected to exercise his conversion rights on such date, then, without taking into account any interest accrued after such date, he would have been entitled to receive \$5.92 per share, less income taxes owed on accrued interest. Prior to exercising conversion rights, HAPC stockholders should verify the market price of HAPC's common stock as they may receive higher proceeds from the sale of their common stock in the public market than from exercising their conversion rights.

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Solicitation Costs

HAPC is soliciting proxies on behalf of the HAPC Board of Directors. This solicitation is being made by mail but also may be made by telephone or in person. HAPC and its respective directors and officers may also solicit proxies in person, by telephone or by other electronic means, and in the event of such solicitations, the information provided will be consistent with this proxy statement and enclosed proxy card. These persons will not be paid for doing this. HAPC will ask banks, brokers and other institutions, nominees and fiduciaries to forward its proxy statement materials to their principals and to obtain their authority to execute proxies and voting instructions. HAPC will reimburse them for their reasonable expenses.

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PROPOSAL 1

THE ACQUISITION PROPOSAL

The discussion in this proxy statement of the acquisition and the principal terms of the Stock Purchase Agreement dated September 29, 2006, or Stock Purchase Agreement, by and among InfuSystem, I-Flow, HAPC and Acquisition Sub, is subject to, and is qualified in its entirety by reference to, the Stock Purchase Agreement. A copy of the Stock Purchase Agreement attached as Annex A to this proxy statement.

General Description of the Acquisition

Pursuant to the Stock Purchase Agreement, Acquisition Sub will acquire 100% of the issued and outstanding capital stock of InfuSystem from I-Flow. Concurrently with Acquisition Sub's acquisition of all of the issued and outstanding capital stock of InfuSystem, Acquisition Sub will merge with and into InfuSystem. After the merger, Acquisition Sub will cease to exist as an independent entity and InfuSystem, as the surviving corporation, will continue its corporate existence under the laws of the State of California.

Background of the Acquisition

The terms of the Stock Purchase Agreement are the result of arm's-length negotiations between representatives of HAPC and I-Flow. The following is a brief discussion of the background of these negotiations, the acquisition and related transactions.

HAPC was formed in Delaware on August 15, 2005. HAPC was formed specifically as a vehicle to acquire, through a merger, capital stock exchange, asset acquisition or other similar business combination, one or more operating businesses primarily in the healthcare sector. The initial business combination entered into by HAPC must be with a target business or businesses whose fair market value is at least equal to 80% of net assets at the time of such acquisition.

A registration statement for HAPC's initial public offering was declared effective on April 11, 2006. On April 18, 2006, HAPC consummated its initial public offering of 16,666,667 units at a price of \$6.00 per unit. On May 18, 2006, HAPC sold 208,584 units to FTN Midwest Securities Corp., the underwriter of HAPC's initial public offering, pursuant to a partial exercise by FTN Midwest Securities Corp. of its overallotment option. The units were sold at the offering price of \$6.00 per unit, minus FTN Midwest Securities Corp.'s 7% underwriting discount. Each unit consists of one share of the HAPC's common stock, \$.0001 par value, and two redeemable common stock purchase warrants. The common stock and warrants began trading separately on the OTC Bulletin Board as of June 15, 2006.

Each warrant entitles the holder to purchase from HAPC one share of common stock at an exercise price of \$5.00 commencing on the later of the completion of a business combination or one year from the effective date of the initial public offering and expiring five years from the effective date of the initial public offering. The warrants will not be exercisable unless at the time of exercise a prospectus relating to common stock issuable upon exercise of the warrants is current and the common stock is registered under the Securities Act or qualified or deemed to be exempt under the securities laws of the state of residence of the holder of the warrants.

HAPC may call the warrants for redemption in whole and not in part at a price of \$.01 per warrant at any time after the warrants become exercisable. The warrants cannot be redeemed unless the warrant holders receive written notice not less than 30 days prior to the redemption; and, if, and only if, the reported last sale price of the common stock equals or exceeds \$8.50 per share for any 20 trading days within a 30 trading day period ending on the third business day prior to the notice of redemption to holders of the warrants.

In addition, on April 18, 2006, HAPC issued to FTN Midwest Securities Corp., for \$100, an option to purchase up to a total of 833,333 units. The units issuable upon exercise of this option are identical to those offered in the initial public offering, except that each of the warrants underlying this option entitles the holder to purchase one share of common stock at a price of \$6.25. This option is exercisable at \$7.50 per unit commencing on the later of the consummation of a business combination or April 11, 2007 and expires on April 11, 2011. The option may only be exercised or converted by the option holder.

In connection with the initial public offering, HAPC paid to FTN Midwest Securities Corp. an underwriting discount of 7% of the initial public offering price and a non-accountable expense allowance of 1% of the initial public offering price.

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The net proceeds from the sale of the HAPC units were approximately \$98,011,000 which includes a contingent underwriting fee of \$5,468,000. Of this amount, \$96,215,000 was deposited in trust and, in accordance with HAPC's amended and restated certificate of incorporation, will be released either upon the consummation of a business combination or upon the liquidation of HAPC. The remaining \$1,796,000 was held outside of the trust to provide for business, legal and accounting due diligence on prospective acquisitions and continuing general and administrative expenses. As of May 31, 2007, approximately \$99,940,940 was held in deposit in the trust account.

Since HAPC's initial public offering, none of its officers or directors have purchased warrants in the open market. Sean McDevitt, HAPC's chairman, however, purchased 624,286 warrants from HAPC at a price of \$0.70 per warrant for an aggregate purchase price of \$437,000 on December 28, 2006. Mr. McDevitt purchased an additional 447,143 warrants from HAPC at a price of \$0.70 per warrant for an aggregate purchase price of \$313,000 as of April 12, 2007 (the date HAPC received payment for such warrants).

Upon the completion of HAPC's initial public offering in April 2006, the identity of HAPC's officers and directors was public knowledge. These individuals were approached by various third parties suggesting potential targets for a suitable business combination. None of these discussions commenced prior to the completion of HAPC's initial public offering. No agreements were entered into with such parties. HAPC encouraged business brokers to contact clients who might constitute potential acquisitions targets and explore the possibility of a transaction. HAPC did not enter into any agreements or understandings with any of these contacts in the search of a target business.

On or about April 27, 2006, Banc of America Securities LLC contacted Erin Enright, HAPC's Chief Financial Officer, and informed her that it was acting as I-Flow's financial advisor in connection with the process being held by I-Flow to sell InfuSystem. Banc of America Securities had been made aware of HAPC's interest in an acquisition in the healthcare industry when, subsequent to HAPC's initial public offering, at her request, Ms. Enright's husband informed a business contact who is a managing director at Banc of America Securities of Ms. Enright's position at HAPC. Prior to such conversation between Ms. Enright and I-Flow's financial advisor, no director or officer of HAPC, nor any affiliates or contacts, had contact with I-Flow or InfuSystem, or any of their affiliates, nor was any director or officer aware of I-Flow's intentions regarding InfuSystem or the private solicitation process being held. On April 28, 2006, Ms. Enright, on behalf of HAPC, sent background information on HAPC and its officers and directors to I-Flow's financial advisor. On April 29, 2006, HAPC received the InfuSystem executive summary and a nondisclosure agreement from I-Flow's financial advisor.

HAPC requested FTN's assistance to advise it in connection with its bid. Prior to its initial public offering, HAPC entered into a referral agreement with FTN under the terms of which FTN agreed to present to HAPC for its consideration opportunities to acquire an operating business in the healthcare or healthcare-related sector. This agreement provided, as set forth in the initial public offering prospectus, that no fee or compensation for investment banking or other advisory services would be payable to FTN under this agreement. However, in negotiating this agreement it was not HAPC's intent to preclude itself from subsequently engaging FTN to advise it in connection with a business combination. Indeed, elsewhere in the initial public offering prospectus, HAPC had stated that it might agree to pay to FTN customary investment banking fees and expenses in connection with a business combination if approved by our directors that are not affiliated with FTN. At the time HAPC began negotiations with I-Flow with respect to the acquisition of InfuSystem, the outside directors requested FTN to assist in the transaction with the understanding that a customary and appropriate fee would be negotiated and determined prior to the completion. Subsequently, HAPC and FTN entered into an agreement providing that FTN will receive a fee of \$1,000,000 for customary investment banking services in connection with the acquisition of InfuSystem, payable if and when the transaction closes. This agreement has been approved by the Board of Directors of HAPC, with Messrs. McDevitt and LaVecchia recusing themselves. HAPC believes this fee is customary and appropriate and further believes that the services of FTN have been valuable to HAPC in the process of negotiating the acquisition and in the preparation of the Proxy Statement. Additionally, if the acquisition is consummated, FTN will receive its deferred underwriting discount of \$5,468,000. On May 3, 2006, HAPC signed the nondisclosure agreement with I-Flow.

On May 12, 2006, HAPC received a bid instruction letter. On May 18, 2006, HAPC submitted a preliminary indication of interest of \$135,000,000 to \$150,000,000. On May 23, 2006, HAPC was informed that it was invited to continue in the sale process.

On June 2, 2006, HAPC and its advisors were provided with access to an electronic data room containing detailed information regarding InfuSystem. HAPC received an initial draft stock purchase agreement and final bid instructions on June 7, 2006. HAPC continued to perform due diligence through the execution of the Stock Purchase Agreement, employing

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outside assistance to supplement HAPC's internal resources. The outside assistance included legal counsel and legal diligence by Morgan, Lewis & Bockius LLP, financial diligence by KPMG LLP, information technology diligence by Questics LLC, general healthcare industry diligence by Segedin & Associates and market research by Epocrates, Inc. All of these outside firms and consultants were compensated on arm's-length terms that do not include any success fee component based on a closing of the acquisition and, other than John Voris' membership on the Board of Directors of Epocrates, Inc. none has a family or other affiliate relationship with any of HAPC's officers or directors (or with FTN). The aggregate amount paid to these consultants (other than legal counsel) to date is approximately \$190,552. As of April 4, 2007, there are no additional amounts owed to these parties. These consultants (including legal counsel) have either been paid in full by HAPC for their services or executed agreements waiving their rights to any of the funds held in HAPC's trust account pending completion of the acquisition.

On June 13, 2006, HAPC attended an InfuSystem management presentation in Troy, Michigan. Two weeks later, on June 28, 2006, HAPC participated on a call with Steven E. Watkins, president of InfuSystem, to discuss InfuSystem's management's financial projections. On July 16, 2006, the HAPC board of directors met and gave management the authority to bid up to \$135,000,000 for the purchase of InfuSystem. On July 17, 2006, HAPC submitted a \$130,000,000 bid and a mark-up of the Stock Purchase Agreement to I-Flow.

Although HAPC was not privy to the terms of the other bids received by I-Flow in connection with its auction process to sell InfuSystem, HAPC believes that I-Flow was engaged in an active and competitive auction process and received bids from several other parties.

Between July 20, 2006 and July 27, 2006, HAPC entered into non-disclosure agreements with certain of its existing stockholders to discuss the potential acquisition of InfuSystem.

On July 27, 2006, representatives of FTN Midwest Securities Corp. met with I-Flow's financial advisor to discuss HAPC's proposal. In particular, they discussed the mechanics by which HAPC must obtain stockholder approval of the transaction and other structural issues. In addition, I-Flow's financial advisor informed FTN that HAPC's offer was lower than other offers that had been received by I-Flow and that HAPC would have to increase its offer in order to make it the winning bid. On August 1, 2006, the Board of Directors of HAPC held a call to discuss HAPC's process for bidding to purchase InfuSystem. On August 1, 2006, HAPC increased the bid to purchase InfuSystem to \$135,000,000. I-Flow informed HAPC that its offer was insufficient. On August 3, 2006, the Board of Directors of HAPC increased the bid to purchase InfuSystem to \$140,000,000 and agreed to modify certain elements of its offer and to provide for a \$3,000,000 termination fee as described herein. On August 8, 2006, HAPC was informed that it was the winning bidder.

All bids submitted by HAPC to I-Flow to purchase InfuSystem were non-binding until HAPC and I-Flow executed the Stock Purchase Agreement. HAPC did not execute the Stock Purchase Agreement until it had obtained a fairness opinion from BNY Capital Markets, Inc. in connection with the acquisition. The receipt of a fairness opinion by HAPC as a condition to HAPC's executing the Stock Purchase Agreement was known to and accepted by I-Flow throughout negotiations.

On August 9, 2006, HAPC entered into an exclusivity agreement with I-Flow. On August 15, 2006, representatives of HAPC and FTN Midwest Securities Corp. met with InfuSystem for a due diligence session in Troy, Michigan. HAPC and its advisors continued to perform due diligence through September 29, 2006. Between August 9, 2006 and September 29, 2006, I-Flow, HAPC and their respective advisors discussed and negotiated the terms of the Stock Purchase Agreement and the terms of the I-Flow promissory note.

On September 20, 2006, HAPC received the final audit report for InfuSystem from I-Flow. On September 29, 2006, the Board of Directors of HAPC met to approve the final draft Stock Purchase Agreement and to receive the fairness opinion from BNY Capital Markets, Inc. At this meeting, the Board of Directors of HAPC received and approved the Stock Purchase Agreement and the fairness opinion of BNY Capital Markets, Inc. on behalf of HAPC.

Between April 2006 (following its initial public offering) and August 2006, HAPC evaluated approximately 40 companies as potential targets for a suitable business combination. During that time, HAPC, or its advisors, engaged in

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exploratory conversations with many of these companies. On July 24, 2006, the Board of Directors of HAPC held a meeting where they narrowed the field of potential targets down to the 5 most attractive companies, in addition to InfuSystem, which remained the most attractive target in the opinion of the Board of Directors of HAPC at that time. Throughout preliminary discussions with InfuSystem, and until entering into an exclusivity agreement with I-Flow, HAPC continued exploratory discussions with potential targets, as well as intermediaries such as investment banks, private equity firms and business brokers. As the discussions with InfuSystem grew more advanced, the Board of Directors of HAPC narrowed their focus on InfuSystem and therefore the level of activities with other targets and third parties decreased.

Interest of HAPC Directors and Officers in the Acquisition

In considering the recommendation of the Board of Directors of HAPC to vote for the proposals to adopt the acquisition, you should be aware that certain members of the HAPC Board have agreements or arrangements that provide them with interests in the acquisition that differ from, or are in addition to, those of HAPC stockholders generally. In particular:

if the acquisition is not approved and HAPC fails to consummate an alternative transaction within the time allotted pursuant to its amended and restated certificate of incorporation and HAPC is therefore required to liquidate, the shares of common stock and warrants held by HAPC's executives and directors will be worthless because HAPC's executives and directors are not entitled to receive any of the net proceeds of HAPC's initial public offering that may be distributed upon the liquidation of HAPC. HAPC's executives and directors own a total 1,750,001 shares of HAPC common stock. HAPC issued the shares of common stock for no consideration as follows: 416,667 shares to Wayne P. Yetter, 250,000 shares to Erin Enright, 416,667 shares to Jean Pierre Millon and 666,667 shares to John Voris. These shares were issued in December 2005 at a time when there was no assurance that HAPC's initial public offering, let alone a successful business combination, would be completed. If a business combination is not completed and HAPC liquidates, these individuals will not receive proceeds from the trust account. Notwithstanding this fact, upon the \$5.75 closing price of HAPC's common stock on June 6, 2007, the shares of common stock held by Wayne Yetter and Jean Pierre Millon have an aggregate market value of \$2,395,835, the shares of common stock held by Erin Enright have an aggregate market value of \$1,437,500 and the shares of common stock held by John Voris have an aggregate market value of \$3,833,335. HAPC's officers and directors are contractually prohibited from selling their shares of common stock until six months after HAPC's initial business combination has been completed, during which time the value of the shares may increase or decrease. It is impossible to determine what the financial impact of the acquisition will be on HAPC's officers and directors. As each of these individuals received the shares of HAPC common stock for no consideration, in the event this transaction or another is completed, they will realize a profit upon sale of the shares regardless of a drop in HAPC's common stock price.

the Board of Directors has approved the grant of 2,000,000 shares of common stock to Sean McDevitt and 416,666 shares of common stock to Pat LaVecchia on the date that is the later of six months after the completion of the acquisition of InfuSystem, or another business combination, or April 11, 2007 (which is the first anniversary of the completion of HAPC's initial public offering). If the acquisition of InfuSystem, or another business combination is not completed, Messrs. McDevitt and LaVecchia will not receive such shares. The Board of Directors approved the foregoing grants to incentivize Messrs. McDevitt and LaVecchia to work for the completion of a successful business combination and to align their interests with HAPC's stockholders;

on December 28, 2006, HAPC issued and sold to Sean McDevitt 624,286 warrants to purchase common stock at a purchase price of \$0.70 per warrant for an aggregate purchase price of \$437,000. Each warrant represents the right to purchase one share of common stock at an exercise price of \$5.00 per share. The warrants are exercisable commencing on the later of HAPC's completion of a business combination or April 11, 2007, and expire on April 11, 2011 or earlier upon HAPC's redemption of the warrants. HAPC may redeem the warrants in whole, and not in part, at a price of \$0.01 per warrant, at any time after the warrants become exercisable, provided that Mr. McDevitt receives no less than 30 days written notice prior to the redemption and the last reported sale price of the common stock equals or exceeds \$8.50 per share for any 20 trading days within a 30 trading day period ending on the third business day prior to the notice of redemption to Mr. McDevitt;

HAPC issued and sold to Mr. McDevitt an additional 447,143 warrants to purchase common stock at a purchase price of \$0.70 per warrant for an aggregate purchase price of \$313,000 as of April 12, 2007 (the date HAPC received payment for such warrants). These warrants are subject to the same terms and conditions as the warrants HAPC issues and sold to Mr. McDevitt in December 2006;

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FTN Midwest Securities Corp. acted as advisor to HAPC in connection with the negotiation of the acquisition. Prior to its initial public offering, HAPC entered into a referral agreement with FTN under the terms of which FTN agreed to present to HAPC for its consideration opportunities to acquire an operating business in the healthcare or healthcare-related sector. This agreement provided, as set forth in the initial public offering prospectus, that no fee or compensation for investment banking or other advisory services would be payable to FTN under this agreement. However, in negotiating this agreement it was not HAPC's intent to preclude itself from subsequently engaging FTN to advise it in connection with a business combination. Indeed, elsewhere in the initial public offering prospectus, HAPC had stated that it might agree to pay to FTN customary investment banking fees and expenses in connection with a business combination if approved by our directors that are not affiliated with FTN. At the time HAPC began negotiations with I-Flow with respect to the acquisition of InfuSystem, the outside directors requested FTN to assist in the transaction with the understanding that a customary and appropriate fee would be negotiated and determined prior to the completion. Subsequently, HAPC and FTN entered into an agreement providing that FTN will receive a fee of \$1,000,000 for customary investment banking services in connection with the acquisition of InfuSystem, payable if and when the transaction closes. This agreement has been approved by the Board of Directors of HAPC, with Messrs. McDevitt and LaVecchia recusing themselves. HAPC believes this fee is customary and appropriate and further believes that the services of FTN have been valuable to HAPC in the process of negotiating the acquisition and in the preparation of the Proxy Statement. Additionally, if the acquisition is consummated, FTN will receive its deferred underwriting discount of \$5,468,000. It is possible that a stockholder may misinterpret the initial offering prospectus description of the referral agreement to imply that under no circumstances would a fee be payable to FTN in connection with the business combination. Such a stockholder may object to HAPC's engagement of FTN. However, HAPC believes that any such objection would be without merit as the initial offering prospectus did provide that HAPC might engage FTN for customary investment banking services and it was never HAPC's intent or understanding to preclude itself from engaging FTN. Further, the services have been satisfactory and HAPC believes the fee is customary and reasonable. Had HAPC engaged an alternative investment banking firm to advise it, HAPC believes it would have paid similar or higher fees for comparable service. Sean McDevitt and Pat LaVecchia were previously Managing Directors of FTN Midwest Securities Corp. Mr. McDevitt resigned as a Managing Director of FTN Midwest Securities Corp. effective January 19, 2007 and Mr. LaVecchia resigned as a Managing Director of FTN Midwest Securities Corp. effective February 2, 2007;

in consideration of the guaranty by Sean McDevitt and Philip B. Harris of the break up fee of up to \$3,000,000 payable by HAPC to I-Flow in connection with the termination of the Stock Purchase Agreement under certain circumstances, HAPC has agreed to pay Messrs. McDevitt and Harris a fee of \$100,000 upon delivery of the Guaranty and \$300,000 upon closing of the transactions contemplated by, or the termination of, the Stock Purchase Agreement. Messrs. McDevitt and Harris have delivered a letter of credit to I-Flow issued by JPMorgan Bank for the benefit of I-Flow which I-Flow may draw upon in the event that the \$3,000,000 or \$1,000,000 break up fee, as the case may be, is not paid when due and payable; and

pursuant to the terms of an employment agreement under negotiation between HAPC and Steven E. Watkins, president of InfuSystem, it is anticipated that Mr. Watkins will replace John Voris as chief executive officer of HAPC upon completion of the acquisition. Mr. Watkins will also become a member of HAPC's Board of Directors. At the time the acquisition is completed, Erin Enright, the current chief financial officer of HAPC, will resign. HAPC is actively recruiting a new chief financial officer to replace Ms. Enright. If, at the time of the closing of the acquisition, HAPC has not hired an individual to replace Ms. Enright as chief financial officer, it is anticipated that Stephen C. Revere, the current controller of InfuSystem, will assume the duties of the chief financial officer of HAPC until HAPC has hired a new chief financial officer to replace Ms. Enright.

HAPC's Reasons for the Acquisition and Recommendation of the HAPC Board of Directors

The HAPC Board of Directors has concluded that the acquisition of InfuSystem is in the best interests of HAPC's stockholders. In reaching its decision, the HAPC Board of Directors considered the points listed below.

InfuSystem's position as a self-sufficient business

Although InfuSystem is currently a subsidiary of I-Flow, InfuSystem has demonstrated that it is a self-sufficient business with positive cash flows as evidenced by its net income and statements of cash flow for recent financial periods.

InfuSystem's growth prospects

InfuSystem's revenue grew 49% in 2004, 47% in 2005 and 23% during June year-to-date 2006 and InfuSystem's earnings increased 155%, 74% and 30% during those periods respectively. HAPC believes that the market acceptance of continuous infusion therapy for colorectal cancer is

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growing and may also increase in the treatment of other cancers in the future.

InfuSystem's profitability

InfuSystem's operating profit as a percentage of revenue has been 24%, 28% and 29% for 2004, 2005 and June year-to-date 2006. Although InfuSystem experienced a reduced growth rate of 10% for the nine months ended September 30, 2006 compared to the same period in the prior year, HAPC does not believe that this a trend indicative to InfuSystem's business. HAPC believes that the reduced growth rate experienced by InfuSystem during the nine months ended September

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30, 2006 was due in part to a shortage in the supply of 5-Fluorouracil, a chemotherapy drug commonly used in infusion pumps, during the fourth quarter of 2005 and the first quarter of 2006. The availability of 5-Fluorouracil returned to normal at the end of the first quarter in 2006. HAPC believes that InfuSystem has recovered from the shortage of 5-Fluorouracil and is experiencing revenue growth.

The experience of InfuSystem's management

Another important criteria to HAPC's Board of Directors in identifying an acquisition target was that the company must have a seasoned management team with specialized knowledge of the markets within which it operates and the ability to lead a growth company. InfuSystem's management team has worked together for over ten years and positioned InfuSystem for the growth that it has recently experienced. InfuSystem's management team is led by Steven E. Watkins, president and founder of InfuSystem, who will remain with the business as president and chief executive officer of InfuSystem after the acquisition.

Mr. Watkins has been the president of InfuSystem since 1998. He was one of the founders of Venture Medical, a predecessor to InfuSystem. Prior to joining InfuSystem, Mr. Watkins was Vice President of Aventric Medical, Inc., a Midwest distributor of high-tech equipment such as pacemakers, cardiac imaging devices and drug delivery systems. Concurrent with the start-up of InfuSystem, Mr. Watkins was President of Medical Reimbursement Solutions, a third-party billing company that formatted and transmitted billing claims on behalf of infusion centers, physicians and hospitals.

Janet Skonieczny has been the vice president of operations of InfuSystem since 1998. Prior to this time, Ms. Skonieczny was the office manager of Aventric Medical.

Stephen Revere has been the controller of InfuSystem, and its predecessor, Venture Medical, since 1992. Prior to joining InfuSystem, he was the controller for PRN Group and a partner at the accounting firm Revere & Greer PC. Mr. Revere is a certified public accountant.

InfuSystem's ability to operate as a public company.

HAPC's Board of Directors believes that InfuSystem has the scale, management depth and experience and financial strength to operate as a publicly traded company.

The terms of the Stock Purchase Agreement

The terms of the Stock Purchase Agreement with InfuSystem, including the closing conditions, restrictions on HAPC's and InfuSystem's ability to respond to competing proposals and termination provisions, are customary and reasonable. It was important to HAPC's Board of Directors that the Stock Purchase Agreement include customary terms and conditions as it believed that such terms and conditions would allow for a more efficient closing process and lower transaction expenses.

HAPC's Board of Directors believes that each of the above factors strongly supported its determination and recommendation to approve the acquisition. HAPC's Board of Directors did, however, consider the following potentially negative factors, among others, including the Risk Factors, in its deliberations concerning the acquisition:

The risk that its public stockholders would vote against the acquisition and exercise their conversion rights.

HAPC's Board of Directors considered the risk that the current public stockholders of HAPC would vote against the acquisition and demand to redeem their shares for cash upon consummation of the acquisition, thereby depleting the amount of cash available to the combined company following the acquisition. HAPC's Board of Directors decided to proceed with the acquisition in part because (i) it believed that suitability of the acquisition as a business opportunity for HAPC increased the likelihood that less than 20% of the HAPC stockholders would exercise their conversion rights and (ii) I-Flow agreed to increase the amount of the promissory note to fund the acquisition from \$55,000,000 to \$75,000,000, the difference used to pay those HAPC stockholders who convert their shares.

Certain officers and directors of HAPC may have different interests in the acquisition than the HAPC stockholders.

HAPC's Board of Directors considered the fact that certain officers and directors of HAPC may have interests in the acquisition that are different from, or are in addition to, the interests of HAPC stockholders generally, including the matters described under *Interests of HAPC Directors and Officers in the Acquisition* above. However, this fact would exist with respect to an acquisition of any target company.

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The limitations on indemnification set forth in the Stock Purchase Agreement.

HAPC's Board of Directors considered the limitations on indemnification set forth in the Stock Purchase Agreement. See the section entitled "The Stock Purchase Agreement - Indemnification". The Board of Directors of HAPC determined that any definitive agreement with any target company would contain similar limitations.

After deliberation, the HAPC Board of Directors determined that these potentially negative factors were outweighed by the potential benefits of the acquisition, including the opportunity for HAPC stockholders to share in InfuSystem's future possible growth and anticipated profitability.

Fair Market Value of InfuSystem

Prior to submitting its bid to I-Flow to purchase InfuSystem, the Board of Directors of HAPC determined that the fair market value of InfuSystem was substantially in excess of 80% of the value of the net assets of HAPC (approximately \$76,000,000). The Board of Directors made this determination based upon its review of the InfuSystem due diligence materials provided to it during the bidding process. The conclusion of the Board of Directors of HAPC is supported by the opinion of HAPC's advisors that the price was fair and the fact that InfuSystem received multiple bids, all within the range of HAPC's bid of \$140,000,000. For this reason, the Board of Directors determined that it was appropriate for it to conclude that the fair market value of InfuSystem significantly exceeded 80% of HAPC's net assets. The Board of Directors of HAPC believes that InfuSystem did not receive bids of less than \$76,000,000 as HAPC was required to increase its initial bid of \$130,000,000 multiple times.

Fairness Opinion

The Board of Directors of HAPC engaged BNY Capital Markets, Inc., or BNY, to evaluate the fairness of the per share acquisition consideration payable to I-Flow in connection with the acquisition. BNY rendered its opinion to the HAPC Board of Directors that, as of the date of its opinion, and based on conditions that existed as of that date, upon and subject to the considerations described in its opinion and based upon such other matters as BNY considered relevant, the per share acquisition consideration to be paid by HAPC in the acquisition pursuant to the Stock Purchase Agreement is fair to HAPC from a financial point of view. The full text of BNY's written opinion, dated September 29, 2006, to the HAPC Board of Directors, which sets forth the procedures followed, assumptions made, matters considered and limitations on the review undertaken, is attached as Annex C. See section entitled "BNY Capital Markets, Inc. Fairness Opinion".

Acquisition Financing

The acquisition will be financed in part with the secured promissory note to be issued to I-Flow (the "Promissory Note"). The amount of the note will depend upon the number of HAPC stockholders who exercise their conversion rights and the principal amount of the Promissory Note will not exceed \$75,000,000. In the event that no stockholders exercise their conversion rights, the amount of the Promissory Note will be \$55,000,000 and the remaining \$85,000,000 of the purchase price will be paid in cash and from the proceeds in the trust account.

The Promissory Note will be made by Acquisition Sub simultaneously with its merger with into InfuSystem, and as a result, will become the obligation of InfuSystem as the entity surviving the merger. HAPC will guarantee InfuSystem's obligations under the Promissory Note. The Promissory Note will mature four years after the closing and bear interest, at the election of HAPC, at a floating rate equal to LIBOR plus 5.5% or the Base rate plus 4.5% calculated on a 360 day basis; provided, however, that LIBOR shall be no less than 3% and the Base rate no less than 4%. The Base rate shall be the rate of interest quoted in The Wall Street Journal, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks), as in effect from time to time, which was equal to 8.25% as of March 29, 2007. The Promissory Note will be subject to prepayment premiums and, under certain circumstances, will be subject to mandatory prepayment. InfuSystem and HAPC will make certain representations, warranties and covenants to I-Flow that are usual and customary for transactions of this type. The Promissory Note will be secured by all of the assets of InfuSystem and HAPC.

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The Promissory Note will contain certain covenants and other agreements, the most significant of which will include: (1) financial covenants, including (i) a maximum total leverage ratio (funded debt divided by EBITDA), which shall initially be 4.75x, with step-downs to be determined in connection with the preparation of the definitive Promissory Note, (ii) a minimum fixed charge coverage ratio (EBITDA divided by cash interest expense plus scheduled principal repayments plus capital expenditures plus income taxes actually paid in accordance with GAAP) to be determined in connection with the preparation of the definitive Promissory Note, but in no case lower than 1.10x, (iii) maximum capital expenditures to be determined in connection with the preparation of the definitive Promissory Note, (iv) minimum liquidity to be determined in connection with the preparation of the definitive Promissory Note, and (v) minimum EBITDA to be determined in connection with the preparation of the definitive Promissory Note; and (2) covenants and other terms and conditions that are usual and customary for transactions of that type, including conditions that (i) HAPC and InfuSystem provide I-Flow with various financial and tax-related information, (ii) InfuSystem maintain appropriate levels of insurance on all material collateral with I-Flow named as the loss payee, (iii) no party to the Promissory Note, other than I-Flow, will declare or pay any dividend or distribution in cash property, assets or in kind, (iv) no party to the Promissory Note, other than I-Flow, will engage in businesses other than those businesses in which they are engaged in on the date of the issuance of the Promissory Note, (v) no party to the Promissory Note, other than I-Flow, will amend, terminate or waive any provisions of any material contract to the extent such amendment, termination or waiver would reasonably be expected to be materially adverse to the parties taken as a whole, and (vi) InfuSystem will enter into and maintain interest rate protection agreements in a form and upon terms acceptable to I-Flow.

The occurrence of the following events, among others, will constitute a default under the Promissory Note: (i) failure to pay when due any principal, interest, premium or fees; (ii) failure to comply with the covenants and other agreements in the Promissory Note; (iii) material breach of a representation of warranty; (iv) liquidation, bankruptcy or reorganization of InfuSystem or HAPC; or (v) the impairment of any of the collateral pledged by InfuSystem and HAPC as security for the Promissory Note. In the event of a default, the applicable interest rate of the Promissory Note will be increased by 2%.

In connection with I-Flow's commitment to accept the Promissory Note, HAPC paid a \$100,000 delivery fee to I-Flow on October 4, 2006. HAPC must also pay I-Flow a Ticking Fee (between 0.50% and 1.0% per annum of the of the maximum principal amount of the Promissory Note which is \$75,000,000) from September 29, 2006, the date that the Stock Purchase Agreement was executed, until the earlier of the closing under the Stock Purchase Agreement, termination of the Stock Purchase Agreement or HAPC's notice that, because alternative financing has been secured, the Promissory Note to I-Flow will no longer be required. The Promissory Note will be subject to a facility fee equal to 2.50% of the actual principal amount payable at closing. Additionally, InfuSystem will pay I-Flow an administrative fee of \$75,000 at the closing and on each anniversary of the closing for the term of the Promissory Note.

Pursuant to the term sheet for the Promissory Note attached as Exhibit C to the Stock Purchase Agreement, the terms and conditions of the Promissory Note that have not yet been determined shall be negotiated in good faith by the parties, with such qualifiers and exceptions as are usual, customary and reasonable in light of InfuSystem's business. HAPC believes, based on the good faith requirement, that the thresholds in the covenants will not be set in such a way that InfuSystem will be at a material risk of violating such covenants immediately after the acquisition.

Fees Payable In Connection With the Acquisition

In addition to a Ticking Fee of \$289,583 estimated to be accrued through May 31, 2007 and the \$100,000 delivery fee HAPC has incurred in connection with the Promissory Note, HAPC has also incurred a fee of \$100,000 payable to Sean McDevitt and Philip B. Harris in connection with their guaranty of the payment of any break up fees payable to I-Flow under the Stock Purchase Agreement as well as a fee of \$42,000 payable to JPMorgan Chase Bank in connection with the delivery of the letter of credit to I-Flow. HAPC will pay a fee of \$300,000 to Messrs. McDevitt and Harris upon the closing of the acquisition on the termination of the Stock Purchase Agreement.

Appraisal or Dissenters Rights

No appraisal rights are available under the Delaware General Corporation Law for the stockholders of HAPC in connection with the acquisition proposal.

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Accounting Treatment of the Acquisition

The acquisition of InfuSystem will be treated as a purchase by HAPC.

United States Federal Income Tax Consequences of the Acquisition

As the stockholders of HAPC are not receiving any consideration or exchanging any of their outstanding securities in connection with the acquisition of InfuSystem and are simply being asked to vote on the matters, it is not expected that the stockholders will have any tax related issues as a result of voting on these matters. However, if you vote against the acquisition proposal and elect a cash conversion of your shares of HAPC into your pro-rata portion of the trust account and as a result receive cash in exchange for your HAPC shares, there may be certain tax consequences, such as realizing a loss on your investment in HAPC's shares. WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS REGARDING YOUR PARTICULAR TAX CONSEQUENCES.

Regulatory Matters

The acquisition and the transactions contemplated by the Stock Purchase Agreement are not subject to any federal or state regulatory requirements or approvals, except for filings necessary to effectuate the merger of Acquisition Subsidiary and InfuSystem and the amendment to the amended and restated certificate of incorporation proposal, with the Secretary of State of the State of Delaware and the Secretary of State of the State of California, as applicable.

Consequences if Acquisition Proposal is not Approved

If the acquisition proposal is not approved by the stockholders, HAPC will not acquire InfuSystem and HAPC will continue to seek other potential business combinations. In addition, HAPC will not consummate the stock option or amended and restated certificate of incorporation proposals. In such an event there is no assurance, and management of HAPC believes that it is unlikely, that HAPC will have the time, resources or capital available to find a suitable business combination partner before (i) the proceeds in the trust account are liquidated to holders of shares purchased in HAPC's initial public offering and (ii) HAPC is dissolved pursuant to the trust agreement and in accordance with HAPC's amended and restated certificate of incorporation.

Required Vote

The approval for the acquisition of InfuSystem will require the affirmative vote of holders as of the Record Date of a majority of the shares outstanding as of the Record Date of HAPC's common stock that were issued in HAPC's initial public offering that are present in person or by proxy at the meeting and that vote on the proposal. In addition, each HAPC stockholder who holds shares of common stock issued in HAPC's initial public offering or purchased following such offering in the open market has the right to vote against the acquisition proposal and, at the same time, demand that HAPC convert such stockholder's shares into cash equal to a pro rata portion of the trust account, including interest, in which a substantial portion of the net proceeds of HAPC's initial public offering is deposited. These shares will be converted into cash only if the acquisition is completed. Based on the amount of cash held in the trust account as of May 31, 2007, without taking into account any interest accrued after such date, stockholders who vote against the acquisition proposal and elect to convert such stockholder's shares as described above will be entitled to convert each share of common stock they hold into approximately \$5.92 per share, less income taxes owed on accrued interest. (The closing prices of HAPC's common stock, warrants and units on June 13, 2007 were \$5.87, \$0.36 and \$6.51, respectively.) However, if the holders of 3,375,050 or more shares of common stock issued in HAPC's initial public offering (an amount equal to 20% or more of the total number of shares issued in the initial public offering), vote against the acquisition and demand conversion of their shares into a pro rata portion of the trust account, then HAPC will not be able to consummate the acquisition. If the conversion price of the common stock is higher than the then prevailing market price of the common stock, there is a greater risk that HAPC stockholders will vote against the acquisition.

An abstention with respect to the acquisition proposal will have no effect since the acquisition proposal requires the affirmative vote of a majority of the votes cast by holders of eligible shares. A broker non-vote or a failure to vote will have no impact upon the approval of the acquisition proposal.

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Recommendation

After careful consideration, HAPC's Board of Directors has determined unanimously that the acquisition proposal is fair to, and in the best interests of, HAPC and its stockholders. HAPC's Board of Directors has approved and declared advisable the acquisition proposal and unanimously recommends that you vote or give instructions to vote **FOR** the proposal to approve the acquisition.

The foregoing discussion of the information and factors considered by the HAPC Board of Directors is not meant to be exhaustive, but includes the material information and factors considered by the HAPC Board of Directors.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR THIS PROPOSAL 1 TO ACQUIRE ALL OF THE OUTSTANDING CAPITAL STOCK OF INFUSYSTEM.

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THE STOCK PURCHASE AGREEMENT

The following summary of the material provisions of the Stock Purchase Agreement is qualified by reference to the complete text of the Stock Purchase Agreement, a copy of which is attached as Annex A to this proxy statement. All stockholders are encouraged to read the Stock Purchase Agreement in its entirety for a more complete description of the terms and conditions of the acquisition.

Structure of the Acquisition

Acquisition Sub will acquire 100% of the issued and outstanding capital stock of InfuSystem from I-Flow. Concurrently with Acquisition Sub's acquisition of all of the issued and outstanding capital stock of InfuSystem, Acquisition Sub will merge with and into InfuSystem. After the merger, Acquisition Sub will cease to exist as an independent entity and InfuSystem, as the surviving corporation, will continue its corporate existence under the laws of the State of California.

Purchase Price and Financing

In consideration for the acquisition of all of the issued and outstanding shares of capital stock of InfuSystem, HAPC or Acquisition Sub will pay to I-Flow a purchase price of \$140,000,000, subject to certain working capital adjustments as set forth in the Stock Purchase Agreement. The purchase price will be subject to an adjustment if the working capital, defined as the excess of current assets over current liabilities, of InfuSystem as of the closing date of the acquisition is more or less than \$7,680,000. If the working capital at the closing date of the acquisition is greater than \$7,680,000, the purchase price will be increased by the amount of the difference, and if the working capital at the closing date of the acquisition is less than \$7,680,000, the purchase price will be decreased by the amount of the difference. As of December 31, 2006, InfuSystem's working capital was \$8,347,000 (including cash in the amount of \$1,956,000 that would be acquired and transferred to HAPC), which would have resulted in an increase to the purchase price of \$667,000 if the acquisition had closed as of that date. I-Flow is permitted to remove any cash remaining in the business at the closing of the acquisition. If I-Flow had removed the remaining cash as of December 31, 2006, the working capital would have been \$6,391,000, resulting in a decrease to the purchase price of \$1,289,000 if the acquisition had closed as of that date. Although the precise closing date of the acquisition cannot be known at this time, HAPC does not anticipate the final working capital adjustment to the purchase price to be materially different from the adjustment calculated as of December 31, 2006.

The purchase price will be paid by HAPC or Acquisition Sub in cash or a combination of (i) a secured promissory note (the "Promissory Note") made by Acquisition Sub at the closing and payable to I-Flow in a principal amount equal to \$55,000,000 plus the amount actually paid to HAPC's stockholders who vote against the acquisition and demand that their shares be converted into the right to receive a pro rata portion of the net proceeds of HAPC's initial public offering held in the trust account, but not to exceed \$75,000,000 (the "Maximum Amount") and (ii) an amount of cash purchase price equal to \$65,000,000 plus the difference between the Maximum Amount and the actual principal amount of the Promissory Note. The Promissory Note will be made by Acquisition Sub simultaneously with its merger with and into InfuSystem and as a result, will become the obligation of InfuSystem as the entity surviving the merger. HAPC will guarantee InfuSystem's obligations under the Promissory Note. HAPC estimates that there will be between \$5,000,000 and \$7,500,000 remaining from the trust account after the acquisition has closed and available to the combined company as working capital. The amount of cash remaining in the trust account after the acquisition has closed is expected to remain the same assuming maximum share redemption and assuming no share redemption as the promissory note allows for the amount borrowed to increase in an

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amount equal to the cash paid to HAPC's stockholders who vote against the acquisition and demand conversion. The following depicts the sources and uses of funds for the transaction, assuming a June 29, 2007 closing as estimated as of May 29, 2007.

<i>SOURCES</i>		<i>USES</i>	
<i>Cash available for acquisition from trust account and from outside trust account</i>	\$ 94,706,000 ¹	<i>Purchase price</i>	\$ 140,000,000
<i>Promissory Note (assuming no share conversion)</i>	55,000,000 ³	<i>Purchase price reduction resulting from working capital adjustment</i>	(1,616,000) ²
		<i>Estimated expenses</i>	4,146,000 ⁴
		<i>Cash available for working capital</i>	7,176,000 ⁵
<i>Total</i>	\$ 149,706,000	<i>Total</i>	\$ 149,706,000

¹ Estimated balance as of June 29, 2007, net of estimated income tax due on trust account interest income and deferred underwriter fees of \$5,468,000.

² Estimated utilizing InfuSystem March 31, 2007 financial statements and assuming cash is removed from business at closing by I-Flow.

³ As shown assumes no share conversion. Assuming maximum share conversion, amount would increase to approximately \$75,000,000 and an additional use of cash would be reflected for approximately \$20,000,000.

⁴ Estimated expenses of amounts previously incurred and payable as of May 29, 2007, as well as amounts expected to be incurred and payable as of June 29, 2007.

⁵ HAPC believes a range of \$5,000,000 to \$7,500,000 will be available upon completion of the acquisition after allowing for additional unanticipated expenses as well as changes in actual closing working capital and purchase price adjustment.

The Promissory Note will mature four years after the closing and bear interest, at the election of HAPC, at a floating rate equal to LIBOR plus 5.5% or the Base rate plus 4.5% calculated on a 360 day basis; provided, however, that LIBOR shall be no less than 3% and the Base rate no less than 4%. The Base rate shall be the rate of interest quoted in The Wall Street Journal, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks), as in effect from time to time, which was equal to 8.25% as of March 29, 2007. The principal amount will be amortized quarterly as follows: 5% during year one; 10% during year two; 10% during year three; and 15% during year four with the remaining principal amount due at the maturity date. In the event that the loan is prepaid prior to the third anniversary of the closing, InfuSystem will pay I-Flow a prepayment premium equal to (i) 2% of the principal amount of such repayment, if such repayment occurs on or prior to one year after the closing or (ii) 1% of the principal amount of such repayment, if such repayment occurs after the date which is more than one year after the closing but on or prior to the date which is three years after the closing. The Promissory Note is subject to mandatory prepayments in amounts to be determined in the event that InfuSystem or I-Flow engage in any asset sale which is not in the ordinary course of business, receive insurance proceeds that are not reinvested in the business of InfuSystem or HAPC, receive cash proceeds from the sale of any equity, receive tax refunds, incur indebtedness, enter into a revolving credit facility or have certain excess cash flows. Based upon InfuSystem's historical financial performance and cash flow over the past two years and assuming no material adverse changes in its results, HAPC believes that the operations from the existing InfuSystem business will be sufficient to pay the interest and required installments of principal (40%) on the debt. However, based upon InfuSystem's historical financial performance assuming no material adverse changes in its results, HAPC anticipates that it will be able to refinance the remaining principal at maturity although there is no assurance that HAPC will be able to do so on terms acceptable to HAPC, if at all. Whether or not HAPC is able to refinance the promissory note will largely depend upon the discretion of third party lenders who may determine that it is inadvisable to enter into financing arrangements with HAPC. See also the risk factors entitled "Debt incurred in connection with the acquisition of InfuSystem could adversely effect HAPC's operations and financial condition" and "HAPC's

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indebtedness to I-Flow under the promissory note will be secured by substantially all of its assets. I-Flow's security interest in substantially all of HAPC's assets may limit HAPC's flexibility in the way HAPC operates its business and its ability to obtain additional financing from third parties on page 16.

The Promissory Note will be secured by all of the assets of InfuSystem and HAPC. HAPC believes that the fair market value of such assets exceeds the maximum potential principal amount of the Promissory Note. InfuSystem and HAPC will make certain representations and warranties to I-Flow including, among others, (i) due corporate organization and authorization; (ii) execution, delivery and enforceability of the Promissory Note; (iii) financial condition and solvency; (iv) no material adverse change in or effect on the business, condition (financial or otherwise), assets, liabilities (actual or contingent), operations, management, performance, properties, or prospects of HAPC, since December 31, 2005; and (v) title to properties. InfuSystem and HAPC will also make certain covenants to I-Flow customary for a transaction of this type and including, among others, maintenance of certain leverage ratios and fixed charge coverage ratios as well as certain levels of liquidity and EBITDA.

The occurrence of the following events, among others, will constitute a default under the Promissory Note: (i) failure to pay when due any principal, interest, premium or fees; (ii) failure to comply with the covenants and other agreements in the Promissory Note; (iii) material breach of a representation of warranty; (iv) liquidation, bankruptcy or reorganization of InfuSystem or HAPC; or (v) the impairment of any of the collateral pledged by InfuSystem and HAPC as security for the Promissory Note. In the event of a default, the applicable interest rate of the Promissory Note will be increased by 2%.

In connection with I-Flow's commitment to accept the Promissory Note, HAPC paid a \$100,000 delivery fee to I-Flow on October 4, 2006. HAPC must also pay I-Flow a Ticking Fee (between 0.50% and 1.0% per annum of the maximum principal amount of the Promissory Note which is \$75,000,000) from September 29, 2006, the date that the Stock Purchase Agreement was executed, until the earlier of the closing under the Stock Purchase Agreement, termination of the Stock Purchase Agreement or HAPC's notice that, because alternative financing has been secured, the Promissory Note to I-Flow will no longer be required. The Promissory Note will be subject to a facility fee equal to 2.50% of the actual principal amount payable at closing. Additionally, InfuSystem will pay I-Flow an administrative fee of \$75,000 at the closing and on each anniversary of the closing for the term of the Promissory Note.

Closing of the Acquisition

Subject to the provisions of the Stock Purchase Agreement, the closing will take place no later than June 29, 2007, or, as soon as practicable after all the conditions described under the section "The Stock Purchase Agreement - Conditions to Completion of the Acquisition" have been satisfied, unless HAPC and I-Flow agree to another time.

Representations and Warranties

The Stock Purchase Agreement contains a number of representations and warranties that each of HAPC, Acquisition Sub, I-Flow and InfuSystem make to each other. These representations and warranties include and relate to:

organization and qualification;

authorization, execution, delivery and enforceability of the Stock Purchase Agreement and related agreements including the Amended and Restated Services Agreement and License Agreement;

absence of conflicts or violations under organizational documents, certain agreements and applicable laws or decrees, as a result of the contemplated transaction; receipt of all required consents and approvals;

capitalization and ownership of capital stock (I-Flow and InfuSystem);

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financing (HAPC and Acquisition Sub only);

investment intent (HAPC and Acquisition Sub only);

brokers;

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access to information (HAPC and Acquisition Sub only);

equity interests in third parties (I-Flow and InfuSystem only);

financial statements (I-Flow and InfuSystem only);

no undisclosed liabilities (I-Flow and InfuSystem only);

absence of certain changes or events since June 30, 2006 (I-Flow and InfuSystem only);

compliance with law; permits (I-Flow and InfuSystem only);

litigation (I-Flow and InfuSystem only);

employee benefit plans (I-Flow and InfuSystem only);

labor and employment (I-Flow and InfuSystem only);

insurance (I-Flow and InfuSystem only);

real property (I-Flow and InfuSystem only);

intellectual property (I-Flow and InfuSystem only);

taxes (I-Flow and InfuSystem only);

environmental matters (I-Flow and InfuSystem only);

material contracts (I-Flow and InfuSystem only);

accounts receivable; suppliers (I-Flow and InfuSystem only);

inventories (I-Flow and InfuSystem only);

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products (I-Flow and InfuSystem only);

minute books; books and records (I-Flow and InfuSystem only);

bank accounts; powers of attorney (I-Flow and InfuSystem only);

affiliate transactions (I-Flow and InfuSystem only);

tangible personal property (I-Flow and InfuSystem only);

accuracy of all information provided to HAPC and Acquisition in connection with preparation of proxy statement (I-Flow and InfuSystem only);

HAPC's and Acquisition Sub's own investigation and due diligence process (HAPC and Acquisition Sub only);

accuracy of all information contained in proxy statement (HAPC and Acquisition Sub only);

no other representations and warranties (HAPC and Acquisition Sub only); and

knowledge of breaches.

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Materiality and Material Adverse Effect

Certain of the representations and warranties are qualified by materiality or material adverse effect. Subject to certain exceptions set forth in the Stock Purchase Agreement, a material adverse effect means, with respect to InfuSystem, any event, change, circumstance, effect or state of facts, or any combination of the foregoing, that is materially adverse to (i) the business, assets, liabilities, condition (financial or otherwise) or results of operations of InfuSystem, taken as a whole, or (ii) the ability of InfuSystem to timely perform its obligations under the Stock Purchase Agreement, Amended and Restated Services Agreement or the License Agreement to which it is, or will be, a party or to consummate the transactions contemplated hereby or thereby.

With respect to InfuSystem, a material adverse effect does not include the effect of any circumstance, change, development or event arising out of or impacting:

the markets or industry in which InfuSystem operates its business;

general economic conditions, including such conditions as are related to InfuSystem's business;

national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, or escalation of any existing hostilities;

financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index);

natural disasters, acts of God or other events not within the reasonable control of InfuSystem, including, but not limited to, recalls or shortage of drugs;

any change in applicable laws or accounting rules;

the taking of any action required by Stock Purchase Agreement or expressly consented to by HAPC or Acquisition Sub;

the public announcement of the entering into of the Stock Purchase Agreement or the transactions contemplated by the Stock Purchase Agreement; and

any adverse change in or effect on InfuSystem's business that is cured by I-Flow or InfuSystem to the reasonable satisfaction of the HAPC before the earlier of the closing or the termination of the Stock Purchase Agreement.

Additionally, no material adverse effect shall be deemed to have occurred upon the occurrence of any one or more of the following events (or combination thereof): (i) the threatened or actual reduction in reimbursements collectible by InfuSystem that is not specific to, or targeted solely at, InfuSystem as a result of any change or development not within the reasonable control of the InfuSystem, including, without limitation, changes or developments in applicable laws or general economic conditions or (ii) the resignation of any employee of the Company as a result of the transactions contemplated by the Stock Purchase Agreement or otherwise.

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A material adverse effect means, with respect to HAPC, Acquisition Sub or I-Flow, any event, change, circumstance, effect or state of facts that is materially adverse to the ability of the HAPC, Acquisition Sub or I-Flow, as applicable, to timely perform in all material respects its obligations under the Stock Purchase Agreement, the License Agreement and Amended and Restated Services Agreement to which it is, or will be, a party or to consummate the transactions contemplated thereby.

Interim Covenants

The parties covenant that, between the date of the Stock Purchase Agreement and the closing;

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the business of InfuSystem will continue to be conducted in the ordinary course;

HAPC and Acquisition Sub will have access to the facilities, books and records of InfuSystem;

the disclosure schedules to the Stock Purchase Agreement will be updated as necessary;

the parties will notify one another in the event that a party becomes aware of a breach in a representation or warranty that it has made in the Stock Purchase Agreement;

the parties will notify one another in the event that a party becomes aware of circumstances that will prevent fulfillment of the conditions set forth under The Stock Purchase Agreement Conditions to the Completion of the Acquisition ;

if the Stock Purchase Agreement is terminated before the closing, HAPC will not for a period of two years thereafter, unless permitted in writing by I-Flow, solicit the employment of any person who is or was an employee of InfuSystem or I-Flow during such two year period;

the parties agree to keep any confidential information obtained from the other in the course of negotiating the Stock Purchase Agreement subject to the terms of the Confidentiality Agreement dated as of May 3, 2006 by and between HAPC and I-Flow;

the parties agree to use all commercially reasonable efforts to obtain all necessary third party and governmental consents to the consummation of the transactions contemplated by the Stock Purchase Agreement;

the parties agree to consult with the other before releasing any press release or otherwise making any public statements with respect to the financing of the acquisition;

the parties agree to use all commercially reasonable efforts to obtain the release of I-Flow from its obligations under any bonds, guarantees or similar agreements that I-Flow has entered into on behalf of InfuSystem;

I-Flow agrees to cancel all liabilities owed by or to InfuSystem to or from I-Flow or any of its affiliates, without payment;

I-Flow agrees that it will not, and it will cause InfuSystem or its directors, officers, employees or agent not to: (i) solicit any inquiries with respect to a merger, acquisition, consolidation, recapitalization, liquidation, dissolution, equity investment or similar transaction involving, or any purchase of all or any substantial portion of the assets or any equity securities of, InfuSystem (a Proposal); (ii) engage in any negotiations concerning, or provide any confidential information or data to, or have any substantive discussions with, any person relating to a Proposal; (iii) otherwise cooperate in any effort or attempt to make, implement or accept a Proposal; or (iv) enter into contract with any Person relating to a Proposal; and

I-Flow agrees that to the extent that any property or assets of InfuSystem, other than InfuSystem's books and records, are in the possession of I-Flow as of the date of the execution of the Stock Purchase Agreement, I-Flow agrees to deliver such property or assets to InfuSystem prior to closing.

Indemnification of Officers and Directors

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From and after the closing, HAPC will, and cause InfuSystem to, indemnify and defend each person who was at the time of the execution of the Stock Purchase Agreement, or at any time prior thereto, or who becomes prior to the closing, an officer or director of InfuSystem against any and all losses arising out of or relating to any threatened or actual suit, arising out of or relating in whole or in part to the fact that such person is or was a director or officer of InfuSystem.

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Employees

HAPC will provide, or cause to be provided, to the individuals who are actively employed by InfuSystem at the time of the closing, compensation and benefits on terms no less favorable than those provided by InfuSystem prior to the closing, for a period of 12 months.

Non-Competition

During the period commencing immediately after the closing and ending on the third anniversary of the closing, I-Flow will not, nor will it cause its affiliates to, have any direct ownership in or manage, operate, finance or control any business of billing to third party insurance carriers for the use of electronic pumps for chemotherapy and other ancillary medical treatments in the United States.

Insurance

In the event that I-Flow is entitled, under the terms of occurrence based insurance policies in effect on or prior to the closing, to coverage for losses suffered by InfuSystem arising out of any occurrences covered by such policies occurring prior to closing, I-Flow will take such actions to recover such losses on behalf of InfuSystem pursuant to such policies as it would use or take in conducting its own business if such losses were suffered by I-Flow, and will deliver the proceeds thereby recovered to the HAPC.

No Claims Against the Trust Account

Each of I-Flow and InfuSystem agree that it does not have any right, title, interest or claim of any kind in or to any monies in the trust account containing the proceeds of HAPC's initial public offering in the amount of approximately \$96,200,000, and waives any claim it may have in the future as a result of, or arising out of, any negotiations, contracts with HAPC and will not seek recourse against the trust account for any reason whatsoever.

Sufficient Cash

I-Flow is permitted to remove any cash remaining in the business at the closing of the acquisition. To the extent that I-Flow removes cash from the business at closing of the acquisition, the purchase price may be subject to adjustment. The Stock Purchase Agreement provides that the purchase price will be subject to adjustment if the working capital (defined as the excess of current assets over current liabilities) of InfuSystem as of the closing date of the acquisition is greater or less than \$7,680,000. To the extent that I-Flow's removal of cash from the business causes the working capital to be less than \$7,680,000 as of the closing date of the acquisition, the purchase price will be decreased by the amount of the difference.

Pursuant to the terms of the Stock Purchase Agreement, InfuSystem is required to run its business in the ordinary course from the time that the Stock Purchase Agreement is signed until the closing of the acquisition. Accordingly, InfuSystem must maintain levels of inventory appropriate to ensure the ongoing operation of the business up until the time that the business is acquired by HAPC. HAPC anticipates that the levels of inventory maintained by InfuSystem will allow HAPC to generate the necessary cash flows to successfully continue operations once it has assumed control of the business at the closing. Additionally, HAPC or Acquisition Sub will provide cash from trust proceeds and any cash on hand to InfuSystem after the closing in an amount sufficient to allow InfuSystem to carry on its business, pay its creditors existing as of the closing date in ordinary course and continue as a going concern. HAPC estimates that there will be between \$5,000,000 and \$7,500,000 remaining from the trust account after the acquisition has closed and available to the combined company as working capital.

Stockholder Approval, Proxy and Annual Meeting

HAPC's amended and restated certificate of incorporation requires that the acquisition must be approved by the holders of a majority of the shares of HAPC common stock sold in HAPC's initial public offering that vote on the issue. The acquisition cannot be completed if holders of 20% or more of the shares of HAPC common stock sold in the initial public offering vote against the acquisition and, as permitted by the amended and restated certificate of incorporation, demand that their shares be converted into the right to receive a pro rata portion of the net proceeds of the initial public offering held in a trust account.

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HAPC has agreed to prepare and file a proxy statement with the SEC in order to convene an annual meeting of HAPC's stockholders to vote on the acquisition proposal. I-Flow has agreed to provide HAPC with all information related to InfuSystem necessary to prepare the proxy statement. HAPC's Board of Directors has agreed, subject to its fiduciary duties and applicable law, to recommend that HAPC stockholders vote to approve the acquisition proposal. All fees and expenses incurred by HAPC, I-Flow and InfuSystem in connection with the preparation of the proxy statement (with the exception of audit fees, as described below) and the solicitation of HAPC stockholder approval, will be borne by HAPC.

Assignment of Non-Disclosure Agreements

I-Flow agrees to use commercially reasonable efforts to assign to InfuSystem all of I-Flow's rights and obligations under any non-disclosure or confidentiality agreements that I-Flow has entered into with potential purchasers of InfuSystem to the extent such non-disclosure agreements relate to InfuSystem and confidential information of InfuSystem.

Use of InfuSystem Name and Trademark

I-Flow agrees to immediately cease use of the trade name and trademark InfuSystem following the closing.

Audit Fees and Costs

HAPC agrees to bear 50% of all fees and costs paid to auditors by I-Flow and/or InfuSystem relating to the audit of InfuSystem's financial statements as of and for the years ended December 31, 2003 and December 31, 2004. I-Flow agrees to bear all fees and costs incurred in connection with the audit of InfuSystem's financial statements as of and for the years ended December 31, 2006 and 2005.

Indemnification

The parties agree to indemnify one another against any and all damages or liabilities arising out of (i) breach of a representation, warranty or covenant made in the Stock Purchase Agreement, (ii) failure to perform or satisfy a covenant made in the Stock Purchase Agreement or (iii) incurrence of broker's fees in connection with the transactions contemplated by the Stock Purchase Agreement.

The maximum aggregate amount that the parties may recover from one another in connection with the breaches of representations and warranties and certain covenants is 15% of the purchase price. The parties will only become liable to one another for damages resulting from breaches of representations or warranties in excess of \$1,500,000. There is no minimum or maximum amount of damages recoverable by the parties for breaches of certain representations and warranties, most covenants or the incurrence of broker's fees.

Subject to certain exceptions, the representations, warranties and covenants of the parties will survive the closing and expire on March 31, 2008.

Tax Matters

I-Flow agrees to indemnify InfuSystem and HAPC against taxes relating to taxable periods ending on or before the closing date, taxes resulting from any preclosing affiliations of InfuSystem with other entities and taxes resulting from an election under Section 338(h)(10) of the Internal Revenue Code of 1986, as amended (the Code) with respect to the purchase by HAPC of the stock of InfuSystem. This tax indemnity is limited by various items, including amounts reserved by InfuSystem against certain potential liabilities in respect of Michigan Use Taxes. HAPC agrees to indemnify I-Flow against taxes incurred by InfuSystem in respect of taxable periods beginning on or after the closing date. In general, the parties agree to share responsibility for taxes incurred by InfuSystem for taxable periods including but not ending on the closing date by apportioning those taxes assuming that InfuSystem were to close the books as of the end of the closing date, but on a per diem basis in respect of property taxes.

I-Flow will prepare and file tax returns for InfuSystem for taxable periods ending on or before the closing date to the extent InfuSystem is included in returns filed by I-Flow on a consolidated or combined basis. HAPC files other tax returns of InfuSystem. The parties have various rights of oversight and review in respect of the tax returns filed by each other.

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At the election of HAPC, the parties will enter into an election under Section 338(h)(10) of the Code with respect to the sale of the stock of InfuSystem by I-Flow to HAPC. The parties have agreed upon a tentative allocation of the purchase price among the assets of I-Flow necessitated by this election, subject to adjustment as the figures are finalized.

The parties have agreed to provide each other with various cooperation and assistance if necessary in respect of tax filings or audits with respect to InfuSystem. I-Flow has agreed to terminate all tax sharing agreements relating to InfuSystem so that any such agreements will not have effect after the closing.

Conditions to the Completion of the Acquisition

The obligations of HAPC, Acquisition Sub, I-Flow and InfuSystem to complete the acquisition are subject to the satisfaction or waiver of specified conditions before completion of the acquisition, including the following:

Conditions to HAPC's, Acquisition Sub's, I-Flow's and InfuSystem's obligations:

the absence of any law preventing consummation of the acquisition; and

the receipt of all material consents of, registrations, declarations or filings with, any governmental entity legally required for the consummation of the acquisition.

Conditions to HAPC's and Acquisition Sub's obligations:

The obligation of HAPC and Acquisition Sub to complete the acquisition is further subject to the following conditions:

the representations and warranties made by I-Flow and InfuSystem that are qualified as to materiality must be true and correct, and those not qualified as to materiality must be true and correct in all material respects, both when made and as of the closing date of the acquisition, except representations and warranties that address matters as of another date, which must be true and correct as of such other date, and HAPC must have received a certificate from each of I-Flow and InfuSystem to that effect;

I-Flow and InfuSystem must have performed in all material respects all obligations required to be performed by each of them under the terms of the Stock Purchase Agreement;

HAPC and Acquisition Sub must have received all such documents as HAPC and Acquisition Sub may reasonably request evidencing the satisfaction of I-Flow's and InfuSystem's obligations under the terms of the Stock Purchase Agreement;

HAPC must have received the affirmative vote in favor of the acquisition by the holders of at least the majority of the number of shares of common stock that were issued in HAPC's public offering that vote on the proposal, provided, less than 20% of the shares of common stock issued in HAPC's initial public offering vote against the acquisition proposal and elect a cash conversion of their shares;

I-Flow must have obtained the consent of each person whose consent is required under certain material contracts to which InfuSystem is a party and provided evidence of such consents to HAPC;

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I-Flow must have delivered to HAPC evidence of the release of all encumbrances (other than certain permitted encumbrances, including those created by HAPC or Acquisition Sub) with respect to the property and assets of InfuSystem and all of the issued and outstanding capital stock of InfuSystem;

I-Flow must have delivered to HAPC evidence of the repayment or release of all outstanding indebtedness of InfuSystem (other than certain permitted indebtedness);

I-Flow must have delivered to HAPC evidence of the repayment or other cancellation of all liabilities owed by or to InfuSystem to or from I-Flow or any of its affiliates;

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I-Flow must have delivered to HAPC or Acquisition Sub a certificate of the secretary of I-Flow dated as of the closing date and certifying that attached thereto are true and complete copies of all resolutions adopted by the Board of Directors of I-Flow authorizing the execution, delivery and performance of the Stock Purchase Agreement and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by the Stock Purchase Agreement;

I-Flow must have delivered to HAPC a duly completed and executed certification of non-foreign status pursuant to Section 1.1445-2(b)(2) of the Treasury regulations; and

I-Flow must have delivered to HAPC a duly completed and executed Form 8023, if requested by HAPC.

Conditions to I-Flow's and InfuSystem's Obligations:

The obligation of I-Flow and InfuSystem to complete the acquisition is further subject to the following conditions:

the representations and warranties made by HAPC and Acquisition Sub that are qualified as to materiality must be true and correct, and those not qualified as to materiality must be true and correct in all material respects, both when made and as of the closing date of the acquisition, except representations and warranties that address matters as of another date, which must be true and correct as of such other date, and I-Flow must have received a certificate from each of HAPC and Acquisition Sub to that effect;

HAPC or Acquisition Sub must have delivered the purchase price of \$140,000,000 in cash (subject to certain working capital adjustments to be determined at the time of closing) or in a combination of cash and a promissory note to I-Flow;

HAPC must have executed and delivered to I-Flow a guaranty of amounts due under the promissory note;

I-Flow must have received an executed counterpart signature page by InfuSystem to each of the License Agreement and Amended and Restated Services Agreement; and

I-Flow must have received all such documents as I-Flow may reasonably request evidencing the satisfaction of HAPC's and Acquisition Sub's obligations under the terms of the Stock Purchase Agreement.

Termination

Termination by I-Flow or HAPC

The Stock Purchase Agreement may be terminated at any time prior to the closing by mutual written consent of I-Flow or HAPC. Additionally, I-Flow or HAPC may terminate the Stock Purchase Agreement prior to closing if (i) the closing has not occurred by June 29, 2007 or (ii) any governmental authority issues an order, ruling or takes other action that prohibits the consummation of the transactions contemplated by the Stock Purchase Agreement.

Termination by I-Flow

I-Flow may terminate the Stock Purchase Agreement prior to the closing if (i) HAPC or Acquisition Sub breaches or fails to perform in any respect any of its representations, warranties or covenants contained in the Stock Purchase Agreement where such breach or failure to perform would result in a failure of a condition precedent to the closing, cannot be cured within 15 calendar days following delivery of written notice of such breach and such breach has not been waived by I-Flow or (ii) any of the conditions precedent to closing have become incapable of fulfillment.

Termination by HAPC

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HAPC may terminate the Stock Purchase Agreement prior to the closing if (i) I-Flow or InfuSystem breaches or fails to perform in any respect any of its representations, warranties or covenants contained in the Stock Purchase Agreement, License Agreement or the Amended and Restated Services Agreement where such breach or failure to perform would result in a failure of a condition precedent to the closing, cannot be cured within 15 calendar days following delivery of written notice of such breach and such breach has not been waived by I-Flow or (ii) any of the conditions precedent to closing have become incapable of fulfillment.

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Effect of Termination

In the event that the Stock Purchase Agreement is terminated for any of the reasons enumerated above, the Stock Purchase Agreement will become void, provided, however, the parties shall continue to remain bound by the provisions relating to confidentiality, public announcements, fees and expenses, notices, governing law, third party beneficiaries and submission to jurisdiction.

Additionally, in the event that the Stock Purchase Agreement is terminated (i) because of HAPC's failure to obtain the stockholder approval required by the terms of the Stock Purchase Agreement (HAPC Stockholder Approval) by June 29, 2007 for any reason or (ii) because HAPC or Acquisition Sub is unwilling or unable to consummate the transactions contemplated by the Stock Purchase Agreement notwithstanding the fact that all conditions precedent to the Stock Purchase Agreement to be satisfied by I-Flow and InfuSystem (and the receipt of HAPC Stockholder Approval) have been satisfied or are capable of fulfillment, HAPC must pay I-Flow a break up fee. In the event that I-Flow terminates the Stock Purchase Agreement after June 29, 2007 and the break up fee is payable for the sole reason that HAPC has not held the stockholder meeting seeking HAPC Stockholder Approval by June 29, 2007, the break up fee will be \$1,000,000. In all other cases where a break up fee is payable, the amount will be \$3,000,000.

Guaranty

Payment of the break up fee has been guaranteed to I-Flow by Messrs. Sean McDevitt and Philip B. Harris (the Guarantors) pursuant to a Continuing Guaranty provided by the Guarantors in favor of I-Flow and delivered concurrently with the execution of the Stock Purchase Agreement. Pursuant to the terms of a Guarantee Fee and Reimbursement Agreement entered into by HAPC and the Guarantors on September 29, 2006, HAPC has agreed to pay the Guarantors a fee of \$100,000 upon delivery of the Continuing Guaranty and \$300,000 upon closing of the transactions contemplated by, or the termination of, the Stock Purchase Agreement. HAPC has also agreed to reimburse the Guarantors for any payments actually made by them in connection with the Continuing Guaranty.

Messrs. McDevitt and Harris have delivered a letter of credit to I-Flow issued by JPMorgan Chase Bank for the benefit of I-Flow which I-Flow may draw upon in the event that the \$3,000,000 or \$1,000,000 break up fee, as the case may be, is not paid when due and payable.

Fees and Expenses

All fees and expenses incurred in connection with the Stock Purchase Agreement will be paid by the party incurring those fees and expenses, regardless of whether the transactions contemplated by the Stock Purchase Agreement are consummated.

Amendment and Modification

The Stock Purchase Agreement may not be amended or modified except by an instrument in writing signed on behalf of each of the parties thereto.

Waiver

Any agreement on the part of any party to the Stock Purchase Agreement to waive a right or remedy under the Stock Purchase Agreement will only be valid if set forth in writing and signed by a duly authorized officer on behalf of such party.

No failure or delay of any party in exercising any right or remedy under the Stock Purchase Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise of such right or power.

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Governing Law

The laws of the State of New York will govern disputes and controversies arising out of the Stock Purchase Agreement.

Assignment

HAPC or the Acquisition Sub may assign the Stock Purchase Agreement to any subsidiary of HAPC without the prior consent of I-Flow or InfuSystem. I-Flow may assign any of its rights under the Stock Purchase Agreement, including the right to receive the purchase price and/or the repayment of the promissory note, to one of its affiliates without the consent of HAPC or InfuSystem. In all other instances, neither the Stock Purchase Agreement, nor any of the rights or obligations thereunder, may be assigned by any party without the prior written consent of the other parties, and any such assignment without such prior written consent will be null and void.

Ancillary Agreements

Amended and Restated Services Agreement

I-Flow and InfuSystem will enter into an Amended and Restated Services Agreement (*Services Agreement*) pursuant to which InfuSystem will agree to continue to provide I-Flow, from and after the closing, the billing and collection services and management services that InfuSystem has been providing I-Flow prior to the date of closing. Under the Services Agreement, I-Flow will agree to retain InfuSystem, as an independent contractor, on a non-exclusive basis, to provide third-party billing and certain management services in connection with the manufacturing, marketing, distribution and sale by I-Flow of its medical equipment and supplies. In return, InfuSystem will agree to furnish I-Flow certain billing and collection services, including the billing of services and/or products to, and collection of payments and reimbursements from, patients and applicable third parties. Additionally, InfuSystem will agree to furnish the following management services to I-Flow: (i) business management assistance; (ii) advice concerning regulatory, legislative and industry changes; (iii) assistance in establishing and maintaining a medical record system; and (iv) staff development.

Under the Services Agreement, I-Flow will agree to pay InfuSystem a monthly service fee equal to the greater of (i) the monthly expenses for those InfuSystem employees devoted to the billing and collection and management services provided to I-Flow which expenses shall consist of (a) salaries and wages, (b) payroll taxes and (c) group insurance, in addition to an amount equal to 40% of the sums of items (a) through (c) or (ii) a performance-based fee equal to 25% of the total actual net cash collections (net of adjustments) received during such month on behalf of I-Flow.

The initial term of the Services Agreement will be 3 years, and will be automatically renewed for succeeding 1 year terms unless terminated pursuant to the provisions of the Services Agreement. The Services Agreement may be terminated by I-Flow at any time upon giving 180 calendar days prior written notice to InfuSystem, and may be terminated by InfuSystem after the first anniversary upon giving 180 calendar days prior written notice to I-Flow.

License Agreement

In order to facilitate the continued business relationship between InfuSystem and I-Flow pursuant to the Services Agreement, as described above, InfuSystem will grant to I-Flow a license to use InfuSystem's intellectual property related to the third-party billing and collection services and management services currently provided by InfuSystem to I-Flow. Specifically, InfuSystem will grant to I-Flow (i) an unrestricted, perpetual, irrevocable, worldwide, assignable, royalty-free and exclusive license to use and/or sublicense InfuSystem's intellectual property with respect to acute post-operative pain management treatments, and (ii) an unrestricted, perpetual, irrevocable, worldwide, assignable, royalty-free and non-exclusive license to use and/or sublicense InfuSystem's intellectual property with respect to all fields other than post-operative pain management treatments, including, without limitation, the fields of wound site management and post-operative surgical treatments.

The term of the License Agreement will be perpetual, but may be terminated by I-Flow following the third anniversary of the effective date of the License Agreement. If the Services Agreement terminates for any reason, then the exclusive license described in (i) above will be deemed amended to become a non-exclusive license, and the non-exclusive license described in (ii) above will cease to have any force or effect. The License Agreement may not be terminated by InfuSystem.

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BNY CAPITAL MARKETS, INC. FAIRNESS OPINION

BNY Capital Markets, Inc. (BNY) was retained by HAPC in connection with its proposed acquisition of InfuSystem, Inc. HAPC chose to retain BNY based on BNY's reputation and experience in the healthcare mergers and acquisitions market. Specifically, HAPC requested BNY to determine whether the consideration to be paid by HAPC in connection with the acquisition is fair to HAPC from a financial point of view. On September 29, 2006, at a meeting of the HAPC Board of Directors held to evaluate the acquisition, BNY rendered to the board an oral opinion, which opinion was confirmed by delivery of a written opinion dated September 29, 2006, to the effect that, as of that date and based on and subject to the matters described in its opinion, the consideration to be paid by HAPC in connection with the acquisition was fair, from a financial point of view to HAPC.

The full text of BNY's written opinion, dated September 29, 2006, to the HAPC Board of Directors, which sets forth the procedures followed, assumptions made, matters considered and limitations on the review undertaken, is attached as Annex C. You are encouraged to read this opinion carefully in its entirety. The opinion was provided to the board in connection with the board's evaluation of the acquisition and relates only to the fairness to HAPC, from a financial point of view, of the consideration to be paid by HAPC, does not address any other aspect of the acquisition and does not constitute a recommendation to any stockholder as to how such stockholder should vote or act with respect to any matters relating to the acquisition. The opinion is neither a recommendation nor advice as to whether HAPC shareholders should exercise their right to convert their shares into cash, pursuant to the HAPC charter. The summary of BNY's opinion in this proxy statement is qualified in its entirety by reference to the full text of the opinion.

In arriving at its opinion, BNY reviewed a draft dated September 28, 2006, of the stock purchase agreement and drafts of certain related documents, as well as certain publicly available business and financial information relating to InfuSystem. BNY also reviewed certain other information relating to InfuSystem, including financial forecasts provided to or discussed with BNY by HAPC management and InfuSystem. In addition, BNY reviewed certain financial projections presented in the InfuSystem Confidential Information Memorandum and discussed InfuSystem's business and prospects with HAPC management and Company management. BNY also considered certain financial data of InfuSystem and compared that data with similar data for other publicly held companies in businesses BNY deemed similar to InfuSystem, and considered, to the extent publicly available, the financial terms of certain other business combinations and transactions which had been effected or announced. BNY also considered such other information, financial studies, analyses and investigations and financial, economic and market criteria as it deemed relevant.

In connection with its review, BNY did not assume any responsibility for independent verification of any of the information it reviewed and relied on that information being complete and accurate in all material respects. With respect to the financial forecasts for InfuSystem that BNY reviewed, HAPC management advised BNY, and BNY assumed, that the forecasts were reasonably prepared on bases reflecting the best currently available estimates and judgments of HAPC management as to InfuSystem's future financial performance. BNY also assumed, with HAPC's consent, that in the course of obtaining any regulatory or third party consents, approvals or agreements in connection with the acquisition, no modification, delay, limitation, restriction or condition would be imposed that would have an adverse effect on InfuSystem or the acquisition and that the acquisition would be consummated in accordance with the terms of the stock purchase agreement, without waiver, modification, amendment or adjustment of any material term, condition or agreement therein. In addition, BNY was not requested to make, and did not make, an independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of InfuSystem, nor was BNY furnished with any such evaluations or appraisals. Representatives of HAPC advised BNY, and BNY assumed, that the stock purchase agreement and related documents, when executed, would conform to the drafts reviewed by BNY in all respects material to its analyses. BNY's opinion addressed only the fairness to HAPC, from a financial point of view, of the consideration paid by HAPC in the acquisition and did not address any other aspect or implication of the acquisition or any other agreement, arrangement or understanding entered into in connection with the acquisition or otherwise. The opinion was necessarily based upon information made available to BNY as of the date of the opinion and upon financial, economic, market and other conditions as they existed and could be evaluated on that date. BNY's opinion did not address the relative merits of the acquisition as compared to other business strategies or transactions that might be available to HAPC, nor did it address the underlying business decision of HAPC to proceed with the acquisition.

In preparing its opinion to the HAPC Board of Directors, BNY performed a variety of financial and comparative analyses, including those described below. The summary of BNY's analyses described below is not a complete description of the analyses underlying BNY's opinion. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to particular circumstances and, therefore, a fairness opinion is not readily susceptible to partial analysis or summary

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description. In arriving at its opinion, BNY made qualitative judgments as to the significance and relevance of each analysis and factor that it considered. BNY arrived at its ultimate opinion based on the results of all analyses undertaken by it and assessed as a whole and did not draw, in isolation, conclusions from or with regard to any one factor or method of analysis. Accordingly, BNY believes that its analyses must be considered as a whole and that selecting portions of its analyses and factors or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying its analyses and opinion.

In its analyses, BNY considered industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of InfuSystem. No company, transaction or business used in BNY's analyses as a comparison is identical to InfuSystem or the acquisition, and an evaluation of the results of those analyses is not entirely mathematical. Rather, the analyses involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the acquisition, public trading or other values of the companies, business segments or transactions analyzed. The estimates contained in BNY's analyses and the ranges of valuations resulting from any particular analysis are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by the analyses. The estimates contained in BNY's analysis were used for valuation purposes only and stockholders should not place undue reliance upon the estimates. In addition, analyses relating to the value of businesses or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold. Accordingly, the estimates used in, and the results derived from, BNY's analyses are inherently subject to substantial uncertainty.

BNY's opinion and financial analyses were only one of many factors considered by the HAPC Board of Directors in its evaluation of the acquisition and should not be viewed as determinative of the views of HAPC with respect to the decision by HAPC to pursue the acquisition or the consideration to be paid by HAPC in connection with acquisition.

The following is a summary of the material financial analyses presented to the HAPC board in connection with BNY's opinion dated September 29, 2006:

The financial analyses summarized below include information presented in tabular format. In order to fully understand BNY's financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data in the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of BNY's financial analyses.

Discounted Cash Flow Analysis

BNY calculated the estimated present value of the stand-alone, unlevered, after-tax free cash flows that InfuSystem could generate over calendar years 2007 through 2010 based on internal estimates developed by HAPC and provided to or discussed with BNY.

The projections assumed annual revenue growth and operating and earnings margins substantially consistent with InfuSystem's performance over the past several years. The projections were developed by HAPC management and provided to BNY for use in its analysis. InfuSystem's actual annual revenue growth during the period from 2001 to 2005 varied from -1% to 49%. HAPC assumed annual revenue growth rates for InfuSystem for the period from 2007 to 2010 that varied from 15% to 20%. InfuSystem's actual annual gross profit margins during the period from 2001 to 2005 varied from 69% to 73%. HAPC assumed annual gross profit margins for InfuSystem for the period from 2007 to 2010 that varied from 73% to 75%. InfuSystem's actual annual operating profit margins during the period from 2001 to 2005 varied from 15% to 28%. HAPC assumed annual operating profit margins for InfuSystem for the period from 2007 to 2010 that varied from 26% to 36%. While HAPC believes the assumptions underlying these projections were reasonable, there is no assurance that InfuSystem will obtain the results contemplated by these projections. Factors that may impact InfuSystem's ability to do so include those outlined under "Risk Factors" contained in this proxy statement.

A range of estimated terminal values for InfuSystem was calculated by multiplying InfuSystem's calendar year 2010 estimated earnings before net interest, income taxes, depreciation and amortization, commonly referred to as EBITDA, by selected multiples ranging from 8.0x to 9.0x. The multiple range was based on the trading multiples of selected comparable companies. The estimated after-tax free cash flows and terminal values were then discounted to present value using discount rates of 13% to 15%. This analysis indicated the following total enterprise value range for InfuSystem as compared to the total enterprise value of the consideration to be paid in accordance with the acquisition:

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Implied Total Enterprise

Total Enterprise

Value Range

Value of Consideration to be Paid

\$157.0 \$185.0 million

\$140.0 million

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BNY then performed two sensitivity analyses by discounting the projected stand-alone, unlevered, after-tax free cash flows by 15% annually over calendar years 2007 through 2010 and 30% annually over calendar years 2007 through 2010. Like the scenario above, a range of estimated terminal values for InfuSystem was calculated by multiplying InfuSystem's calendar year 2010 estimated earnings before net interest, income taxes, depreciation and amortization, commonly referred to as EBITDA, by selected multiples ranging from 8.0x to 9.0x. The estimated after-tax free cash flows and terminal values were then discounted to present value using discount rates of 13% to 15%. These two sensitivity analyses indicated the following total enterprise value range for InfuSystem as compared to the total enterprise value of the consideration to be paid in accordance with the acquisition:

Implied Total Enterprise	Total Enterprise
Value Range after 15% Discount	Value of Consideration to be Paid
\$133.0 \$157.0 million	\$140.0 million

Implied Total Enterprise	Total Enterprise
Value Range after 30% Discount	Value of Consideration to be Paid
\$110.0 \$130.0 million	\$140.0 million

The implied total enterprise value range for the financial projections is higher than the value of consideration to be paid. The two ranges of enterprise values from the sensitivity analyses illustrate the relative valuation of the business as a result of a 15% and 30% decrease in cash flow. The value of consideration to be paid was within the range of implied value in the 15% discount analysis and above the range of implied value in the 30% discount analysis. The Board of Directors of HAPC believes that the multiples and discount rates used by BNY in its discounted cash flow analysis were reasonable.

Selected Companies Analysis

Comparable companies were identified based on a search of U.S. publicly-traded companies using primary and secondary home health care services SIC code 8082. BNY deemed the following five selected publicly held companies in the home healthcare industry to be comparable based on a review of each company's business and financial performance and reviewed their market values and trading multiples:

Company	TEV	LTM Revenue	LTM EBITDA
	(\$Millions)	(\$Millions) ¹	(\$Millions) ¹
Amedisys, Inc.	\$ 686.9	\$ 491.2	\$ 66.2
Apria Healthcare Group Inc.	\$ 1,391.7	\$ 1,471.4	\$ 277.4
Gentiva Health Services, Inc.	\$ 744.3	\$ 968.9	\$ 59.7
Lincare Holdings Inc.	\$ 3,525.9	\$ 1,330.0	\$ 45.3
Option Care Inc.	\$ 524.5	\$ 571.2	\$ 36.5
InfuSystem, Inc.		\$ 30.5	\$ 14.4

¹ As of June 30, 2006

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BNY compared enterprise values, calculated as equity value plus debt, less cash and cash equivalents, as a multiple of the latest 12 months and estimated calendar years 2006 and 2007 EBITDA. BNY applied ranges of selected multiples described above for the selected companies to corresponding financial data of InfuSystem based on internal estimates developed by HAPC. BNY then applied a 40% discount to the implied TEV due to InfuSystem's non-public securities, smaller size, product concentration and dependence on existing reimbursement regime and a 20.9% premium due to the contemplated change in control resulting in a net discount of 19.1%. The 20.9% premium is the median control premium for health services transactions in the second quarter of 2006. All multiples were based on closing stock prices on September 28, 2006. Financial data for the selected companies was based on publicly available research analysts' estimates, public filings and other publicly available information. Financial data for InfuSystem was based on internal estimates developed by HAPC. This analysis indicated the following total enterprise value range for InfuSystem, as compared to the total enterprise value of the consideration to be paid in accordance with the Proposed Transaction:

<i>Implied Total Enterprise</i>	<i>Total Enterprise</i>
<i>Value Range</i>	<i>Value of Consideration to be Paid</i>
\$99.0 - \$121.0 million	\$140.0 million

Selected Acquisitions Analysis

BNY reviewed the transaction value multiples in the following four selected transactions in the home healthcare industry:

Company	Company	TEV	LTM Revenue	LTM EBITDA
		(\$Millions)	(\$Millions) ¹	(\$Millions) ¹
Gentiva Health Services	The Healthfield Group	\$ 455.0	\$ 269.0	\$ 42.5
Amedisys, Inc.	Housecall Medical Resources	\$ 116.6	\$ 103.0	\$ 9.9
National Senior Care	Mariner Health Care	\$ 1,027.6	\$ 1,701.0	\$ 81.3
Critical Care Systems International	Critical Care Systems	\$ 185.7	\$ 107.1	\$ 12.0
	InfuSystem, Inc.		\$ 30.5	\$ 14.4

BNY compared, among other things, enterprise values in the selected transactions as multiples of the latest 12 months EBITDA. BNY then applied a range of selected multiples derived from the selected transactions to corresponding financial

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data of InfuSystem. Multiples for the selected transactions were based on publicly available financial information at the time of announcement of the relevant transaction. Financial data for InfuSystem was based on internal estimates developed by HAPC. This analysis indicated the following implied total enterprise value range for InfuSystem, as compared to the total enterprise value of the consideration to be paid in accordance with the Proposed Transaction:

Implied Total Enterprise	Total Enterprise
Value Range	Value of Consideration to be Paid
\$158.0 \$187.0 million	\$140.0 million

Miscellaneous

BNY is a nationally recognized investment banking firm and has been retained by the Board of Directors of HAPC to determine if the consideration to be paid by HAPC in the acquisition is fair, from a financial point of view, to HAPC. Under the terms of its engagement letter, BNY provided HAPC a financial opinion in connection with the acquisition, and HAPC agreed to pay BNY a fee for its services, which was not contingent on either BNY rendering a favorable opinion on or successful completion of the acquisition. In addition, HAPC has agreed to indemnify BNY for certain liabilities that may arise out of the rendering of the Opinion. BNY is a wholly owned subsidiary of The Bank of New York Company, Inc. In the ordinary course of business, members of The Bank of New York group of companies may from time to time trade in the securities of InfuSystem or its affiliates for their own account, accounts under their management and for the accounts of their customers and, accordingly, may at any time hold a long or short position in such securities.

The acquisition consideration was determined through arms -length negotiations between InfuSystem, I-Flow and HAPC and was approved by the HAPC Board of Directors and the I-Flow Board of Directors. BNY did not recommend any specific amount of consideration to the HAPC Board of Directors or that any specific amount of consideration constituted the only appropriate consideration for the acquisition.

BNY, as part of its customary investment banking practice, is continually engaged in the valuation of businesses and their securities in connection with acquisitions and acquisitions, competitive biddings, corporate and other purposes. BNY acted as financial advisor to HAPC in connection with the acquisition for the purpose of providing the fairness opinion and received a fee of \$250,000 plus reimbursement of approximately \$25,000 in expenses incurred in connection with the engagement. BNY did not provide any other financial advisor services. The fee received by BNY was not contingent on the consummation of the acquisition or the conclusions expressed in the opinion. HAPC also agreed to indemnify BNY against certain liabilities incurred in connection with its services.

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PROPOSAL 2

THE STOCK INCENTIVE PLAN PROPOSAL

Background

HAPC is seeking your approval of the adoption of the HAPC 2007 Stock Incentive Plan (the "Plan") providing for the issuance of a maximum of 2,000,000 shares of common stock in connection with the grant of options and/or other stock-based or stock-denominated awards. The closing bid price of a share of HAPC common stock on November 30, was \$5.60.

The HAPC Board of Directors believes that attracting, retaining and rewarding directors, officers, other employees and persons who provide services to HAPC and its subsidiaries and enabling such persons to acquire or increase a proprietary interest in HAPC has been and will continue to be essential to HAPC's growth and success. The Plan will enable HAPC to implement a compensation program with different types of incentives for motivating such individuals and encouraging them to give HAPC long-term, excellent service.

On November 8, 2006, the HAPC Board of Directors unanimously approved the Plan and recommended that the Plan be submitted to the stockholders for approval at the annual meeting. If approved by the stockholders at the annual meeting, the Plan will become effective as of the closing of the acquisition. A copy of the Plan is attached as Annex B.

Reasons for Shareholder Approval

The HAPC Board of Directors seeks shareholder approval of the Plan as a matter of good corporate governance practices.

The HAPC Board of Directors also seeks to preserve HAPC's ability to claim tax deductions for compensation paid, to the greatest extent practicable. Section 162(m) of the Internal Revenue Code limits the deductions a publicly held company can claim for compensation in excess of \$1 million in a given year paid to the chief executive officer and the four other most highly compensated executive officers serving on the last day of the fiscal year (generally referred to as the "named executive officers"). Performance-based compensation that meets certain requirements is not counted against the \$1 million deductibility cap, and therefore remains fully deductible. HAPC is seeking stockholder approval of the Plan in order to meet a key requirement for certain awards to qualify as "performance-based" under Code Section 162(m).

In addition, stockholder approval will permit designated stock options to qualify as incentive stock options under the Internal Revenue Code. Such qualification can give the holder of the options more favorable tax treatment, as explained below.

The approval of the Plan will not affect HAPC's ability to make stock-based or cash-based awards outside of the Plan to the extent consistent with applicable law and stock exchange rules.

Potential Dilution

The aggregate number of shares of common stock ("Shares") that may be issued under the Plan will not exceed 2,000,000, subject to adjustment as discussed below.

Repricing

As to any award granted as an option to purchase Shares or an appreciation right payable in Shares, the HAPC Board of Directors is authorized to subsequently reduce the applicable exercise price relating to such award, or take such other action as may be considered a repricing of such award under generally accepted accounting principles.

Accounting Treatment of Awards under the Plan

HAPC has adopted Statement of Financial Accounting Standards No. 123 Revised (FAS 123R) as its method of accounting for stock-based compensation plans. FAS 123R provides a method by which the fair value of awards granted under the Plan, including stock options, can be calculated and reflected in HAPC's financial statements. Although accounting standards may change over time, the HAPC Board of Directors expects that any standard HAPC may use in the foreseeable future will provide a reasonable method for valuing awards and reflecting such value as an expense in HAPC's financial statements.

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Description of the Plan

The following is a brief description of the material features of the Plan. This description is qualified in its entirety by reference to the full text of the Plan, a copy of which is attached to this proxy statement as Annex B.

Administration

The HAPC Board of Directors will have the authority to select award recipients, determine the type, size and other terms and condition of the award, and make all other decisions and determinations as may be required under the terms of the Plan or as the HAPC Board may deem necessary or advisable for the administration of the Plan. The HAPC Board of Directors will have the authority to delegate any or all of its authority to the extent such delegation is consistent with applicable law.

Eligibility

Officers, employees, directors (including outside directors), and other persons who provide services to HAPC and its subsidiaries are eligible to be selected as award recipients.

Type of Awards

The HAPC Board of Directors is authorized to grant awards payable in either Shares or cash, including options to purchase Shares, restricted Shares, stock appreciation rights, Share units, performance units and dividend equivalents. These awards may be granted as a bonus, or in lieu of obligations of HAPC or any subsidiary to pay cash or grant other awards under other plans or compensatory arrangements.

Terms and Conditions of Awards

The HAPC Board of Directors will determine the size of each award to be granted (including, where applicable, the number of Shares to which an award will relate), and all other terms and conditions of each award (including any exercise price, grant price, or purchase price, any restrictions or conditions relating to transferability, forfeiture, exercisability, or settlement of an award, and any schedule or performance conditions for the lapse of such restrictions or conditions, and accelerations or modifications of such restrictions or conditions).

Aggregate Limitation on Stock-Based Awards

The aggregate number of Shares that may be issued under the Plan during the life of the Plan will not exceed 2,000,000, subject to adjustment as discussed below. Shares issued that are reacquired by HAPC in connection with a forfeiture or other failure to satisfy performance conditions will not be treated as having been issued for purposes of this limit. Shares delivered under the Plan may be newly issued Shares, treasury Shares or Shares acquired on the market.

Per Participant Limitations

In any calendar year, no individual may be granted stock-based awards that relate to more than 500,000 Shares, or cash-based awards that can be settled for more than \$500,000.

Certain Performance-Based Awards

The HAPC Board of Directors may grant performance awards, which may be cash-denominated awards or stock-based awards. Generally, performance awards require satisfaction of pre-established performance goals, consisting of one or more business criteria and a targeted performance level with respect to such criteria as a condition of awards being granted, becoming exercisable or settleable, or as a condition to accelerating the timing of such events. Performance may be measured over a period of any length specified by the Board, up to 10 years. If so determined by the Board, in order to avoid the limitations on tax deductibility under Section 162(m) of the Code, the business criteria used by the Board in establishing performance goals applicable to performance awards to the named executive officers will be based on one or more of the

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following individual, corporate-wide or subsidiary, division or operating unit financial measures: (1) pre-tax or after-tax income; (2) pre-tax or after-tax operating income; (3) gross revenue; (4) profit margin; (5) stock price (including market capitalization); (6) cash flow(s); (7) market share; (8) pre-tax or after-tax earnings per share; (9) pre-tax or after-tax operating earnings per share; (10) expenses; (11) return on equity; and (12) strategic business criteria, consisting of one or more objectives based on meeting specified revenue, market penetration, geographic business expansion goals, cost targets, goals relating to acquisitions or divestitures, clinical goals, distribution and development goals, sales force goals and strategic alliance goals. Each such goal may be expressed on an absolute and/or relative basis, may be based on or otherwise employ comparisons based on current internal targets and/or the past performance of HAPC (including the performance of one or more subsidiaries, divisions and/or operating units), and in the case of earnings-based measures, may use or employ comparisons relating to capital (including, but not limited to, the cost of capital), shareholders' equity and/or shares outstanding, or to assets or net assets.

Adjustments

In the event of any change in the outstanding Shares by reason of any Share dividend or split, reorganization, recapitalization, merger, amalgamation, consolidation, spin-off, combination or exchange of Shares, repurchase, liquidation, dissolution or other corporate exchange, any large, special and non-recurring dividend or distribution to stockholders, or other similar corporate transaction, the HAPC Board shall make such substitution or adjustment as is equitable and appropriate in order to preserve, without enlarging, the rights of participants, as to (i) the number and kind of Shares which may be delivered pursuant to awards, (ii) the number and kind of Shares subject to or deliverable in respect of outstanding awards, and (iii) the exercise price, grant price or purchase price relating to any award. In addition, the HAPC Board shall make such equitable and appropriate adjustments in the terms and conditions of, and the criteria included in, awards (including cancellation of awards in exchange for the intrinsic (i.e., in-the-money) value, if any, of the vested portion thereof, substitution of awards using securities or other obligations of a successor or other entity, acceleration of the expiration date for awards, or adjustment to performance goals in respect of awards) in recognition of unusual or nonrecurring events (including events described in the preceding sentence, as well as acquisitions and dispositions of businesses and assets) affecting HAPC, any subsidiary or any business unit, or the financial statements of HAPC or any subsidiary, or in response to changes in applicable laws, regulations, or accounting principles. Notwithstanding the foregoing, if any such event will result in the acquisition of all or substantially all of HAPC's outstanding Shares, then if the document governing such acquisition (e.g., merger agreement) specifies the treatment of outstanding awards, such treatment shall govern without the need for any action by the Board.

Amendment, Termination

The HAPC Board of Directors may amend, suspend, discontinue, or terminate the Plan or the HAPC Board's authority to grant awards under the plan without shareholder approval, except as required by law or regulation. Unless earlier terminated, the Plan will terminate ten years after its approval by shareholders.

Federal Income Tax Implications of The Plan

The Federal income tax consequences arising with respect to awards granted under the Plan will depend on the type of the award. From the recipients' standpoint, as a general rule, ordinary income will be recognized at the time of payment of cash, or delivery of actual Shares. Future appreciation on Shares held beyond the ordinary income recognition event will be taxable at capital gains rates when the Shares are sold. HAPC, as a general rule, will be entitled to a tax deduction that corresponds in time and amount to the ordinary income recognized by the recipient, and HAPC will not be entitled to any tax deduction in respect of capital gain income recognized by the recipient. Exceptions to these general rules may arise under the following circumstances: (i) if Shares, when delivered, are subject to a substantial risk of forfeiture by reason of failure to satisfy an employment or performance-related condition, ordinary income taxation and HAPC's tax deduction will be delayed until the risk of forfeiture lapses (unless the recipient makes a special election to ignore the risk of forfeiture); (ii) if an employee is granted an option that qualifies as an incentive stock option, no ordinary income will be recognized, and HAPC will not be entitled to any tax deduction, if Shares acquired upon exercise of such option are held more than the longer of one year from the date of exercise and two years from the date of grant; (iii) HAPC will not be entitled to a tax deduction for compensation attributable to awards granted to one of its named executive officers, if and to the extent such compensation does not qualify as performance-based compensation under Code Section 162(m), and such compensation, along with any other non-performance-based compensation paid in the same calendar year, exceeds \$1 million, and (iv) an award may be taxable at 20 percentage points above ordinary income tax rates at the time it becomes vested, even if that is prior to the delivery of the cash or Stock in settlement of the award, if the award constitutes deferred compensation under Code Section 409A, and the requirements of Code Section 409A are not satisfied. The foregoing provides only a general description of the application of federal income tax laws to certain awards under the Plan. This discussion is intended for the information of shareholders.

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considering how to vote at the annual meeting and not as tax guidance to participants in the Plan, as the consequences may vary with the types of awards made, the identity of the recipients and the method of payment or settlement. The summary does not address the effects of other federal taxes (including possible golden parachute excise taxes) or taxes imposed under state, local, or foreign tax laws.

New Plan Benefits Under the Plan

See Directors and Management of HAPC, INC. Following the Acquisition of InfuSystem, Inc. Employment Agreements for a description of certain stock and stock option grants to be made to Steven Watkins, Janet Skonieczny and Tony Norkus under the terms of an employment agreement to be entered into at the closing.

Awards under the Plan generally will be granted in the discretion of the HAPC Board. Therefore, the type, number, recipients, and other terms of other awards cannot be determined at this time.

Required Vote

To be approved by the stockholders, the proposal to approve the adoption of the HAPC 2007 Stock Incentive Plan must receive the affirmative vote of a majority of the shares of HAPC common stock issued and outstanding as of the Record Date that are present in person or by proxy at the annual meeting. Abstentions are treated as shares present or represented and entitled to vote at the annual meeting and will have the same effect as a vote against this proposal. Broker non-votes are not deemed to be present and represented and are not entitled to vote, and, therefore, will have no effect on the outcome of this proposal. A failure to vote by not returning a signed proxy will have no effect on the outcome of the proposal.

Recommendation

The HAPC Board of Directors believes that it is in the best interests of, and fair to, HAPC and its stockholders that the stockholders approve the HAPC 2007 Stock Incentive Plan.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR THIS PROPOSAL 2 TO ADOPT THE HAPC 2007 STOCK INCENTIVE PLAN.

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PROPOSAL 3

AMENDMENT TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION PROPOSAL

Background

HAPC is seeking your approval to authorize the HAPC Board of Directors, to amend HAPC's amended and restated certificate of incorporation to change its name from HAPC, INC. to InfuSystem Holdings, Inc.

The name change is being undertaken as a result of, and in conjunction with, the acquisition of InfuSystem, Inc.

This proposal to amend HAPC's amended and restated certificate of incorporation is conditioned upon and subject to the approval of the acquisition proposal.

Proposal

Under the proposed amendment, Article First of HAPC's amended and restated certificate of incorporation would be amended as follows:

FIRST: The name of the corporation is InfuSystem Holdings, Inc. (hereinafter sometimes referred to as the Corporation).

Required Vote

To be approved by the stockholders, the proposal to amend the amended and restated certificate of incorporation must receive the affirmative vote of a majority of the shares of HAPC common stock issued and outstanding as of the Record Date. Abstentions are treated as shares present or represented and entitled to vote at the annual meeting and will have the same effect as a vote against this proposal. Broker non-votes are not deemed to be present and represented and are not entitled to vote, and, therefore, will have no effect on the outcome of this proposal. A failure to vote by not returning a signed proxy will have no impact on the proposal.

Recommendation

The HAPC Board of Directors believes that it is in the best interests of HAPC that the stockholders approve the proposal to authorize the HAPC Board of Directors, in its discretion, to amend HAPC's amended and restated certificate of incorporation.

THE BOARD OF DIRECTORS RECOMMENDS THAT THE STOCKHOLDERS OF HAPC VOTE FOR THIS PROPOSAL 3 TO AUTHORIZE THE BOARD OF DIRECTORS, IN ITS DISCRETION, TO AMEND HAPC'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION TO CHANGE OUR NAME TO INFUSYSTEM HOLDINGS, INC.

Table of Contents**PROPOSAL 4****ELECTION OF DIRECTORS**

Five directors are to be elected by a plurality of the votes of the shares of HAPC's common stock present in person or by proxy at the Annual Meeting to serve until the 2008 annual stockholders meeting and until their successors shall be duly elected and qualified.

Background

The table set forth below lists the names and ages of each of the nominees and the position and offices that each nominee currently holds with HAPC.

Name	Age	Position
Sean McDevitt	43	Chairman of the Board
John Voris	59	Chief Executive Officer and Director
Pat LaVecchia	40	Secretary and Director
Jean Pierre Millon	56	Director
Wayne Yetter	61	Director

Business Experience of Nominees

The business experience of the nominees for election to the Board of Directors of HAPC may be found under the heading Directors and Management of HAPC, INC. Following the Acquisition of InfuSystem, Inc.

Director Independence

The Board of Directors of HAPC affirmatively determined the independence of each director and nominee for election as a director in accordance with the elements of independence set forth in the Nasdaq listing standards. Based upon information solicited from each nominee, the Board of Directors of HAPC has determined that Jean Pierre Millon and Wayne Yetter have no material relationship with HAPC (either directly or as a partner, stockholder or officer of an organization that has a relationship with HAPC) and are independent within the meaning of Nasdaq's director independence standards and Audit Committee independence standards, as currently in effect. Sean McDevitt (Chairman of the Board), John Voris (Chief Executive Officer) and Pat LaVecchia (Secretary) are not considered independent in accordance with Nasdaq's requirements.

Required Vote

In order to be elected to the Board of Directors of HAPC, each nominee must receive a plurality of the votes of the shares of HAPC's common stock present in person or represented by proxy at the Annual Meeting. Stockholders may only vote for or withhold their votes for the election of the nominees to the Board of Directors. Votes that are withheld and broker non-votes, if any, will be counted for purposes of determining the presence or absence of a quorum, but will have no effect on the election of directors.

Recommendation

THE BOARD OF DIRECTORS RECOMMENDS THAT THE STOCKHOLDERS OF HAPC VOTE FOR THIS PROPOSAL 4 TO ELECT SEAN MCDEVITT, JOHN VORIS, PAT LAVECCHIA, JEAN PIERRE MILLION AND WAYNE YETTER AS MEMBERS OF THE BOARD OF DIRECTORS TO SERVE UNTIL THE 2008 ANNUAL STOCKHOLDERS MEETING AND UNTIL THEIR SUCCESSORS ARE DULY ELECTED AND QUALIFIED.

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PROPOSAL 5

RATIFICATION OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Proposal

The Audit Committee and the Board of Directors has selected Deloitte & Touche LLP as its independent registered public accounting firm to audit the financial statements of HAPC for the fiscal year ending December 31, 2007. The Board of Directors is submitting the appointment of Deloitte & Touche LLP to the stockholders for ratification as a matter of good corporate practice.

The ratification of the appointment of Deloitte & Touche LLP as HAPC's independent registered public accounting firm for the fiscal year ending December 31, 2007 will require the affirmative vote of the majority of the shares of HAPC's common stock issued and outstanding as of the Record Date that are present in person or by proxy at the Annual Meeting.

In the event that the stockholders fail to ratify the appointment, the Audit Committee will reconsider its selection of audit firms, but may decide not to change its selection. Even if the appointment is ratified, the Audit Committee may appoint a different independent registered public accounting firm at any time if it determines that such a change would be in HAPC's stockholders best interest.

Representatives of Deloitte & Touche LLP are not expected to be present at the Annual Meeting.

Background

Deloitte & Touche LLP served as HAPC's independent registered public accounting firm for the fiscal year ended December 31, 2006.

Miller, Ellin and Company, LLP served as HAPC's independent registered public accounting firm for the fiscal year ended December 31, 2005. Effective as of October 23, 2006, the Audit Committee of HAPC engaged Deloitte & Touche LLP as its independent registered public accounting firm to audit HAPC's financial statements for its fiscal year ended December 31, 2006. The Audit Committee approved the appointment of Deloitte & Touche LLP to replace Miller, Ellin and Company, LLP, HAPC's previous independent registered public accounting firm, who was dismissed on October 23, 2006.

The reports of Miller, Ellin and Company, LLP on HAPC's balance sheets as of December 31, 2005 and April 18, 2006 and the related statements of operations, stockholders' equity (deficit) and cash flows for the periods from August 15, 2005 (inception) to December 31, 2005, from January 1, 2006 to April 18, 2006, and from August 15, 2005 (inception) to April 18, 2006, did not contain an adverse opinion or a disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope or accounting principle.

During the periods from August 15, 2005 (inception) through December 31, 2005 and from January 1, 2006 through April 18, 2006, there were no disagreements with Miller, Ellin and Company, LLP on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to the satisfaction of Miller, Ellin and Company, LLP, would have caused them to make reference to the subject matter of the disagreement in connection with their reports on HAPC's balance sheets as of December 31, 2005 and April 18, 2006 and the related statements of operations, stockholders' equity (deficit) and cash flows for the periods from August 15, 2005 (inception) to December 31, 2005, from January 1, 2006 to April 18, 2006, and from August 15, 2005 (inception) to April 18, 2006. During the periods from August 15, 2005 (inception) through December 31, 2005, from January 1, 2006 through April 18, 2006 and for the subsequent interim period from April 19, 2006 through October 23, 2006, there were no reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

HAPC furnished a copy of the above disclosures to Miller, Ellin and Company, LLP and requested that Miller, Ellin and Company, LLP furnish it with a letter addressed to the U.S. Securities and Exchange Commission stating whether or not it agreed with the above statements. A copy of such letter, dated October 27, 2006, was filed as Exhibit 16.1 to HAPC's Current Report on Form 8-K on October 27, 2006.

Prior to the engagement of Deloitte & Touche LLP, neither HAPC nor anyone on behalf of HAPC consulted with Deloitte & Touche LLP during the periods from August 15, 2005 (inception) through December 31, 2005, from January 1, 2006 through April 18, 2006 and for the subsequent interim period from April 19, 2006 through October 23, 2006, in any

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manner regarding: (a) either the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on HAPC's financial statements, and neither was a written report provided to HAPC nor was oral advice provided that Deloitte & Touche LLP concluded was an important factor considered by HAPC in reaching a decision as to the accounting, auditing, or financial reporting issue, or (B) the subject of either a disagreement or a reportable event, as defined in Item 304(a)(1)(iv) and (v), respectively, of Regulation S-K.

Principal Accountants Fees and Services

The following presents aggregate fees billed to HAPC for the fiscal years ended December 31, 2006 and December 31, 2005 by Deloitte & Touche LLP, HAPC's independent registered public accounting firm and Miller, Ellin and Company, LLP HAPC's former independent registered public accounting firm and outside accountants.

Audit Fees

There were \$269,800 in audit fees billed by Deloitte & Touche LLP for the fiscal year ended December 31, 2006. These fees were for professional services rendered for audits of annual consolidated financial statements and for reviews of HAPC's quarterly reports on Form 10-Q and proxy statement. There were no audit fees billed by Deloitte & Touche LLP for the fiscal year ended December 31, 2005.

There were \$71,475 in audit fees billed by Miller, Ellin and Company, LLP for the fiscal year ended December 31, 2006. These fees were for professional services rendered for audits of annual consolidated financial statements and for reviews of HAPC's registration statement on Form S-1 and quarterly reports on Form 10-Q. There were no audit fees billed by Miller, Ellin and Company, LLP for the fiscal year ended December 31, 2005.

Audit Related Fees

There were no audit related fees billed by Deloitte & Touche LLP or Miller, Ellin and Company, LLP for the fiscal years ended December 31, 2006 and December 31, 2005.

Tax Fees

There were no tax fees billed by Deloitte & Touche LLP for the fiscal years ended December 31, 2006 and December 31, 2005. There were \$2,100 in tax fees billed by Miller, Ellin and Company, LLP for the fiscal year ended Decembe