
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

Blaize Holdings

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

Riaz Karamali
Pillsbury Winthrop Shaw Pittman LLP, 2550 Hanover Street
Palo Alto, CA, 94304
(650) 233-4052

Lane M. Bess
1928 Sunset Harbor Drive,
Miami Beach, FL, 33139
(650) 233-4052

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

07/07/2026

(Date of Event Which Requires Filing of This Statement)

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

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

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
Lane Bess
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 OO
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 UNITED STATES
Sole Voting Power

7 185,234.00
Number of Shares Beneficially Owned by Each Reporting Person With:

8 Shared Voting Power
14,836,751.00
Sole Dispositive Power

9 185,234.00
Shared Dispositive Power

10 14,836,751.00
Aggregate amount beneficially owned by each reporting person

11 15,021,985.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12
Percent of class represented by amount in Row (11)

13 10.4 %
Type of Reporting Person (See Instructions)

14 IN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
Bess Ventures & Advisory, LLC
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 OO
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization
 6
 FLORIDA
 Sole Voting Power
 7
 Number of Shares Beneficially Owned by Each Reporting Person 0.00
 Shared Voting Power
 8
 14,446,783.00
 Sole Dispositive Power
 9
 0.00
 With: Shared Dispositive Power
 10
 14,446,783.00
 Aggregate amount beneficially owned by each reporting person
 11
 14,446,783.00
 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
 12

 Percent of class represented by amount in Row (11)
 13
 10.0 %
 Type of Reporting Person (See Instructions)
 14
 OO

Comment for Type of Reporting Person: Limited Liability Company

SCHEDULE 13D

CUSIP No.

Name of reporting person
 1
 Destin Huang Irrevocable Trust Dated October 19, 2021
 Check the appropriate box if a member of a Group (See Instructions)
 2
 (a)
 (b)
 3
 SEC use only
 Source of funds (See Instructions)
 4
 OO
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
 5

 Citizenship or place of organization
 6
 FLORIDA
 Number of Shares Beneficially Owned by Each Reporting Person 0.00
 Sole Voting Power
 7
 Shared Voting Power
 8
 389,968.00
 With: Sole Dispositive Power
 9

0.00

Shared Dispositive Power

10

389,968.00

Aggregate amount beneficially owned by each reporting person

11

389,968.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12



Percent of class represented by amount in Row (11)

13

0.3 %

Type of Reporting Person (See Instructions)

14

OO

Comment for Type of Reporting Person: Trust

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Common Stock, par value \$0.0001 per share

Name of Issuer:

(b)

Blaize Holdings

Address of Issuer's Principal Executive Offices:

(c)

4659 Golden Foothill Parkway, Suite 206, El Dorado Hills, CALIFORNIA , 95762.

Item 2. Identity and Background

(a) Lane Bess Bess Ventures and Advisory, LLC Destin Huang Irrevocable Trust Dated October 19, 2021

(b) The principal office and business address of Mr. Bess and Bess Ventures is 1928 Sunset Harbor Drive, Miami Beach, FL 33139 The address of the Trust is 255 Alhambra Circle, Ste 333, Coral Gables, FL 33134

Mr. Bess is the managing member and owner of Bess Ventures. Mr. Bess is the Investment Fiduciary of the Trust.

(c) Each of Mr. Bess and Bess Ventures is primarily engaged in the business of investing in securities. The Trust is primarily engaged in the business of trust administration.

During the last five years, none of the Reporting Persons have been convicted in any criminal proceedings (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(d)

During the last five years, none of the Reporting Persons have been convicted in any criminal proceedings (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(e)

United States

(f)

Item 3. Source and Amount of Funds or Other Consideration

All of the shares of the Issuer's Common Stock (the "Common Stock") reported herein as beneficially owned by the Reporting Persons (other than the Sponsor Stock and the Debtor Collateral Stock, each as defined below), were acquired pursuant to an Agreement and Plan of Merger, dated as of December 22, 2023 (as amended on April 22, 2024, October 24, 2024 and November 21, 2024, the "Business Combination Agreement"), by and among BurTech Acquisition Corp., a Delaware corporation ("BurTech"), BurTech Merger Sub Inc., a Delaware corporation and a direct, wholly owned subsidiary of BurTech, Blaize, Inc., a Delaware corporation ("Blaize"), and for the limited purposes set forth therein, Burkhan Capital LLC, a Delaware limited liability company and affiliate of BurTech. The transactions contemplated by the Business Combination Agreement (the "Business Combination") closed on January 13, 2025 (the "Closing"). Pursuant to the terms of the Business Combination Agreement, immediately prior to the Closing, (i) each share of Blaize Series D-2 Shadow Preferred Stock of Blaize (the "Series D-2 Shadow Preferred Stock") converted to Blaize common stock and (ii) holders of Blaize common stock received approximately 0.78

shares of Common Stock for each share of Blaize common stock held by them at such time, subject to certain limitations. Immediately prior to the Closing on January 13, 2025, (i) Bess Ventures held 4,167,698 shares of Series D-2 Shadow Preferred Stock and 5,500,000 shares of common stock of Blaize and (ii) the Trust held 500,000 shares of common stock of Blaize (collectively, the "Existing Blaize Stock"). Upon the Closing, the Existing Blaize Stock was collectively converted into the right to receive 9,336,751 shares of Common Stock. Immediately prior to the Closing, stock options held by Mr. Bess and exercisable for 237,500 shares of common stock of Blaize at a price of \$0.92 per share were converted into options exercisable within the next 60 days for 185,234 shares of Common Stock at a price of \$1.18 per share. 1,500,000 shares of Sponsor Stock were acquired as consideration in connection with Bess Notes (as defined below), pursuant to which Bess Ventures loaned \$25,000,000 to the Sponsor (as defined below) to facilitate the Closing. The Sponsor Stock is beneficially owned by Bess Ventures as of the date that the Letter Agreement Lock-Up Terms (as defined below), which restrict formal transfer of the Sponsor Stock from the Sponsor to Bess Ventures, were within 60 days of their automatic expiry. The Sponsor defaulted on the Bess Notes. On May 8, 2026, 3,500,000 shares (inclusive of Sponsor Stock) of Debtor Collateral Stock underlying the Bess Notes were foreclosed upon as described in the Foreclosure Notice (as defined below). As a result, an additional 2,000,000 shares of Debtor Collateral Stock are beneficially owned by Bess Ventures as of the date set forth in the Foreclosure Notice. On July 7, 2026, the Company issued 2,000,000 shares of Common Stock to Bess Ventures pursuant to the Settlement Agreement (as defined below). As a result, an additional 2,000,000 shares of Common Stock are beneficially owned by Bess Ventures as of the date of the Settlement Agreement. Other than the foreclosure on the Debtor Collateral Stock and the issuance of stock pursuant to the Settlement Agreement described above, there have been no transactions effected by the Reporting Persons in the past sixty days with respect to the securities of the Issuer.

Item 4. Purpose of Transaction

The Reporting Persons acquired the securities of the Issuer for investment purposes. Reporting Persons or their affiliates may purchase additional securities or dispose of securities in varying amounts and at varying times depending upon Reporting Persons' continuing assessments of pertinent factors, including the availability of shares of Common Stock or other securities for purchase at particular price levels, the business prospects of the Issuer, other business investment opportunities, economic conditions, stock market conditions, money market conditions, the attitudes and actions of the board of directors (the "Board") and management of the Issuer, the availability and nature of opportunities to dispose of shares of the Issuer and other plans and requirements of the particular entities. The Reporting Persons may discuss items of mutual interest with the Issuer, which could include items in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Depending upon their assessments of the above factors, the Reporting Persons or their affiliates may change their present intentions as stated above and they may assess whether to make suggestions to the management of the Issuer regarding financing, and whether to acquire additional securities of the Issuer, including shares of Common Stock (by means of open market purchases, privately negotiated purchases, or otherwise) or to dispose of some or all of the securities of the Issuer, including shares of Common Stock, under their control. The Reporting Persons or their affiliates may seek to acquire other securities of the Issuer, including other equity, debt, notes or other financial instruments related to the Issuer or the Common Stock (which may include rights or securities exercisable or convertible into securities of the Issuer), and/or sell or otherwise dispose of some or all of such Issuer securities or financial instruments (which may include distributing some or all of such securities to such Reporting Person's respective partners or beneficiaries, as applicable) from time to time, in each case, in open market or private transactions, block sales or otherwise. Any transaction that any of the Reporting Persons or their affiliates may pursue may be made at any time and from time to time without prior notice and will depend on a variety of factors, including, without limitation, the price and availability of the Issuer's securities or other financial instruments, the Reporting Persons' or such affiliates' trading and investment strategies, subsequent developments affecting the Issuer, the Issuer's business and the Issuer's prospects, other investment and business opportunities available to such Reporting Persons and their affiliates, general industry and economic conditions, the securities markets in general, tax considerations and other factors deemed relevant by such Reporting Persons and such affiliates. The Reporting Persons intend to review their investment in the Issuer on an ongoing basis and, in the course of their review, may take actions (including through their affiliates) with respect to their investment or the Issuer, including communicating from time to time with the Board, members of management, other securityholders of the Issuer, or other third parties, advisors, such as legal, financial, regulatory, or other advisors, to assist in the review and evaluation of strategic alternatives. Such discussions and other actions may relate to various alternative courses of action, including, without limitation, those related to an extraordinary corporate transaction (including, but not limited to a merger, reorganization or liquidation) involving the Issuer or any of its subsidiaries; a sale or transfer of a material portion of the assets of the Issuer or any of its subsidiaries or the acquisition of material assets; the formation of joint ventures or other strategic alliances with the Issuer or any of its subsidiaries; changes in the present business, operations, strategy, future plans or prospects of the Issuer, financial or governance matters; changes to the Board or management of the Issuer; changes to the capitalization, ownership structure, dividend policy, business or corporate structure or governance documents of the Issuer; de-listing or de-registration of the Issuer's securities; or any action similar to the foregoing. Such discussions and actions may be exploratory in nature, and not rise to the level of a plan or proposal. Mr. Bess serves as Chairman of the Board and, in such capacity, may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Except as described in this Schedule 13D, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although, subject to the agreements described herein, the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence management of the Issuer or the Board with respect to the business and affairs of the

Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer or other persons.

Item 5. Interest in Securities of the Issuer

(a) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference. The Reporting Persons' aggregate percentage of beneficial ownership is approximately 10.4% of the outstanding shares of the Common Stock. Calculations of the percentage of the shares of Common Stock beneficially owned is based on 142,778,075 shares of Common Stock outstanding as of July 7, 2026 (before giving effect to the issuance of 2,000,000 shares of Common Stock to Bess Ventures). Following the Closing, Mr. Bess expects to receive customary grants of equity for his service as Chairman of the Board of the Issuer, payable in the form of stock options or restricted stock units.

(b) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference. The Reporting Persons' aggregate percentage of beneficial ownership is approximately 10.4% of the outstanding shares of the Common Stock. Calculations of the percentage of the shares of Common Stock beneficially owned is based on 142,778,075 shares of Common Stock outstanding as of July 7, 2026 (before giving effect to the issuance of 2,000,000 shares to Bess Ventures). Mr. Bess may be deemed to have beneficial ownership of 15,021,985 shares of Common Stock, which consists of (1) 14,446,783 shares of Common Stock held of record by Bess Ventures, (2) 389,968 shares of Common Stock held of record by the Trust, and (3) 185,234 shares of Common Stock underlying stock options that are currently exercisable. Bess Ventures may be deemed to have beneficial ownership of 14,446,783 shares of Common Stock. The Trust may be deemed to have beneficial ownership of 389,968 shares of Common Stock. Each of the Reporting Persons expressly disclaims beneficial ownership of all of the shares of Common Stock included in this Schedule 13D, other than the shares of Common Stock held of record by such Reporting Person, and the filing of this Schedule 13D shall not be construed as an admission that any such person is, for the purposes of sections 13(d) or 13(g) of the Exchange Act of 1934, as amended, the beneficial owner of any securities covered by this Schedule 13D.

(c) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. Lane Bess was involved in the Business Combination as a member of the board of directors of Blaize, which approved the Business Combination and as the manager of Bess Ventures, who owned equity interests in Blaize and voted in support of the Business Combination. Except as set forth in this Schedule 13D, none of the Reporting Persons have engaged in any transaction with respect to the Common Stock during the sixty days prior to the date of filing of this Schedule 13D.

(d) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons, is known to have the right to receive, or the power to direct the receipt of, dividends from, or proceeds from the sale of, the shares of Common Stock reported herein as beneficially owned by the Reporting Persons.

(e) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. Not applicable.

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

The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. Registration Rights Agreement Upon the Closing, Mr. Bess and Bess Ventures entered into an Amended and Restated Registration Rights Agreement ("the "Registration Rights Agreement") by and among (i) the Issuer (formerly known as BurTech Acquisition Corp.), (ii) BurTech LP LLC (the "Sponsor"), (iii) certain equityholders of Blaize, including Mr. Bess and Bess Ventures, (iv) EF Hutton, Division of Benchmark Investments, LLC, (v) Burkhan Capital LLC and (vi) affiliates and nominees of Burkhan Capital LLC. Pursuant to the Registration Rights Agreement, the Issuer agreed to register for resale certain shares of the Issuer's Common Stock and other equity securities of the Issuer. Additionally, the Registration Rights Agreement provides for customary "demand" and "piggyback" registration rights for certain stockholders, including Mr. Bess and Bess Ventures. Lock-Up Agreements Upon the Closing, the Issuer entered into lock-up agreements (the "Lock-up Agreements") with Mr. Bess and Bess Ventures, in each case, restricting the transfer of Common Stock and any shares of Issuer Common Stock issuable upon the exercise or settlement, as applicable, of options to purchase the Issuer's Common Stock or RSUs held by it immediately after the effective time of the Business Combination from and after the Closing. The restrictions under the Lock-up Agreements began at the Closing and end on the date that is 180 days after the Closing, or upon the earlier of (x) the last reported sale price of Common Stock reaching \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing and (y) the liquidation of the Issuer. Blaize Support Agreement On December 22, 2023, Mr. Bess and Bess Ventures entered into a Stockholder Support Agreement (the "Blaize Support Agreement"), by and among BurTech, Blaize, Mr. Bess and Bess Ventures and certain other equityholders of Blaize (together with Mr. Bess and Bess Ventures, the "Blaize Equityholders"). Under the Blaize Support Agreement, the Blaize Equityholders agreed to vote or cause to be voted or to execute and deliver a written consent with respect to the Blaize equity interests held by the Blaize Equityholders adopting the Business Combination Agreement and approving the Business Combination. The Blaize Support Agreement terminated in connection with the Closing. Promissory Notes Bess Ventures is a party to the promissory note agreement, dated as of January 19, 2024 (the "Bess Promissory Note"), pursuant to which the Sponsor borrowed an aggregate principal amount of \$13,000,000 from Bess Ventures in exchange for 500,000 shares of BurTech Class A Common Stock (such shares due to Bess Ventures, the "Sponsor Stock"). An additional 500,000 shares of Sponsor Stock would be owed to Bess Ventures if there was an event of default under the Bess Promissory Note. Bess Ventures is a party to the promissory note agreement, dated as of January 2, 2025 (the "2025 Bess

Promissory Note", and, together with the Bess Promissory Note, the "Bess Notes"), pursuant to which the Sponsor borrowed an additional aggregate principal amount of \$12,000,000 from Bess Ventures in exchange for an additional 500,000 shares of Sponsor Stock. Upon the Closing, the Sponsor Stock was converted into Common Stock. The Sponsor Stock was subject to lock-up restrictions, including those set forth in that certain letter agreement, dated December 10, 2021, by and among BurTech, certain of its officers and directors, the Sponsor and certain other BurTech stockholders party thereto (the "2021 Letter Agreement"). Under the 2021 Letter Agreement, the Sponsor Stock cannot be transferred until the date that is 6 months after the Closing, or upon the earlier of (x) the last reported sale price of Common Stock reaching \$12.00 per share for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing and (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property (the foregoing terms, collectively, the "Letter Agreement Lock-Up Terms"). Under the Bess Notes, the Sponsor agreed to use commercially reasonable efforts to seek release of the Sponsor Stock from the Letter Agreement Lock-Up Terms. In the event the Sponsor Stock cannot be released from the Letter Agreement Lock-Up Terms, the Sponsor agreed to transfer the Sponsor Stock to Bess Ventures following the expiration of the Letter Agreement Lock-Up Terms. The obligations due under the Bess Promissory Note are secured by the Security Agreement, dated as of January 19, 2024 (the "Bess Security Agreement"), pursuant to which the Sponsor has granted a security interest in all of Sponsor's right, title and interest in and to the personal property and assets, whether now owned or hereafter acquired, set forth in Exhibit A thereto. In addition, Bess Ventures, the Sponsor and Blaize entered into a Letter Agreement, dated as of February 15, 2024 (the "Letter Agreement"), pursuant to which Blaize acknowledged and agreed to the grant of security and the obligations set forth in the Bess Security Agreement and other related loan documents, and further agreed to comply with certain instructions and procedures as set forth therein. In addition, the obligations due under the 2025 Bess Promissory Note are secured by the Security Agreement, dated as of January 2, 2025 (the "2025 Bess Security Agreement"), pursuant to which the Sponsor has granted a security interest in all of Sponsor's right, title and interest in and to the personal property and assets, whether now owned or hereafter acquired, set forth in Exhibit A thereto, including 2,500,000 shares of Common Stock (of which 500,000 are shares of Sponsor Stock) (the "2025 Collateral Stock"). In addition, the obligations under the Bess Notes are guaranteed by Burkhan LLC, an affiliate of the Sponsor (the "Guarantor"), under the Guaranty, Pledge and Repayment Agreement dated as of January 2, 2025 by and between Burkhan LLC and Bess Ventures (the "Guaranty Agreement") pursuant to which the Guarantor has granted a security interest in all of Guarantor's right, title and interest in and to the personal property and assets, whether now owned or hereafter acquired, set forth in Exhibit A thereto, including 2,000,000 shares of Common Stock. The Sponsor defaulted on the repayment terms in connection with the Bess Promissory Note, the Bess Security Agreement and the Letter Agreement as a result of its failure to make a timely repayment of the outstanding balance that was due on March 31, 2024. On September 16, 2024, Bess Ventures and the Sponsor entered into a Forbearance Agreement (the "Forbearance Agreement"), in connection with which Bess Ventures agreed to forbear from the exercise of its remedies under the Bess Promissory Note, the Bess Security Agreement and the related loan documents until the earlier of (i) January 6, 2025 or (ii) the date that is 45 days following the Closing Date. On January 2, 2025, Bess Ventures and the Sponsor entered into a Second Forbearance Agreement and Omnibus Amendment (the "Second Forbearance Agreement"), pursuant to which Bess Ventures agreed to forbear from the exercise of its remedies under the Bess Promissory Note, the Bess Security Agreement and the related loan documents until February 5, 2025, or earlier upon a forbearance termination event, and the Sponsor granted a security interest in all of Sponsor's right, title and interest in and to the personal property and assets, whether now owned or hereafter acquired, set forth in Exhibit A thereto, including 3,000,000 shares of Common Stock as to the collateral underlying the Bess Security Agreement (of which 1,000,000 are shares of Sponsor Stock). Such stock, together with the 2025 Collateral Stock, totaling 3,500,000 shares (including 1,500,000 shares of Sponsor Stock), is referred to herein as the "Debtor Collateral Stock". As of May 8, 2026, the Sponsor had defaulted on the Bess Notes. On May 8, 2026, Bess Ventures foreclosed on the 3,500,000 shares of Debtor Collateral Stock (inclusive of any Sponsor Stock) pursuant to its remedies under the Uniform Commercial Code on the terms described in a notice of private disposition of collateral (the "Foreclosure Notice") with respect to the Bess Notes. As of the date hereof, the beneficial ownership figures set forth in this Schedule 13D (as amended) reflect 3,500,000 shares of Debtor Collateral Stock (inclusive of any Sponsor Stock), but do not reflect any remaining shares of Common Stock pledged for the benefit of Bess Ventures pursuant to the Second Forbearance Agreement or the Guaranty Agreement. On July 7, 2026, Bess Ventures entered into a settlement agreement (the "Settlement Agreement") with the Company in regards to a dispute concerning the custody of the Debtor Collateral Stock. Pursuant to the Settlement Agreement, the Company issued 2,000,000 shares of Common Stock to Bess Ventures. Earnout Pursuant to the Business Combination Agreement, Eligible Company Holders (as defined in the Business Combination Agreement), including Mr. Bess and Bess Ventures, are entitled to up to 15 million shares of Common Stock in the aggregate (the "Earnout Shares") upon the occurrence of certain triggering events linked to the trading price of the Common Stock after the Closing. In the event the triggering events occur, Earnout Shares will be distributed to Eligible Company Holders in proportion to such Eligible Company Holders pro rata share of Blaize common stock immediately prior to the Closing. Company employees and non-employee directors who are entitled to receive earnout shares are required to provide service through the date the target is achieved and if an individual departs, the forfeited earnout shares are re-allocated among the pool of remaining eligible employees. Accordingly, the ultimate number of earnout shares is subject to adjustment from time to time in the event of forfeitures by employees of the Company, which add to the reporting person's earnout shares. The information disclosed in this Item 6, including the foregoing descriptions of the Business Combination Agreement, the Bess Promissory Note, the Bess Security Agreement, the Letter Agreement, the Forbearance Agreement, the 2025 Bess Promissory Note, the 2025 Bess Security Agreement, the Guaranty Agreement, the Second Forbearance Agreement, the Blaize Support Agreement, the Lock-Up Agreements, the Registration Rights Agreement, the

Foreclosure Notice, the Settlement Agreement and the transactions contemplated thereby, do not purport to be complete and are subject to, and qualified in its entirety by, the full text of such agreements, copies of which are attached hereto as Exhibits 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 and incorporated herein by reference in their entirety.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Joint Filing Agreement by and among the Reporting Persons (incorporated by reference to Exhibit 1 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 2 Agreement and Plan of Merger, dated as of December 22, 2023, by and among BurTech Acquisition Corp., BurTech Merger Sub Inc., Blaize, Inc. and Burkhan Capital LLC (for the limited purposes set forth therein) (incorporated by reference to Annex A to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)). Exhibit 3 Promissory note agreement, dated as of January 19, 2024, by and between the Sponsor and Bess Ventures (incorporated by reference to Exhibit 3 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 4 Security Agreement entered into as of January 19, 2024, by and among the Sponsor and Bess Ventures (incorporated by reference to Exhibit 4 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 5 Letter Agreement of Blaize dated February 15, 2024, acknowledged, consented and agreed to by the Sponsor and Bess Ventures (incorporated by reference to Exhibit 5 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 6 Forbearance Agreement entered into as of September 16, 2024, by and between the Sponsor and Bess Ventures (incorporated by reference to Exhibit 6 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 7 Promissory note agreement, dated as of January 2, 2025, by and between the Sponsor and Bess Ventures (incorporated by reference to Exhibit 7 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 8 Security Agreement entered into as of January 2, 2025, by and among the Sponsor and Bess Ventures (incorporated by reference to Exhibit 8 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 9 Guaranty, Pledge and Repayment Agreement dated January 2, 2025, by and between Burkhan LLC and Bess Ventures (incorporated by reference to Exhibit 9 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 10 Second Forbearance Agreement and Omnibus Amendment dated January 2, 2025, by and between the Sponsor and Bess Ventures (incorporated by reference to Exhibit 10 from the Reporting Persons' 13D filed on January 20, 2025). Exhibit 11 Stockholder Support Agreement by and among BurTech, Blaize, Mr. Bess and Bess Ventures and certain other equityholders of Blaize (incorporated by reference to Annex F to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)) Exhibit 12 Form of Lock-Up Agreement by and among the Issuer and the securityholders named therein (incorporated by reference to Annex I to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)). Exhibit 13 Form of Registration Rights Agreement, by and among the Issuer (formerly known as BurTech Acquisition Corp.), the Sponsor, certain equityholders of Blaize, EF Hutton, Division of Benchmark Investments, LLC, Burkhan Capital LLC and affiliates and nominees of Burkhan Capital LLC (incorporated by reference to Annex H to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)) Exhibit 14 Notice of Private Disposition of Collateral dated May 8, 2026 (incorporated by reference to Exhibit 14 from the Reporting Persons' 13D/A filed on May 12, 2026). Exhibit 15 Settlement Agreement by and among Bess Ventures and the Company dated July 7, 2026.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Lane Bess

Signature: /s/ Lane Bess

Name/Title: Lane Bess

Date: 07/09/2026

Bess Ventures & Advisory, LLC

Signature: /s/ Lane Bess

Name/Title: Lane Bess/Owner-Manager

Date: 07/09/2026

Destin Huang Irrevocable Trust Dated October 19, 2021

Signature: /s/ Donald A. Kress

Name/Title: Chairman of the Board

Date: 07/09/2026

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is entered into as of July 7, 2026, by and among Bess Ventures and Advisory LLC (“Bess”) and Blaize, Inc. (“Blaize”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. A dispute arose between the Parties concerning the Parties’ rights and obligations pursuant to a letter agreement, dated February 15, 2024, by and among Bess, Blaize, and Burtech LP LLC (the “Borrower,” and such letter agreement, the “Control Letter”).

B. On June 28, 2024, Bess delivered to Blaize a Notice of Exclusive Control pursuant to the Control Letter.

C. On February 26, 2026, Bess issued a letter to Blaize identifying what Bess believed to be breaches of the Control Letter, thereby causing harm to Bess, including a significant reduction in Collateral (as defined in that certain Security Agreement, dated as of January 19, 2024, by and among the Borrower and Bess) as a result of transactions in connection with that certain Securities Transfer Agreement, dated January 13, 2025, by and among the Borrower and the other parties thereto. Blaize disagrees with Bess’ assertions and refers to the Parties’ disagreement herein as the “Dispute.”

D. The Parties desire to resolve the Dispute, without any admission of liability or fault by any Party.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **TRANSFER OF SHARES**

1.1 **Transfer**. Blaize shall cause 2,000,000 (two million) shares of common stock in Blaize to be issued to Bess, free and clear of any liens, restriction on transfer, right of first refusal, option to purchase, proxy, voting trust or voting agreement, adverse claim, or other encumbrances (other than restrictions on transfer generally arising under federal and state securities laws) and deposited in such account designated on Exhibit A, on or before July 6, 2026, in consideration for this Agreement (the “Transfer”).

1.2 **Tax Treatment**. The Parties make no representation and provide no guarantee regarding the proper tax treatment of the transactions contemplated by this Agreement or the Transfer. Each recipient and payor shall be solely responsible for the payment of any federal, state, local, or other taxes, including any interest and penalties assessed thereon, associated with any payment or compensation.

2. RELEASE OF CLAIMS

2.1 Release by Blaize. Blaize and its direct and indirect parents, subsidiaries, affiliates, predecessors, shareholders, principals, officers, directors, board members, employees, owners, members, partners, managers, representatives, clients, attorneys, agents, successors, and assigns, hereby unconditionally and irrevocably releases, discharges, acquits, and forgives Bess and its direct and indirect parents, subsidiaries, affiliates, predecessors, shareholders, principals, officers, directors, board members, employees, owners, members, partners, managers, representatives, clients, attorneys, agents, successors, and assigns, past, present, and future, from any and all actions, causes of action, suits, debts, liabilities, contracts, obligations, controversies, judgments, executions, claims, and demands, both in law and equity, whether asserted or unasserted, whether known or unknown, by reason of any matter or act whatsoever, from the beginning of time through the date of this Agreement, arising out of or related to the Dispute, the Control Letter, the Notice of Exclusive Control, and the Securities Transfer Agreement.

2.2 Release by Bess. Bess and its direct and indirect parents, subsidiaries, affiliates, predecessors, shareholders, principals, officers, directors, board members, employees, owners, members, partners, managers, representatives, clients, attorneys, agents, successors, and assigns, hereby unconditionally and irrevocably releases, discharges, acquits, and forgives Blaize and its parents, subsidiaries, affiliates, predecessors, shareholders, principals, officers, directors, board members, employees, owners, members, partners, managers, representatives, clients, attorneys, agents, successors, and assigns, past, present, and future, from any and all actions, causes of action, suits, debts, liabilities, contracts, obligations, controversies, judgments, executions, claims, and demands, both in law and equity, whether asserted or unasserted, whether known or unknown, by reason of any matter or act whatsoever, from the beginning of time through the date of this Agreement, arising out of or related to the Dispute, the Control Letter, the Notice of Exclusive Control, and the Securities Transfer Agreement.

2.3 Waiver of Unknown Claims. Each Party acknowledges that it may discover facts different from or in addition to those which it now knows or believes to be true with respect to the subject matter of the releases granted herein. Each Party agrees that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding such different or additional facts.

2.4 Representation Regarding Transfer of Claims. Each Party represents and warrants that it has not assigned, transferred, or hypothecated to any person or entity any claim or cause of action released hereunder.

2.5 Enforcement Carveout. The releases set forth in this Section 2 do not apply to claims arising from a breach of this Agreement.

3. CONDITIONS PRECEDENT

3.1 Conditions Precedent. This Agreement shall only become effective as of the date when all of the following conditions have been satisfied (the "Effective Date"):

(a) this Agreement has been duly executed and delivered by all Parties; and

(b) Bess has received the 2,000,000 (two million) shares referenced above.

3.2 Termination. If this Agreement has not become effective on or before July 6, 2026, in accordance with this Section 3, it shall automatically terminate and be of no force and effect.

4. NO ADMISSION OF WRONGDOING

4.1 No Admission. Nothing contained in this Agreement, nor the fact that any Party has signed it, shall be considered or deemed to be an admission on the part of any Party of any wrongdoing, or any violation or breach of any law, statute, ordinance, rule, or order.

4.2 No Prevailing Party. The Parties agree that, by virtue of entering into this Agreement, none of the Parties shall be deemed a prevailing party for any purpose.

5. CONFIDENTIALITY; NON-DISPARAGEMENT

5.1 Non-Disclosure. Except as permitted by Section 5.2, the Parties shall not disclose (a) this Agreement or its terms, (b) communications relating to this Agreement, (c) the fact of a settlement, or (d) the facts, circumstances, and communications among the Parties relating to the Dispute (collectively, the "Confidential Settlement Information") to any person or entity that is not a Party, and will not, directly or indirectly, make or encourage to be made, any public announcement (via print media, television, the Internet, or otherwise) regarding this Agreement or any related matters or issues. Notwithstanding the foregoing, the Parties may disclose the existence of this Agreement to the court as reasonably necessary to effectuate the dismissals contemplated herein.

5.2 Permitted Disclosures. Notwithstanding Section 5.1, nothing contained in this Agreement prohibits any Party from disclosing Confidential Settlement Information:

(a) to its accountants, auditors, insurance agents, insurance companies or adjusters, financial advisors and attorneys, provided such persons are informed of this confidentiality requirement;

(b) to its officers, directors, and employees in the regular course of business, provided they are informed of this confidentiality requirement;

(c) to state and federal taxing authorities, securities regulators, or other regulatory organizations or authorities;

(d) where disclosure is required in any judicial proceeding pursuant to any valid and enforceable court order;

(e) as required to respond to any valid subpoena, discovery request or other process from a court or a party in any litigation proceeding ("Production Demand"), provided that the disclosing Party provides the other Parties with prompt notice of such Production Demand so that the other Parties have a reasonable opportunity to move to quash or limit such Production Demand;

(f) to the extent reasonably necessary to fulfill the disclosing Party's obligations under this Agreement;

(g) as necessary to enforce this Agreement;

(h) in the case of Bess, to the extent reasonably necessary to administer, perform, enforce, or otherwise exercise its rights, remedies or obligations with respect to the Security Agreement (as defined in the Control Letter) and the other loan documents secured thereby or related thereto, and

(i) as reasonably necessary to consummate and administer the Transfer, subject to confidentiality obligations no less protective than those set forth herein.

5.3 Equitable Relief. The Parties agree that a breach of this Section 5 would cause irreparable harm for which monetary damages are an inadequate remedy, and that the non-breaching Party shall be entitled to injunctive relief without the necessity of posting a bond.

(a) Non-Disparagement. None of the Parties shall, directly or indirectly, make any oral or written statement to any person or third party that disparages or places any other Party, any Releasee, or any of their respective representatives in a false or negative light. This Section does not prohibit any truthful response to a judicial or governmental inquiry or in response to litigation, does not require any Party to make any untruthful statement under oath, and does not require any Party to violate any law or regulatory requirement.

(b) Covenant Not to Sue. The Parties covenant, promise, and agree that they will not at any time file any legal action in connection with any of the released claims in Paragraphs 2.1 and 2.2 or other claims related to the Dispute, other than to enforce the terms of this Agreement or the Transfer. In the event that any of the Parties, or any of their agents, violates or fails to fulfill any of its duties or obligations under this paragraph, the Party prevailing in any legal action to enforce this covenant shall be entitled to recover reasonable attorneys' fees, expenses, and costs incurred in connection with such legal action.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Parties that:

6.1 Authority. It has the full power and authority to execute, deliver, and perform this Agreement, including without limitation to act with authority as the holder of the promissory notes described herein.

6.2 Authorization. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action on its part. No agreement, provision, corporate action, or law precludes the transactions described herein.

6.3 Binding Obligation. This Agreement constitutes a valid and binding obligation of such Party, enforceable against it in accordance with its terms.

6.4 No Conflict. The execution, delivery, and performance of this Agreement does not and will not conflict with or violate any law, regulation, order, judgment, or agreement binding upon such Party.

6.5 Independent Counsel; No Coercion. Such Party is represented by independent counsel (or has had the opportunity to consult independent counsel) for the negotiation of this Agreement, and this Agreement is entered into freely and without coercion.

6.6 No Assignment, Lien or Encumbrance. Each Party represents they have not assigned, hypothecated, transferred, or otherwise encumbered its respective interests described herein, and that no liens exist with respect to its respective interests.

7. GENERAL PROVISIONS

7.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, executors, administrators, personal representatives, and heirs. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of all other Parties.

7.2 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, warranties, commitments, offers, term sheets, contracts, and writings, whether written or oral, with respect to such subject matter.

7.3 Amendments. This Agreement may not be altered, modified, or supplemented except in a writing signed by the Parties.

7.4 Notices. Notices under this Agreement shall be provided by electronic mail to the addresses set forth below.

To Bess:

Bess Ventures and Advisory, LLC
1928 Sunset Harbour Drive
Miami Beach, FL 33139

Copy to: Timothy Brugh, Pillsbury Winthrop Shaw Pittman LLP
timothy.brugh@pillsburylaw.com

To Blaize:

Blaize, Inc.
4659 Golden Foothill Parkway, Suite 206
El Dorado Hills, CA 95762

Copy to: Ryan Lynch (Latham & Watkins LLP) (ryan.lynch@lw.com); Ziyad Barghouthy (Latham & Watkins LLP) (z.barghouthy@lw.com)

7.5 Costs, Expenses, and Attorneys' Fees. Each Party shall bear its own costs, expenses, and attorneys' fees incurred in connection with the subject matter described herein, including, without limitation, the Dispute and this Agreement, irrespective of whether the transactions contemplated hereunder are consummated.

7.6 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7.7 Jurisdiction and Venue; Waiver of Jury Trial. The Parties agree that the exclusive jurisdiction and venue for any legal proceeding arising out of or relating to this Agreement shall be (i) the state courts of the State of New York located in New York County, or (ii) the United States District Court for the Southern District of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.8 Construction and Headings. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement, and this Agreement shall not be construed against any Party. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify, or otherwise modify or affect the terms and provisions of this Agreement.

7.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Transmission of an executed counterpart of this Agreement by email or other electronic means (including PDF) shall be effective as delivery of an executed counterpart.

7.11 Further Assurances. The Parties shall execute and deliver such additional documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement and to effectuate the dismissals and other actions contemplated hereby.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

BESS VENTURES AND ADVISORY, LLC

By: /s/ Lane Bess
Name: Lane Bess
Title: Owner-Manager

BLAIZE, INC.

By: /s/ Harminder Sehmi
Name: Harminder Sehmi
Title: Chief Financial Officer

EXHIBIT A
ACCOUNT INFORMATION

[to be attached]