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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): September 24, 2019

GIGCAPITAL, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38320
(Commission
File Number)

82-3027430
(IRS Employer
Identification No.)

2479 E. Bayshore Rd., Suite 200
Palo Alto, CA
(Address of Principal Executive Offices)

94303
(Zip Code)

(650) 276-7040
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	GIG	The NYSE Stock Market LLC
Warrants to receive one share of Common Stock	GIG.WS	The NYSE Stock Market LLC
Right to receive one-tenth of one share of Common Stock	GIGr	The NYSE Stock Market LLC
Units, each consisting of one share of Common Stock, one right and three-fourths of one warrant	GIG.U	The NYSE Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed in its Current Report on Form 8-K as filed with the Securities and Exchange Commission on February 26, 2019 (the "Current Report"), GigCapital, Inc., a Delaware corporation ("Buyer"), entered into a Stock Purchase Agreement on February 22, 2019 (the "Purchase Agreement"), by and among the Buyer, Kaleyra S.p.A., a company with shares formed under the laws of Italy (the "Company"), Shareholder Representative Services LLC, (the "Seller Representative") as representative for the holders (the "Company Stockholders") of the ordinary shares of the Company immediately prior to the closing of the Transaction (as defined below), and each of the following Company Stockholders of all of the Company Stock (collectively, such Company Stockholders, the "Sellers"): Esse Effe S.p.A, a company with shares formed under the laws of Italy, Maya Investments Limited, a company formed under the laws of England, Hong Kong Permanent Shine Limited, a company formed under the laws of Hong Kong, Ipai Terry Hsiao, Giacomo Dall'Aglio, Alex Milani, Luca Giardina Papa, Filippo Monastra, Matteo Castelucci, Kirk Tsai, Justyna Miziolek, Erjon Metko, Claudio Ippolito, Andrea Riccardi, and Francesco Vizzone. Pursuant to and in accordance with the terms of the Purchase Agreement, the Sellers will sell, transfer, assign, convey and deliver to the Buyer all of the Company Stock (the "Transaction"). Defined terms used but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement previously filed as Exhibit 2.1 to the Current Report.

On September 24, 2019, the Buyer, Company, Sellers, and the Seller Representative entered into Amendment No. 1 to the Purchase Agreement (the "Amendment") to extend the Outside Date for unilateral termination of the Purchase Agreement from September 30, 2019 to December 12, 2019 (the "Termination Date"). Except as expressly modified by the Amendment, the Purchase Agreement remains in full force and effect in all respects. This section describes the material provisions the Amendment but does not purport to describe all of its terms. The foregoing summary is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is attached as Exhibit 2.2 and is incorporated herein by reference.

The Purchase Agreement and the Amendment are included as an exhibit or incorporated by reference into this Current Report on Form 8-K in order to provide investors and security holders with material information regarding its terms and the Transaction. It is not intended to provide any other factual information about the Buyer, Company or the other parties to the Purchase Agreement or the Amendment. In particular, the assertions embodied in the representations and warranties by the Buyer and Company contained in the Purchase Agreement are qualified by information in the disclosure schedules provided by the Buyer and Company in connection with the signing of the Purchase Agreement. These disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Purchase Agreement. Moreover, certain representations and warranties in the Purchase Agreement were used for the purpose of allocating risk between the Buyer and Company, rather than establishing matters as facts. Accordingly, investors and security holders should not rely on the representations and warranties in the Purchase Agreement as characterizations of the actual state of facts about the Buyer or Company.

Item 8.01 Other Events.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K regarding the Amendment and the extension of the Termination Date is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit</u>	<u>Description</u>
2.1	Stock Purchase Agreement, dated as of February 22, 2019. (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K as filed with the SEC on February 26, 2019.)
2.2	Amendment No. 1 to Stock Purchase Agreement, dated as of September 24, 2019.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: September 24, 2019

By: /s/ Dr. Avi S. Katz

Name: Dr. Avi S. Katz

Title: Chief Executive Officer, President and Executive
Chairman of the GigCapital, Inc. Board

AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

This **AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT** (this “**Amendment**”) is dated as of September 24, 2019, by and among GigCapital, Inc., a Delaware corporation (“**Buyer**”), Kaleyra S.p.A., a company with shares formed under the laws of Italy (“**Company**”), the holders of Company Stock identified on Schedule I to the Agreement (as defined below) (the “**Sellers**”), and Shareholder Representative Services LLC, a Colorado limited liability company, as representative for the Company Stockholders (the “**Seller Representative**”). Buyer, Company and Sellers are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Parties previously entered into a Stock Purchase Agreement, dated as of February 22, 2019 (the “**Agreement**”);

WHEREAS, Section 11.8 of the Agreement provides in relevant part that the Agreement can be amended only by an instrument in writing signed by Buyer, Company, and to the extent such amendment, supplement, or modification affects any of the rights or obligations of the Seller Representative, the Seller Representative; and

WHEREAS, Buyer, Company, Sellers, and Seller Representative have agreed to amend the Agreement as provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I
AMENDMENTS TO AGREEMENT**

1.1. All references in the Agreement and this Amendment to the “Agreement” shall be deemed to mean the Agreement, as amended by this Amendment.

1.2. Subparagraph (b) of “Section 10.2 Unilateral Termination” of the Agreement is hereby amended and restated in its entirety to read as follows:

(b) Either Buyer or Sellers holding a majority of Company Stock, by giving written notice to the other, may terminate this Agreement if the Closing shall not have occurred by 11:59 p.m. in San Francisco, California on December 12, 2019 (the “**Outside Date**”); provided, however, that the right to terminate this Agreement pursuant to this Section 10.2(b) shall not be available to any Party whose breach of a representation or warranty or covenant made under this Agreement by such Party results in Closing not having occurred on or before such date.

ARTICLE II
MISCELLANEOUS

2.1. Effect of Amendment. Except as and to the extent expressly modified by this Amendment, the Agreement shall remain in full force and effect in all respects.

2.2. Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts, each of which shall be an original as regards any Party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all Parties reflected hereon as signatories.

2.3. Governing Law; Jurisdiction; Waiver of Jury Trial

(a) This Amendment and any claim, cause of action (in law or equity), controversy or dispute arising out of or related to this Amendment, any of the Transactions, the relationship of the Parties, and/or the interpretation, performance and enforcement of the rights and duties of the Parties, whether arising in contract, tort, statutory or otherwise, shall be governed by, and construed in accordance with, the laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute), in each case without giving effect to any conflicts-of-law or other principle that might require the application of the laws of any other jurisdiction.

(b) Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Amendment or for recognition and enforcement of any judgment in respect hereof brought by any other Party or its successors or assigns may be brought and determined by the Court of Chancery of the State of Delaware or if jurisdiction is not proper in such court, in Superior Court seated in New Castle County Delaware, or if jurisdiction is not proper in such court, a federal court sitting in Wilmington, Delaware (and in each case, any appellate courts thereof) and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Amendment and the transactions contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each of the Parties further agrees to accept service of process in any manner permitted by such court. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Amendment or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by Law, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Amendment, or the subject matter hereof, may not be enforced in or by such courts.

(c) EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of the date first above written.

BUYER:

GIGCAPITAL, INC.

By: /s/ Avi Katz
Name: Avi Katz
Title: Chairman & Chief Executive Officer

COMPANY:

KALEYRA S.P.A.

By: /s/ Dario Calogero
Name: Dario Calogero
Title: Chief Executive Officer

SELLER REPRESENTATIVE:

**SHAREHOLDER REPRESENTATIVE
SERVICES LLC**

By: _____
Name: Kimberly Angilly
Title: Director

SELLERS:

ESSE EFFE S.P.A.

By: /s/ Simone Fubini
Name: Simone Fubini
Title: Presidente del consiglio di amministrazione
Chairman of the Board

[Signature Page to Amendment No. 1 to Stock Purchase Agreement]

MAYA INVESTMENTS LIMITED

By: /s/ Eugenia Rotaru
Name: Eugenia Rotaru
Title: Director

IPAI TERRY HSIAO

By: _____
Name: Ipai Terry Hsiao

GIACOMO DALL'AGLIO

By: /s/ Giacomo Dall'Aglio
Name: Giacomo Dall'Aglio

ALEX MILANI

By: /s/ Alex Milani
Name: Alex Milani

LUCA GIARDINA PAPA

By: /s/ Luca Giardina Papa
Name: Luca Giardina Papa

HONG KONG PERMANENT SHINE LIMITED

By: _____
Name: Chi Sing Ho
Title: Authorized Signatory

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FILIPPO MONASTRA

By: /s/ Filippo Monastra
Name: Filippo Monastra

MATTEO CASTELUCCI

By: /s/ Matteo Castelucci
Name: Matteo Castelucci

KIRK TSAI

By: _____
Name: Kirk Tsai

JUSTYNA MIZIOLEK

By: /s/ Justyna Miziolek
Name: Justyna Miziolek

ERJON METKO

By: /s/ Erjon Metko
Name: Erjon Metko

CLAUDIO IPPOLITO

By: /s/ Claudio Ippolito
Name: Claudio Ippolito

[Signature Page to Amendment No. 1 to Stock Purchase Agreement]

ANDREA RICCARDI

By: /s/ Andrea Riccardi
Name: Andrea Riccardi

FRANCESCO VIZZONE

By: /s/ Francesco Vizzone
Name: Francesco Vizzone

[Signature Page to Amendment No. 1 to Stock Purchase Agreement]