

**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): October 21, 2021

GigCapital4, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

001-40031
(Commission
File Number)

85-4164597
(IRS Employer
Identification No.)

**1731 Embarcadero Rd., Suite 200
Palo Alto, CA 94303
(650) 276-7040**
(Address of principal executive offices, including Zip 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
Units, each consisting of one share of common stock, \$0.0001 par value, and one-third of one redeemable warrant	GIGGU	The Nasdaq Stock Market LLC
Common stock, \$0.0001 par value	GIG	The Nasdaq Stock Market LLC
Redeemable warrants, each full warrant exercisable for one share of common stock at an exercise price of \$11.50 per share	GIGGW	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Forward Share Purchase Agreement with Tenor

On October 21, 2021, GigCapital4, Inc., a Delaware corporation (“**GigCapital4**” or the “**Company**”) and Tenor Opportunity Master Fund Ltd. (“**Tenor**”) entered into a Forward Share Purchase Agreement (the “**Purchase Agreement**”), pursuant to which Tenor may elect to sell and transfer to the Company on the three month anniversary of the date of the closing of the Company’s business combination (the “**Business Combination**”) with BigBear.ai Holdings, LLC, a Delaware limited liability company (“**BigBear**”), and the Company will purchase up to 2,500,000 shares of common stock of GigCapital4, par value \$0.0001 per share, from Tenor (the “**Shares**”) consisting of (i) shares of common stock then held by Tenor and/or (ii) any additional shares of common stock that Tenor may acquire prior to the closing of GigCapital4’s Business Combination at a price of \$10.15 per share (the “**Shares Purchase Price**”). The date of the closing of the Business Combination is referred to as the “**Business Combination Closing Date**” and the date of the purchase by the Company of the Shares is referred to as the “**Shares Closing Date.**” In conjunction with the sale of the Shares, Tenor shall notify the Company and the Escrow Agent (as defined below) in writing five business days prior to the three-month anniversary of the date of the Business Combination Closing Date whether or not it is exercising its right to sell the Shares to the Company pursuant to the Purchase Agreement (the “**Shares Sale Notice**”). If Tenor fails to timely deliver the Shares Sale Notice in accordance with the immediately preceding sentence, Tenor shall be deemed to have forfeited its right to sell any Shares to the Company pursuant to the Purchase Agreement. If the Shares Sale Notice is timely delivered by Tenor to the Company and the Escrow Agent, the Company will purchase from Tenor the Shares held by Tenor on the Shares Closing Date. As of October 21, 2021, Tenor held 700,000 shares of common stock of the Company and could acquire up to an additional 1,800,000 shares of common stock.

In exchange for the Company’s commitment to purchase the Shares on the Shares Closing Date, Tenor agreed that they will not (i) request redemption of any of the Shares in conjunction with GigCapital4’s stockholders’ approval of the Business Combination, or (ii) tender the Shares to GigCapital4 in response to any redemption or tender offer that GigCapital4 may commence for its shares of common stock ((i) and (ii) collectively, the “**Restrictions**”); *provided that* (x) all of the Additional Investors (as defined below) shall be bound by a substantially similar restriction as the Restrictions in any agreements to be entered into with such other investors (the “**Additional Investors**”) for the purchase and sale of GigCapital4 common stock imposing restrictions on dispositions of GigCapital4 common stock (the “**Additional Investor Agreements**”); and (y) the Shares shall not represent more than twenty-five percent (25%) of the aggregate number of shares of common stock of GigCapital4 subject to the Restrictions (or a substantially similar restriction) pursuant to the Purchase Agreement and the Additional Investor Agreements (collectively, the “**Restricted Shares**”) (and in the event that there are fewer than an aggregate of 10,000,000 Restricted Shares, then the number of Shares subject to the Restrictions shall be reduced ratably such that the aggregate number of Shares subject to the Restrictions shall be no more than twenty-five percent (25%) of the total number of the then current Restricted Shares, unless otherwise mutually agreed upon in writing, with any additional Shares subject to the forward share purchase provision above such amount no longer subject to the Restrictions; *provided, further*, that for the avoidance of doubt, nothing in this paragraph is intended to, nor shall it limit the ability of Tenor to exercise its rights under the forward share purchase provision with respect to any number of Shares up to the maximum amount specified therein).

Tenor also agreed that it will not engage in any transactions involving any Short Sales involving any securities of GigCapital4 or the Company prior to the Shares Closing Date. “**Short Sales**” include, without limitation, all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Securities and Exchange Act of 1934 (the “**Exchange Act**”).

Notwithstanding anything to the contrary in the Purchase Agreement, commencing on the day after the date by which shares of common stock of GigCapital4 must be tendered for redemption in conjunction with GigCapital4’s

stockholders' approval of the Business Combination (the "**Redemption Date**"), Tenor may sell the Shares in the open market as long as the sales price exceeds \$10.00 per Share prior to payment of any commissions due by Tenor for such sale. If Tenor sells any Shares in the open market after the Redemption Date and prior to the one-month anniversary of the Business Combination Closing Date at a sales price per Share that is greater than \$10.05 (such sale, the "**Early Sale**" and such shares, the "**Early Sale Shares**"), then the Company shall pay to Tenor an amount equal to \$0.05 per Early Sale Share sold by Tenor (the "**Early Sale Premium**").

Simultaneously with the closing of the Business Combination, the Company will deposit into an escrow account with Continental Stock Transfer & Trust Company (the "**Escrow Agent**"), subject to the terms of an escrow agreement, an amount equal to the lesser of (i) \$25,375,000 and (ii) \$10.15 multiplied by the number of Shares held by Tenor as of the closing of the Business Combination. The Company's purchase of the Shares will be made with funds from the escrow account attributed to the Shares. In the event that Tenor sells any Shares as provided for above, it shall provide to the Company and the Escrow Agent within three business days of the sale (the "**Open Market Sale Notice**"), and the Escrow Agent shall release from the escrow account for the Company's use without restriction an amount equal to the pro rata portion of the escrow attributed to the Shares which Tenor has sold; *provided* that if Tenor sold any Early Sale Shares, then the Escrow Agent shall release from the escrow account (x) for Tenor's use without restriction an amount equal to the Early Sale Premium with respect to the Early Sale Shares sold by Tenor, and (y) for the Company's use without restriction an amount equal to the number of Early Sale Shares sold in the Early Sale multiplied by \$10.10. In the event that Tenor chooses not to sell to the Company any Shares that it owns as of the three-month anniversary of the Business Combination Closing Date, the Escrow Agent shall release all remaining funds from the escrow account for the Company's use without restriction.

Nothing in the Purchase Agreement prohibits or restricts Tenor with respect to the purchase from third parties prior to the Business Combination Closing Date of additional shares of common stock of GigCapital4, including shares that have previously been tendered by third parties for redemption in conjunction with GigCapital4's stockholders' approval of the Business Combination, to the extent such third parties unwind such tenders for redemption, or any warrants, convertible notes or options (including puts or calls) of GigCapital4; *provided*, the aggregate number of Shares (including any additional shares) owned by Tenor shall not exceed 2,500,000 shares of common stock of GigCapital4, unless otherwise agreed in writing by the parties.

GigCapital4 agreed not to provide the Additional Investors material terms in the Additional Investor Agreements that are more favorable to such Additional Investors than the terms provided to Tenor in the Purchase Agreement. In the event that GigCapital4 provides the Additional Investors with material terms in the Additional Investor Agreements that are more favorable than the terms provided to Tenor in the Purchase Agreement at any time prior to the Business Combination Closing Date, GigCapital4 shall promptly inform Tenor of such more favorable terms, and Tenor shall have the right to elect to have such more favorable terms included in the Purchase Agreement.

The Purchase Agreement contains customary representations, warranties and covenants from the parties. GigCapital4's obligation to consummate the transactions contemplated by the Purchase Agreement is subject to the consummation of the Business Combination.

GigCapital4 agreed to indemnify Tenor and its officers, directors, employees, agents and shareholders (collectively referred to as the "**Indemnitees**") against, and hold them harmless of and from, any and all loss, liability, cost, damage and expense, including without limitation, reasonable and documented out-of-pocket outside counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding, in each case, brought by a third party creditor of GigCapital4, the Company or any of their respective subsidiaries asserting that Tenor is not entitled to receive the aggregate Share Purchase Price or such portion thereof as it is entitled to receive pursuant to the Purchase Agreement, in each case unless such action, claim or proceeding is the result of the fraud, bad faith, willful misconduct or gross negligence of any Indemnitee.

The Purchase Agreement may be terminated: (i) by mutual written consent of GigCapital4 and Tenor; (ii) automatically if GigCapital4's stockholders fail to approve the Business Combination; and (iii) prior to the closing

of the Business Combination by Tenor if there occurs a Company Material Adverse Effect (as defined in that certain Agreement and Plan of Merger, dated as of June 4, 2021, by and among GigCapital4, BigBear, GigCapital4 Merger Sub Corporation and BBAI Ultimate Holdings, LLC (as amended, the “**Merger Agreement**”); *provided* that, solely for purposes of the Purchase Agreement (and not, for the avoidance of doubt, for purposes of the Merger Agreement), the failure of the counterparties to the Note Subscription Agreements (as defined in the Merger Agreement) to fund or cause the funding of 25% or greater of the aggregate amount of the Notes (as defined in the Merger Agreement) when required to do so pursuant to the terms of the Note Subscription Agreements shall constitute a Company Material Adverse Effect.

The foregoing description is only a summary of the Purchase Agreement and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 10.1 hereto and incorporated by reference herein. The Purchase Agreement is included as an exhibit to 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 GigCapital4 or Tenor. The representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of that agreement; are solely for the benefit of the parties to the Purchase Agreement; may have been made for the purposes of allocating contractual risk between the parties to the Purchase Agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the parties that differ from those applicable to investors. Security holders and investors should not rely on the representations, warranties or covenants or any description thereof as characterizations of the actual state of facts or condition of GigCapital4 or Tenor.

Forward-Looking Statements

Certain statements included in this Current Report on Form 8-K and the exhibits hereto that are not historical facts are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “should,” “would,” “plan,” “predict,” “potential,” “seem,” “seek,” “future,” “outlook,” and similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding GigCapital4’s and BigBear’s respective industries, future events, the proposed transactions between GigCapital4, GigCapital4 Merger Sub Corporation, BigBear and the BBAI Ultimate Holdings, LLC, the estimated or anticipated future results and benefits of the combined company following the proposed transactions, including the likelihood and ability of the parties to successfully consummate the proposed transactions, future opportunities for the combined company, and other statements that are not historical facts. These statements are based on various assumptions, whether or not identified herein, and on the current expectations of BigBear’s and GigCapital4’s management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of BigBear and GigCapital4. These forward-looking statements are subject to a number of risks and uncertainties, including changes in domestic and foreign business, market, financial, political, and legal conditions; the inability of the parties to successfully or timely consummate the proposed transactions, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed transactions or that the approval of GigCapital4’s stockholders is not obtained; failure to realize the anticipated benefits of the proposed transactions; risks relating to the uncertainty of the projected financial information with respect to BigBear; risks related to the rollout of BigBear’s business and the timing of expected business milestones; the effects of competition on BigBear’s future business; the amount of redemption requests made by GigCapital4’s public stockholders; the ability of GigCapital4 or the combined company to issue equity or equity-linked securities in connection with the proposed transactions or in the future, and those factors discussed in GigCapital4’s final prospectus dated February 8, 2021 and Annual Report on Form 10-K for the fiscal year ended December 31, 2020, in each case, under the heading “Risk Factors,” and other documents of GigCapital4 filed, or to be filed, with the SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that none of GigCapital4 or BigBear presently know or that GigCapital4 or BigBear currently believe are immaterial that could also cause actual

results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect GigCapital4's and BigBear's expectations, plans or forecasts of future events and views as of the date of this Current Report on Form 8-K. GigCapital4 and BigBear anticipate that subsequent events and developments will cause GigCapital4's and BigBear's assessments to change. However, while GigCapital4 and BigBear may elect to update these forward-looking statements at some point in the future, GigCapital4 and BigBear specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing GigCapital4's and BigBear's assessments as of any date subsequent to the date of this Current Report on Form 8-K. Accordingly, undue reliance should not be placed upon the forward-looking statements. Certain market data information in this Current Report on Form 8-K is based on the estimates of BigBear and GigCapital4 management. BigBear and GigCapital4 obtained the industry, market and competitive position data used throughout this Current Report on Form 8-K from internal estimates and research as well as from industry publications and research, surveys and studies conducted by third parties. BigBear and GigCapital4 believe their estimates to be accurate as of the date of this Current Report on Form 8-K. However, this information may prove to be inaccurate because of the method by which BigBear or GigCapital4 obtained some of the data for its estimates or because this information cannot always be verified due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process.

No Offer or Solicitation

This Current Report on Form 8-K shall neither constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation, or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information

The proposed Business Combination will be submitted to stockholders of GigCapital4 for their consideration and approval at a special meeting of stockholders. In connection with the proposed transactions, GigCapital4 intends to file a definitive proxy statement (the "**Proxy Statement**") with the Securities and Exchange Commission ("**SEC**") to be distributed to GigCapital4's stockholders in connection with GigCapital4's solicitation for proxies for the vote by GigCapital4's stockholders in connection with the proposed transactions and other matters as described in such Proxy Statement. After the Proxy Statement has been filed and declared effective, GigCapital4 will mail the Proxy Statement and other relevant documents to its stockholders as of the record date established for voting on the proposed transactions. **Investors and security holders of GigCapital4 are advised to read, when available, the preliminary Proxy Statement, and any amendments thereto, and the definitive Proxy Statement in connection with GigCapital4's solicitation of proxies for its special meeting of stockholders to be held to approve the proposed Business Combination because the Proxy Statement will contain important information about the proposed Business Combination and the parties to the proposed transaction. Stockholders will also be able to obtain copies of the Proxy Statement, without charge, once available, at the SEC's website at www.sec.gov.**

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

Participants in the Solicitation

GigCapital4 and BigBear and their respective directors, executive officers, other members of management, and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of GigCapital4's stockholders in connection with the proposed Business Combination. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of GigCapital4's stockholders in connection with the proposed Business Combination will be set forth in the Proxy Statement when it is filed with the SEC. **Investors and security holders may obtain more detailed information regarding the names and interests in the proposed transactions of GigCapital4's directors and officers in GigCapital4's filings with the SEC, including**

GigCapital4's final prospectus dated February 8, 2021 and Annual Report on Form 10-K for the fiscal year ended December 31, 2020, which was filed with the SEC on March 31, 2021, and such information will also be in the Proxy Statement to be filed with the SEC by GigCapital4 for the proposed transactions.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit</u>	<u>Description</u>
10.1	Forward Share Purchase Agreement, dated October 21, 2021, by and among GigCapital4, Inc. and Tenor Opportunity Master Fund, Ltd.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

Dated: October 22, 2021

By: /s/ Dr. Raluca Dinu
Name: Dr. Raluca Dinu
Title: President and Chief Executive Officer of
GigCapital4, Inc.

FORWARD SHARE PURCHASE AGREEMENT

This Forward Share Purchase Agreement (this “Agreement”) is entered into as of October 21, 2021, by and among (i) GigCapital4, Inc., a Delaware corporation (“GigCapital4”) and (ii) Tenor Opportunity Master Fund, Ltd. (“Investor”). Each of GigCapital4 and the Investor is individually referred to herein as a “Party” and collectively as the “Parties”.

Recitals

WHEREAS, GigCapital4 is a Private-to-Public Equity (PPE)TM company, also known as a blank check company or special purpose acquisition company, formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, GigCapital4 has entered into an agreement and plan of merger (as amended from time to time, the “Merger Agreement”) with BigBear.ai Holdings, LLC, a Delaware limited liability company (“BigBear”), pursuant to which a wholly-owned merger subsidiary of GigCapital4 will merge with and into BigBear, and then BigBear as the surviving company of that merger will merge with and into GigCapital4 (such transactions, the “Business Combination”), which will be renamed BigBear.ai Holdings, Inc. upon the consummation of that second merger (GigCapital4, as the post-combination company shall be referred to herein as the “Company”), and GigCapital4 has filed a preliminary proxy statement with the U.S. Securities and Exchange Commission (the “Commission”) that will seek, among other things, stockholder approval of the Business Combination; and

WHEREAS, the Parties wish to enter into this Agreement, pursuant to which the Company shall purchase from the Investor, and the Investor may sell and transfer to the Company, in each case, subject to the conditions set forth herein, certain shares of common stock, par value \$0.0001 per share of GigCapital4 held by the Investor (the “Shares”) on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

Agreement**1. Sale of Shares; Shares Purchase and Sale; Closing.**

(a) **Forward Share Purchase.** Subject to the conditions set forth in Section 4, on the three (3) month anniversary of the date of the closing of the Business Combination (the “Business Combination Closing Date”), the Investor may elect to sell and transfer to the Company, and the Company shall purchase from the Investor, up to that number of Shares (including any Additional Shares) that are then held by the Investor, and have been continuously held by the Investor since the Business Combination Closing Date, but not to exceed 2,500,000 Shares (including any Additional Shares) in the aggregate unless otherwise agreed in writing by the Parties, at a price per Share equal to \$10.15 per Share (the “Shares Purchase Price”). The Investor shall notify the Company and the Escrow Agent in writing five (5) Business Days (as defined below) prior to the three (3) month anniversary of the Business Combination Closing Date whether or not the Investor is exercising the Investor’s right to sell any of the Shares (including any Additional Shares) held by the Investor to the Company pursuant to this Agreement (each, a “Shares Sale Notice”). If the Investor fails to timely deliver a Shares Sales Notice in accordance with the immediately preceding sentence, the Investor shall be deemed to have forfeited its right to sell any Shares (including any Additional Shares) to the Company pursuant to this Agreement.

(b) **Shares Closing.** If a Shares Sale Notice is timely delivered by the Investor to the Company and the Escrow Agent, the closing of the sale of the Shares contemplated in the timely delivered Share Sales Notice (the “**Shares Closing**”) shall occur no later than the three (3) month anniversary of the Business Combination Closing Date (the “**Shares Closing Date**”). On the Shares Closing Date, the Investor shall deliver, or cause to be delivered, the Shares (including any Additional Shares) subject to the Shares Sale Notice free and clear of all liens and encumbrances to the Escrow Agent and, in exchange therefor, the Escrow Agent shall deliver to the Investor an amount equal to (i) the Shares Purchase Price multiplied by (ii) the number of Shares being sold by the Investor (the “**Investor Shares Purchase Price**”), which shall be paid by wire transfer of immediately available funds from the Escrow Account. The Escrow Agent shall, (i) without delay, release from the Escrow Account to the Investor on the Shares Closing Date, for the Investor’s use without restriction, an amount equal to the Investor Shares Purchase Price, and (ii) promptly deliver such sold Shares to the Company.

2. Representations and Warranties of the Investor. The Investor represents and warrants to GigCapital4 as follows, as of the date hereof:

(a) **Organization and Power.** The Investor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) **Authorization.** The Investor has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Investor will constitute the valid and legally binding obligation of the Investor enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors’ rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies (i) and (ii) collectively, the “**Enforceability Exceptions**”).

(c) **Governmental Consents and Filings.** No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Investor in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “**Transactions**”) other than disclosure reports regarding such transactions that the Investor is required to file in accordance with the terms of the Exchange Act (as defined below).

(d) **Compliance with Other Instruments.** The execution, delivery and performance by the Investor of this Agreement and the consummation by the Investor of the Transactions will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) of any provision of federal or state statute, rule or regulation applicable to it, in each case (other than clause (i)), which would have a material adverse effect on the Investor or its or their ability to consummate the Transactions.

(e) **Share-Holdings.** As of the date of this Agreement, the Investor holds 700,000 Shares.

(f) **Disclosure of Information.** The Investor has had an opportunity to discuss GigCapital4’s and the Company’s business, management and financial affairs, and the terms and conditions of this Agreement, as well as the terms of the Business Combination, with GigCapital4’s management.

(g) No Other Representations and Warranties; Non-Reliance. Except for the specific representations and warranties contained in this Section 2 and in any certificate or written agreement delivered pursuant hereto, neither the Investor or any person acting on behalf of the Investor nor any of the Investor's affiliates (collectively, the "Investor Parties") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Investor, and the Investor Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by GigCapital4 in Section 3 of this Agreement, in any certificate or written agreement delivered pursuant hereto and in any public filings, the Investor Parties specifically disclaim that they are relying upon any other representations or warranties that may have been made by the GigCapital4 Parties (as defined below).

3. Representations and Warranties of GigCapital4. GigCapital4 represents and warrants to the Investor as follows:

(a) Organization and Corporate Power. GigCapital4 is a corporation duly incorporated, validly existing and in good standing as a corporation under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. GigCapital4 has no subsidiaries other than the merger subsidiary referenced in the recitals hereto that was formed for the purpose of effecting the Business Combination.

(b) Authorization. All corporate action required to be taken by GigCapital4's Board of Directors in order to authorize GigCapital4 to enter into this Agreement has been taken. This Agreement, when executed and delivered by GigCapital4, shall constitute the valid and legally binding obligation of GigCapital4, enforceable against GigCapital4 in accordance with its term, subject to the effect of the Enforceability Exceptions.

(c) Disclosure. GigCapital4 has not disclosed to the Investor material non-public information with respect to GigCapital4 or the Business Combination, other than any such information that shall be publicly disclosed by GigCapital4 either by the issuance of a press release or the filing with the Commission a Current Report on Form 8-K, in each case, by 9:00 a.m., Eastern Time on the first Business Day immediately following the date that the Parties enter into this Agreement. Such public disclosure shall disclose the name of the Investor as having entered into the Agreement.

(d) Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of GigCapital4 in connection with the consummation of the Transactions, other than disclosure reports regarding such transactions GigCapital4 is required to file in accordance with the terms of the Exchange Act.

(e) Compliance with Other Instruments. The execution, delivery and performance by GigCapital4 of this Agreement and the consummation by GigCapital4 of the Transactions will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) of any provision of federal or state statute, rule or regulation applicable to it, in each case (other than clause (i)), which would have a material adverse effect on GigCapital4 or its ability to consummate the Transactions.

(f) Adequacy of Financing. The Company will have available to it sufficient funds to satisfy its obligations under this Agreement.

(g) SEC Filings. To the knowledge of GigCapital4, none of GigCapital4's reports and other filings with the Commission, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) Most Favored Nation. The material terms of any Additional Investor Agreements (as such term is defined below) already entered into by GigCapital4 are no more favorable to such Additional Investors (as such term is defined below) thereunder than the terms of this Agreement are in respect of the Investor hereunder.

(i) No Other Representations and Warranties; Non-Reliance. Except for the specific representations and warranties contained in this Section 3 and in any certificate or written agreement delivered pursuant hereto or in any public filings, neither GigCapital4 or any person on behalf of GigCapital4 nor any of GigCapital4's affiliates (collectively, the "GigCapital4 Parties") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to GigCapital4, the Company, the Transactions or the Business Combination, and the GigCapital4 Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by the Investor in Section 2 of this Agreement and in any certificate or agreement delivered pursuant hereto, the GigCapital4 Parties specifically disclaim that they are relying upon any other representations or warranties that may have been made by the Investor Parties.

4. Additional Agreements.

(a) No Short Sales. The Investor agrees not to engage in any transactions involving any Short Sales involving any securities of GigCapital4 or the Company prior to the Share Closing Date. For purposes hereof, "Short Sales" include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Securities and Exchange Act of 1934 (as amended, the "Exchange Act").

(b) No Redemptions; No Tenders. The Investor further agrees not to (i) request redemption of any of the Shares (including any Additional Shares) in conjunction with GigCapital4's stockholders' approval of the Business Combination, or (ii) tender the Shares (including any Additional Shares) to GigCapital4 in response to any redemption or tender offer that GigCapital4 may commence for its shares of common stock; *provided* that (x) all of the Additional Investors shall be bound by a substantially similar restriction as set forth in this Section 4(b) in the Additional Investor Agreements (as defined below), and (y) the Shares subject to this Section 4(b) shall not represent more than twenty-five percent (25%) of the aggregate number of shares of common stock of GigCapital4 subject to such restriction (or a substantially similar restriction) pursuant to this Agreement and the Additional Investor Agreements (collectively, the "Restricted Shares"); *provided, however* that in the event that there are fewer than an aggregate of 10,000,000 Restricted Shares, then the number of Shares subject to a restriction pursuant to this Section 4(b) shall be reduced ratably such that the aggregate number of Shares subject to such restrictions pursuant to this Section 4(b) shall be no more than twenty-five percent (25%) of the total number of the then current Restricted Shares, unless otherwise mutually agreed upon in writing, with any additional Shares set forth in Section 1(a) above such amount no longer subject to such restrictions; *provided, further*, that for the avoidance of doubt, nothing in this Section 4(b) is intended to, nor shall it limit the ability of the Investor to exercise its rights under Section 1(a) above with respect to any number of Shares up to the maximum amount specified therein.

(c) Option to Purchase Additional Shares and Certain Derivatives. GigCapital4 hereby acknowledges that nothing in this Agreement shall prohibit the Investor from purchasing from third parties prior to the Business Combination Closing Date additional shares of common stock of GigCapital4, including shares that have previously been tendered by third parties for redemption at their original redemption value in conjunction with GigCapital4's stockholders' approval of the Business Combination, to the extent such third parties unwind such tenders for redemption (the "Additional Shares"), or any warrants, convertible notes or options (including puts or calls) of GigCapital4; *provided*, the aggregate number of Shares and Additional Shares owned by the Investor and subject to Sections 1, 4(b) and 4(c) shall not exceed 2,500,000 shares of common stock of GigCapital4, unless otherwise agreed in writing by the Parties. For the avoidance of doubt, all Additional Shares shall be deemed Shares for all purposes hereunder and shall be purchased by the Company in accordance with Section 1.

(d) Open Market Sale. Notwithstanding anything to the contrary herein, the Parties agree that the Investor shall, commencing on the day after the date by which shares of common stock of GigCapital4 must be tendered for redemption in conjunction with GigCapital4's stockholders' approval of the Business Combination (the "Redemption Date"), have the right, but not the obligation, to sell any or all of the Shares (including any Additional Shares) in the open market if the sale price exceeds \$10.00 per Share prior to payment of any commissions due by the Investor for such sale. The Investor shall give written notice to the Company and the Escrow Agent of any sale of the Shares (including any Additional Shares) pursuant to Section 4(d) within three (3) Business Days following the date of such sale (the "Open Market Sale Notice"), and the Open Market Sale Notice shall include the date of the sale, the number of Shares sold, and confirmation that the sale price per Share was greater than \$10.00 per Share prior to the payment of any commissions due by the Investor for the sale. If the Investor sells any Shares (including any Additional Shares) in the open market after the Redemption Date and prior to the one (1) month anniversary of the Business Combination Closing Date at a sales price per Share that is greater than \$10.05 (such sale, the "Early Sale" and such shares, the "Early Sale Shares"), then, within five (5) Business Days of the Company's and the Escrow Agent's receipt of the Open Market Sale Notice, the Escrow Agent shall release from the Escrow Account (x) to the Investor an amount equal to \$0.05 per Early Sale Share sold by the Investor (the "Early Sale Premium") and (y) to the Company an amount equal to \$10.10 per Early Sale Share sold in such Early Sale.

(e) Escrow.

(i) Simultaneously with the closing of the Business Combination, GigCapital4 shall deposit, for good and valuable consideration, the receipt, sufficiency and adequacy of which GigCapital4 hereby acknowledges, into an escrow account (the "Escrow Account") with Continental Stock Transfer & Trust Company (the "Escrow Agent"), subject to the terms of a written escrow agreement (the "Escrow Agreement") substantially in the form attached as Exhibit A hereto and to be entered into on or prior to the Business Combination Closing Date, an amount equal to the lesser of (x) \$25,375,000 and (y) \$10.15 multiplied by the number of Shares and Additional Shares held by the Investor as of the closing of the Business Combination, including after application of any ratable reduction as provided for in Section 4(b) (the "Escrowed Funds"). The Escrow Agreement shall irrevocably cause the Escrow Agent to release from the Escrow Account the aggregate Shares Purchase Price in accordance with Section 1 and the aggregate Early Sales Premium in accordance Section 4(d). The payments to be made by the Escrow Agent to the Investor in accordance with Section 1 or Section 4(d), if applicable, will be made solely with the Escrowed Funds.

(ii) In the event that the Investor sells any Shares (including any Additional Shares) as provided in Section 4(d), upon receipt by the Company of the Open Market Sale Notice, the Company may issue instructions to the Escrow Agent to release from the Escrow Account to the Company for the Company's use without restriction an aggregate amount equal to the number of Shares (including any Additional Shares) sold multiplied by \$10.15; *provided* that if the Investor sold any Early Sale Shares, within five (5) Business Days of the Company's and the Escrow Agent's receipt of the Open Market Sale Notice, the Escrow Agent shall release from the Escrow Account (a) for the Investor's use without restriction an amount equal to the Early Sale Premium with respect to the Early Sale Shares sold by the Investor, and (b) for the Company's use without restriction an amount equal to the number of Early Sale Shares sold in the Early Sale multiplied by \$10.10.

(iii) In the event that the Investor elects not to sell to the Company any Shares (including any Additional Shares) held by the Investor by (A) the Investor delivering a written notice to the Company stating the Investor's intention not to sell any Shares (or any Additional Shares) to the Company, or (B) the Investor failing to timely deliver the Shares Sale Notice to the Company pursuant to Section 1(a) for all of its Shares, the Company may promptly issue instructions to the Escrow Agent to release from the Escrow Account to the Company for the Company's use without restriction an amount equal to (x) \$10.15 multiplied by (y) the number of Shares held by the Investor.

(f) Notification. The Company shall promptly notify the Investor of the occurrence of any event that would make any of the representations and warranties of GigCapital4 set forth in Section 3 untrue or incorrect at any time between the date of this Agreement and the Shares Closing Date, except where the failure of a representation and warranty to be true and correct would not have a material adverse effect on GigCapital4's or the Company's ability to consummate the Transactions.

(g) Most Favored Nation. Concurrently with, or shortly after, the execution of this Agreement, GigCapital4 may enter into separate agreements with other investors (the "Additional Investors") for the purchase and sale of GigCapital4 common stock imposing restrictions on dispositions of GigCapital4 common stock by the Additional Investors similar to those herein ((i) and (ii) collectively, the "Additional Investor Agreements"). GigCapital4 agrees not to provide the Additional Investors material terms in the Additional Investor Agreements that are more favorable to such Additional Investors than the terms provided to the Investor in this Agreement. In the event that GigCapital4 provides the Additional Investors with material terms in the Additional Investor Agreements that are more favorable than the terms provided to the Investor in this Agreement at any time prior to the Business Combination Closing Date, GigCapital4 shall promptly inform the Investor of such more favorable terms, and the Investor shall have the right to elect to have such more favorable terms included herein, in which case the Parties shall promptly amend this Agreement to effect the same.

(h) Security Agreement in Escrow Account. To secure the obligations of GigCapital4 and the Company under this Agreement, GigCapital4 and the Company each grant to the Investor a security interest in, and lien on, all right, title, and interest of GigCapital4 and the Company in and to the Escrow Account in respect of all funds required to satisfy GigCapital4's and the Company's obligations hereunder, the Escrow Agreement, all rights related thereto, and all proceeds, products, and profits of the foregoing. In the event of a default by GigCapital4 or the Company under this Agreement or the Escrow Agreement, then, in addition to any other rights the Investor may have under this Agreement, the Escrow Agreement, and applicable law, the Investor shall also have the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York. GigCapital4 and the Company shall use commercially reasonable efforts to prepare and file such UCC financing statements or other documents as reasonably directed by the Investor with respect to their security interests.

(i) Indemnification. GigCapital4 (referred to as the "Indemnitor") agrees to indemnify the Investor and its officers, directors, employees, agents and shareholders (collectively referred to as the "Indemnitees") against, and hold them harmless of and from, any and all loss, liability, cost, damage and expense, including without limitation, reasonable and documented out-of-pocket outside counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding, in each case, brought by a third party creditor of GigCapital4, the Company or any of their respective subsidiaries asserting that the Investor is not entitled to receive the aggregate Share Purchase Price or such portion thereof as the Investor is entitled to receive pursuant to Section 1(a) and Section 4(d) of this Agreement, in each case unless such action, claim or proceeding is the result of the fraud, bad faith, willful misconduct or gross negligence of any Indemnitee.

5. Closing Conditions. The obligation of the Company to purchase the Shares at the Shares Closing under this Agreement shall be subject in all respects to the consummation of the Business Combination, such Shares being free and clear of all liens and other encumbrances as of the Shares Closing and such Shares being continuously held by the Investor from the closing of the Business Combination through the three (3) month anniversary of the Business Combination Closing Date.

6. Termination. This Agreement may be terminated as follows:

(a) at any time by mutual written consent of the Parties;

(b) automatically if the stockholders of GigCapital4 fail to approve the Business Combination; and

(c) prior to the closing of the Business Combination by the Investor if there occurs a Company Material Adverse Effect (as defined in the Merger Agreement); *provided* that, solely for purposes of this Agreement (and not, for the avoidance of doubt, for purposes of the Merger Agreement), the failure of the counterparties to the Note Subscription Agreements (as defined in the Merger Agreement) to fund or cause the funding of 25% or greater of the aggregate amount of the Notes (as defined in the Merger Agreement) when required to do so pursuant to the terms of the Note Subscription Agreements shall constitute a Company Material Adverse Effect.

In the event of termination in accordance with Section 6(a), 6(b) or 6(c), this Agreement shall forthwith become null and void and have no effect, without any liability on the part of the Investor, GigCapital4, or the Company and their respective directors, officers, employees, partners, managers, members, or stockholders and, except as otherwise provided in this Agreement, all rights and obligations of each Party shall immediately cease; *provided, however*, that nothing contained in this Section 6 shall relieve any Party from liabilities or damages arising out of any actual fraud or willful breach by such party of any of its representations, warranties, covenants or agreements contained in this Agreement prior to termination of this Agreement.

7. General Provisions.

(a) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the Party to be notified, (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (iii) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All notices and other communications sent to a Party shall be sent to the e-mail address or address as set forth on the signature page of such Party hereto, or to such e-mail address or address as subsequently modified by written notice given by such Party in accordance with this Section 7(a).

(b) No Finder's Fees. Each Party represents that it neither is nor will be obligated for any finder's fee or commission in connection with the Transactions. The Investor agrees to indemnify and to hold harmless GigCapital4 from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the Transactions (and the costs and expenses of defending against such liability or asserted liability) for which the Investor, or any of its officers, employees or representatives is responsible

or arising out of any agreement entered into by any such person or entity. GigCapital4 agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the Transactions (and the costs and expenses of defending against such liability or asserted liability) for which GigCapital4 or any of its officers, employees or representatives is responsible or arising out of any agreement entered into by any such person or entity.

(c) Survival of Representations and Warranties. All of the representations and warranties contained herein shall survive the Shares Closing.

(d) Entire Agreement. This Agreement, together with any documents, instruments and writings that are delivered pursuant hereto or referenced herein, constitute the entire agreement and understanding of the Parties in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or to the Transactions.

(e) Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Assignments. Except as otherwise specifically provided herein, neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures sent by facsimile transmission or in PDF format shall be deemed to be originals for all purposes of this Agreement.

(h) Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

(i) Governing Law; Jurisdiction. This Agreement, the entire relationship of the Parties, and any litigation among the Parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Delaware, without giving effect to its choice of laws or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute arising from or relating to the relative rights of the Parties and all other questions concerning the construction, validity and interpretation of this Agreement, shall be brought exclusively in the Court of Chancery of the State of Delaware (the "Court of Chancery") or, to the extent the Court of Chancery does not have subject matter jurisdiction, the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts (the "Delaware Federal Court") or, to the extent neither the Court of Chancery nor the Delaware Federal Court has subject matter jurisdiction, the Superior Court of the State of Delaware (the "Chosen Courts"), and, solely with respect to any such action (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action in the Chosen Courts, and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto.

(j) MUTUAL WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT AND/OR THE TRANSACTIONS.

(k) Amendments. This Agreement may not be amended, modified or waived as to any particular provision, except with the prior written consent of the Parties.

(l) Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided* that if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental authority, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental authority, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

(m) Expenses. At the Business Combination Closing Date, GigCapital4 shall pay the reasonable and documented out-of-pocket fees and expenses of legal counsel to the Investors, in an amount not to exceed, the product of (A) \$2,000 multiplied by (B) (i) the number of Shares subject to the Investors' collective obligations not to redeem divided by (ii) 1,000,000.

(n) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. For purposes of this Agreement, "Business Day," means any day other than Saturday, Sunday, or a day on which commercial banks in New York are obligated by any applicable law to close. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If a Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached will not detract from or mitigate the fact that such party is in breach of the first representation, warranty, or covenant.

(o) Waiver. No waiver by a Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent occurrence.

(p) Specific Performance. Each Party agrees that irreparable damage may occur in the event any provision of this Agreement was not performed by the other Party in accordance with the terms hereof and that the other Party shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or equity.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

Investor:

Tenor Opportunity Master Fund, Ltd.

By: /s/ Daniel Kochay _____

Name: Daniel Kochay

Title: Director

Address for Notices:

Tenor Opportunity Master Fund, Ltd.

c/o Tenor Capital Management Company, L.P. 810 Seventh

Avenue

Suite 1905

New York, NY 10019

Email:

GigCapital4:

GIGCAPITAL4, INC.

By: /s/ Dr. Raluca Dinu _____

Name: Dr. Raluca Dinu

Title: President & CEO

Address for Notices:

GigCapital4, Inc.

1731 Embarcadero Road, Suite 200

Palo Alto, CA 94303

Attention: Chief Executive Officer

Email:

Exhibit A

Escrow Agreement

(attached hereto)