

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): July 22, 2023

Airspan Networks Holdings Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39679
(Commission
File Number)

85-2642786
(I.R.S. Employer
Identification No.)

777 Yamato Road, Suite 310, Boca Raton, FL 33431
(Address of Principal Executive Offices) (Zip Code)

(561) 893-8670
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

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:

- 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 or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	MIMO	NYSE American
Warrants, exercisable for shares of common stock at an exercise price of \$12.50 per share	MIMO WSA	NYSE American
Warrants, exercisable for shares of common stock at an exercise price of \$15.00 per share	MIMO WSB	NYSE American

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 reported, on March 8, 2023, Airspan Networks Holdings Inc., a Delaware corporation (the "**Company**"), entered into a Stock Purchase Agreement (the "**Purchase Agreement**") with Airspan Networks Inc., a Delaware corporation and a direct wholly-owned subsidiary of the Company ("**Seller**"), Mimosa Networks, Inc., a Delaware corporation and a direct wholly-owned subsidiary of Seller ("**Mimosa**"), and Radisys Corporation, an Oregon corporation ("**Buyer**"), pursuant to which Seller will sell all of the issued and outstanding shares of common stock of Mimosa to Buyer (the "**Transaction**").

On July 22, 2023, the parties to the Purchase Agreement entered into Amendment No. 1 to Stock Purchase Agreement (the "**Amendment**") to amend the Purchase Agreement to extend the Termination Date (as defined in the Purchase Agreement), which is the date that the Purchase Agreement may be terminated by either the Buyer or the Seller, by giving written notice of such termination to the other party, if the closing shall not have occurred on or prior to such date, to August 15, 2023.

The above description of the Amendment is only a summary, does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 2.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Forward Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may include, but are not limited to, statements relating to the Company's objectives, plans and strategies, including the Transaction, as well as statements, other than historical facts, that address activities, events or developments that the Company intends, expects, projects, believes or anticipates will or may occur in the future. These statements are often characterized by terminology such as "believes," "hopes," "may," "anticipates," "should," "intends," "plans," "will," "expects," "estimates," "projects,"

“positioned,” “strategy” and similar expressions and are based on assumptions and assessments made in light of management’s experience and perception of historical trends, current conditions, expected future developments and other factors believed to be appropriate. Forward-looking statements in this Current Report on Form 8-K are made as of the date of this Current Report on Form 8-K, and the Company undertakes no duty to update or revise any such statements, whether as a result of new information, future events or otherwise. Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties, many of which are outside of the Company’s control. Important factors that could cause actual results, developments and business decisions to differ materially from forward-looking statements are described in the sections titled “Risk Factors” in the Company’s filings with the Securities and Exchange Commission, including its most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, as well as reports on Form 8-K, and include the satisfaction of the closing conditions of the Transaction.

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Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.2	Amendment No. 1 to Stock Purchase Agreement, dated as of July 22, 2023.
104	Cover Page Interactive Data File

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SIGNATURES

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: July 24, 2023

Airspan Networks Holdings Inc.

By: /s/ David Brant
David Brant
Senior Vice President, Chief Financial Officer,
Treasurer and Secretary

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**AMENDMENT NO. 1 TO
STOCK PURCHASE AGREEMENT**

This **AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT** (this "Amendment") is entered into as of July 22, 2023, by and among Radisys Corporation, an Oregon corporation (the "Buyer"), Airspan Networks Inc., a Delaware corporation (the "Seller"), Mimosa Networks, Inc., a Delaware corporation (the "Company") and Airspan Networks Holdings Inc., a Delaware corporation ("Parent"). Capitalized terms used herein and not defined shall have the meanings given them in the Stock Purchase Agreement, dated as of March 8, 2023, by and among the Buyer, the Seller, the Company and solely with respect to Section 5.8, Article VI and Article X therein, Parent (as amended, the "Stock Purchase Agreement").

RECITALS

WHEREAS, the Parties are party to the Stock Purchase Agreement;

WHEREAS, pursuant to Section 9.1(b) thereof, the Stock Purchase Agreement may be terminated at any time prior to the Closing, by either the Buyer or the Seller, by giving written notice of such termination to the other party if the Closing shall not have occurred on or prior to July 24, 2022 (the "Termination Date");

WHEREAS, the Stock Purchase Agreement may be amended by an instrument in writing signed by the Buyer, the Company and the Seller pursuant to Section 10.15 thereof; and

WHEREAS, the Parties now desire to amend the Stock Purchase Agreement to extend the Termination Date to August 15, 2023.

NOW THEREFORE, in consideration of the above premises, the various respective agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

AMENDMENTS

1. Amendment of Section 9.1(b) of the Stock Purchase Agreement. Clause (b) of Section 9.1 of the Stock Purchase Agreement is hereby amended and restated in its entirety as follows:

"(b) by either the Buyer or the Seller, by giving written notice of such termination to the other party, if (i) the Closing shall not have occurred on or prior to August 15, 2023 (the "Termination Date") or (ii) any Order permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement shall become final and non-appealable; *provided*, that the right to terminate this Agreement pursuant to this Section 9.1(b) shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have been the primary cause of the failure of a condition to the consummation of the transactions contemplated by this Agreement;"

ARTICLE II

MISCELLANEOUS

1. Effectiveness. This Amendment shall become effective as of the first date on which each of the parties hereto has duly executed a counterpart of this Amendment.

2. Incorporation by Reference. Article X of the Stock Purchase Agreement is incorporated herein and shall apply to this Amendment *mutatis mutandis*.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed, as the case may be, in person or by their respective representatives or officers thereunto duly authorized as of the date first written above.

RADISYS CORPORATION

By: /s/ Don Crosby
Name: Don Crosby
Title: Chief Financial Officer

AIRSPAN NETWORKS INC.

By: /s/ Glenn Laxdel
Name: Glenn Laxdel
Title: Chief Executive Officer

MIMOSA NETWORKS, INC.

By: /s/ Eric Stonestrom
Name: Eric Stonestrom
Title: Chief Executive Officer

AIRSPAN NETWORKS HOLDINGS INC.

By: /s/ Glenn Laxdel
Name: Glenn Laxdel
Title: Chief Executive Officer

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