
**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): March 1, 2024 (February 29, 2024)

BigBear.ai Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40031
(Commission
File Number)

85-4164597
(IRS Employer
Identification No.)

6811 Benjamin Franklin Drive, Suite 200
Columbia, MD 21046
(Address of principal executive offices, including Zip Code)

(410) 312-0885
(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 Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value	BBAI	New York Stock Exchange
Redeemable warrants, each full warrant exercisable for one share of common stock at an exercise price of \$11.50 per share	BBAL.WS	New York Stock Exchange

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.

Introductory Note

Effective as of February 29, 2024, pursuant to the Agreement and Plan of Mergers (the “Merger Agreement”), dated November 4, 2023, by and among BigBear.ai Holdings, Inc. (“BBAI” or the “Company”), Pangiam Merger Sub, Inc., a Delaware corporation and a direct wholly-owned subsidiary of the Company (“Merger Sub”), Pangiam Purchaser, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of the Company (“Pangiam Purchaser”), Pangiam Ultimate Holdings, LLC, a Delaware limited liability company (the “Seller”), and Pangiam Intermediate Holdings, LLC, a Delaware limited liability company (“Pangiam Intermediate”), (i) Merger Sub merged with and into Pangiam Intermediate, with Merger Sub ceasing to exist and Pangiam Intermediate surviving as a wholly-owned subsidiary of the Company (the “First Merger”), and (ii) immediately following the First Merger, Pangiam Intermediate merged with and into Pangiam Purchaser, with Pangiam Intermediate ceasing to exist and Pangiam Purchaser continuing as a wholly-owned subsidiary of the Company (the “Second Merger”, together with the First Merger, the “Mergers”).

As consideration for the Mergers and the related transactions contemplated by the Merger Agreement, BBAI issued a total of 61,838,072 shares of BBAI common stock, \$0.0001 per share (the “Common Stock”) to Seller (based on a price per share of Common Stock of \$1.3439 which represents the 20-day volume-weighted average price for Common Stock ending on the trading day immediately prior to the date of the Merger Agreement), representing a purchase price of \$70 million (which was subject to customary adjustments for indebtedness, cash, working capital, and transaction expenses) (the “Purchase Price”) less \$3.5 million that was held back from the Purchase Price at the time of the closing of the Mergers (the “Closing”) to cover any post-Closing downward adjustments to the Purchase Price. BBAI may issue up to \$7 million of shares of Common Stock (based on the 20 day volume-weighted average price for the Common Stock ending on the trading day immediately prior to the settlement date) upon the final determination of any post-Closing adjustments to the Purchase Price.

Item 1.01. Entry into a Material Definitive Agreement.

Joinder & Second Amendment to Amended & Restated Investor Rights Agreement

On February 29, 2024, in connection with the Closing, BBAI entered into the Joinder & Second Amendment to Amended & Restated Investor Rights Agreement (the “IRA Amendment”) with BBAI Ultimate Holdings, LLC, AE BBAI Aggregator, LP, Seller and the other parties thereto. Under the IRA Amendment, Seller has become a party to the IRA and is treated as a “Holder” thereunder and is entitled to the same registration rights offered to other BBAI stockholders that are a party to the Amended & Restated Investors Rights Agreement, between BBAI and certain of its stockholders, including AE BBAI Aggregator, LP and BBAI Ultimate Holdings, LLC, dated as of December 6, 2021, as amended on July 20, 2023. Such description is qualified in its entirety by the complete text of the IRA Amendment, which is included as Exhibit 10.1, to this Current Report on Form 8-K, and is incorporated by reference herein.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the “Introductory Note” above is incorporated herein by reference.

Item 8.01. Other Events.

Press Releases and Other Communications

On March 1, 2024, the Company issued a press release in connection with the Closing. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired

The unaudited condensed consolidated financial statements of Seller and its subsidiaries as of and for the nine months ended September 30, 2023 and September 30, 2022 are included in the section of the Proxy Statement beginning on page 142 titled “*Financial Statements of Pangiam*” and are incorporated herein by reference.

The audited consolidated financial statements of Seller and its subsidiaries for the years ended December 31, 2022 and December 31, 2021 are included in the section of the Proxy Statement beginning on page 107 titled “*Financial Statements of Pangiam*” and are incorporated herein by reference.

(b) Pro Forma Financial Information

The unaudited pro forma condensed combined financial statements of the Company and Seller and its subsidiaries as of and for the nine months ended September 30, 2023 and for the year ended December 31, 2022 are included in the section of the Proxy Statement beginning on page 88 titled “*Unaudited Pro Forma Condensed Combined Financial Information*” and are incorporated herein by reference.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	<u>Joinder & Second Amendment to Amended & Restated Investor Rights Agreement, by and among BBAI, AE BBAI Aggregator, LP, BBAI Ultimate Holdings, LLC, Seller and the other parties thereto, dated as of December 6, 2021, as amended on July 20, 2023, effective as of February 29, 2024</u>
99.1	<u>Press Release, dated March 1, 2024</u>
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.

Date: March 1, 2024

BIGBEAR.AI HOLDINGS, INC.

By: /s/ Sean Ricker
Sean Ricker
Chief Accounting Officer

**JOINDER & SECOND AMENDMENT TO
AMENDED & RESTATED
INVESTOR RIGHTS AGREEMENT**

THIS JOINDER & SECOND AMENDMENT TO THE AMENDED & RESTATED INVESTOR RIGHTS AGREEMENT (this "Amendment") is made as of February 29, 2024, by and among (i) BigBear.ai Holdings, Inc., a Delaware corporation f/k/a GigCapital4, Inc. (the "Company"), (ii) AE BBAI Aggregator, LP, a Delaware limited partnership ("AE Aggregator"), (iii) BBAI Ultimate Holdings, LLC, a Delaware limited liability company ("Ultimate Holdings," together with AE Aggregator and any of their Permitted Transferees that have executed a joinder to the Investor Rights Agreement (as defined below), the "Partners" and each a "Partner"), and (iv) Pangiam Ultimate Holdings, LLC, a Delaware limited liability company ("Pangiam"). Reference is hereby made to the Amended & Restated Investor Rights Agreement, dated December 6, 2021 (the "Investor Rights Agreement"), by and among (i) the Company, (ii) the Partners, (iii) GigAcquisitions4, LLC, a Delaware limited liability company (the "Sponsor"), (iv) Oppenheimer & Co. Inc. and Nomura Securities International, Inc. (together, the "Original Underwriter Representatives"), (v) William Blair & Company, L.L.C. and BMO Capital Markets Corp. (together with the Original Underwriter Representatives, the "Financial Services Representatives"), and (vi) the Persons listed as Other Holders on the signature pages thereto and each other Person who executes a joinder as an "Other Holder," as amended by the First Amendment to Amended & Restated Investor Rights Agreement, dated July 20, 2023, by and among (i) the Company, (ii) the Partners, (iii) the Sponsor and (iv) the Financial Services Representatives. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Investor Rights Agreement.

RECITALS

A. Pangiam represents and warrants that it has acquired 61,838,072.00 shares of Common Stock.

B. Pangiam wishes to join and become a "Party" to the Investor Rights Agreement as a "Holder" and an "Other Holder" thereunder and the Company wishes to accept Pangiam as a "Party" thereto and a "Holder" and an "Other Holder" thereunder, all on the terms of the Investor Rights Agreement as amended by this Amendment.

C. Pangiam is executing and delivering this Amendment as a joinder to the Investor Rights Agreement, whereupon Pangiam will be treated as a Party and Holder for all purposes of the Investor Rights Agreement.

D. Section 5.4 of the Investor Rights Agreement provides that any term thereof may be amended by the written consent of (i) the Company, (ii) for so long as the Partners collectively Beneficially Own Common Stock representing 10% or more of the Common Stock Beneficially Owned by the Partners immediately after the Closing, the Partners, and (iii) in any event, at least the Holders holding in the aggregate more than fifty percent (50%) of the Registrable Securities Beneficially Owned by the Holders.

E. The Partners (i) collectively Beneficially Own Common Stock representing more than 10% of the Common Stock Beneficially Owned by the Partners immediately after the Closing and (ii) hold in the aggregate more than fifty percent (50%) of the Registrable Securities Beneficially Owned by the Holders.

F. The Company and the Partners now desire to amend the Investor Rights Agreement to grant registration rights to Pangiam pursuant to the Investor Rights Agreement and to include Pangiam within the definition of "Party" and "Holder" thereunder.

NOW THEREFORE, in consideration of the foregoing premises and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Pangiam hereby acknowledges and agrees that Pangiam has received and read the Investor Rights Agreement, and each of the parties to this Amendment here acknowledge and agree that (a) Pangiam hereby joins and becomes a "Party" to the Investor Rights Agreement and a "Holder" thereunder and (b) Pangiam will be treated as a Party and Holder of Registrable Securities for all purposes of the Investor Rights Agreement, as amended by this Amendment.

AGREEMENT

1. **Definitions.** The definition of "Shelf Take-Down Initiating Holders" shall be hereby amended and restated in its entirety to read as follows:

"Shelf Take-Down Initiating Holders" means (a) the Partners and Pangiam Ultimate Holdings, LLC and (b) solely with respect to Non-Underwritten Shelf Take-Downs, the other Shelf Holders.

2. **Section 3.2(a).** Section 3.2(a) of the Investor Rights Agreement shall be hereby amended and restated in its entirety to read as follows:

"(a) Holdings' Demand for Registration. If, at a time when all of the Partners' and Pangiam Ultimate Holdings, LLC's Registrable Securities are not included on an effective Shelf Registration Statement, PubCo shall receive from the Partners or Pangiam Ultimate Holdings, LLC at any time following the Lock-up Period (the then eligible Holders, the "Demand Initiating Holders") a written demand that PubCo effect any Registration (a "Demand Registration") of Registrable Securities held by such Holders, PubCo will:

(i) use its reasonable best efforts to effect such registration as soon as practicable as will permit or facilitate the sale and distribution of all or such portion of the Demand Initiating Holders Registrable Securities as are specified in such demand; provided, that PubCo shall not be obligated to file any Registration Statement or other disclosure document pursuant to this Section 3.2 (but shall be obligated to continue to prepare such Registration Statement or other disclosure document) if PubCo shall furnish to the Demand Initiating Holders a certificate signed by the chief executive officer or equivalent senior executive of PubCo, stating that the filing or effectiveness of such Registration Statement would require PubCo to make an Adverse Disclosure, in which case PubCo shall have an

additional period (each, a “Demand Delay”) of not more than forty-five (45) days within which to file such Registration Statement; provided, however, that PubCo shall not exercise, in any twelve (12) month period, (x) more than one (1) Demand Delay pursuant to this Section 3.2(a)(i) and Shelf Suspension pursuant to Section 3.1(c) in the aggregate, unless consented in writing by the Demand Initiating Holders or (y) aggregate Demand Delays pursuant to this Section 3.2(a)(i) and Shelf Suspensions pursuant to Section 3.1(c) of more than ninety (90) days. Each Holder shall keep confidential the fact that a Demand Delay is in effect, the certificate referred to above and its contents for the permitted duration of the Demand Delay or until otherwise notified by PubCo, except (A) for disclosure to the Holder’s employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners who have agreed to keep such information confidential and (C) as required by Law.”

3. **Miscellaneous.**

3.1 **Effect of Amendment.** Except as set forth in this Amendment, the provisions of the Investor Rights Agreement shall remain unchanged and shall continue in full force and effect.

3.2 **Entire Amendment.** This Amendment and the Investor Rights Agreement constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly cancelled.

3.3 **Counterparts.** This Amendment may be executed in any number of counterparts each of which shall be considered an original and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first written above.

COMPANY:

BIGBEAR.AI HOLDINGS, INC.

By: /s/ Amanda Long _____

Name: Amanda Long

Title: Chief Executive Officer

[Second Amendment to Amended & Restated Investor Rights Agreement]

PARTNERS:

BBAI ULTIMATE HOLDINGS, LLC

By: /s/ Amanda Long

Name: Amanda Long

Title: Chief Executive Officer

AE BBAI AGGREGATOR, LP

By: AE BBRED GP, LLC

Its: General Partner

By: /s/ Kirk Konert

Name: Kirk Konert

Title: President

OTHER HOLDER:

PANGIAM ULTIMATE HOLDINGS, LLC

By: /s/ Kevin McAleenan

Name: Kevin McAleenan

Title: Chief Executive Officer

[Second Amendment to Amended & Restated Investor Rights Agreement]

BigBear.ai Completes Pangiam Acquisition: Establishes Combined Company as Breakout Leader in Vision AI for National Security, Supply Chain Management, and Digital Identity

Columbia, MD – March 1, 2024 – Today, BigBear.ai (NYSE: BBAI), a leading provider of AI-powered decision intelligence solutions, announced the completion of its acquisition of Pangiam Intermediate Holdings, LLC (Pangiam), a leader in Vision AI for the global trade, travel, and digital identity industries. This strategic move accelerates and evolves BigBear.ai’s mission to create clarity for the world’s most complex decisions in three markets: national security, supply chain management, and digital identity.

The combined entity will create one of the industry’s most comprehensive Vision AI portfolios, combining facial recognition, image-based anomaly detection and advanced biometrics with BigBear.ai’s computer vision and predictive analytics capabilities.

“The decision to acquire Pangiam is rooted in a strategy to bolster our portfolio through both organic and inorganic tactics, accelerate our growth in adjacent market categories and customers, and deliver increased value to our stockholders. Today marks a milestone in BigBear.ai’s journey,” said Mandy Long, CEO of BigBear.ai.

Kevin McAleenan, CEO of Pangiam, has been announced as President, and will play a critical role in leading the combined business. “Together, we expect that we will be able to deliver broader capabilities and more value than ever to our customers and partners. We believe the combined company is positioned to be a breakout leader, with both a proven track record of innovating in our target markets and cutting-edge products in development. We couldn’t be more excited about the future.”

To learn more about the exciting future of BigBear.ai and Pangiam, please visit our websites (www.BigBear.ai; www.Pangiam.com) or contact us directly via the contact information below.

For investor information, visit our IR site: <https://ir.bigbear.ai>, or view BigBear.ai’s recent investor webcast regarding the Pangiam acquisition: <https://rb.gy/37ugtq>.

About BigBear.ai: BigBear.ai is a leading provider of AI-powered decision intelligence solutions for national security, supply chain management, and digital identity. Customers and partners rely on BigBear.ai's predictive analytics capabilities in highly complex, distributed, mission-based operating environments. Headquartered in Columbia, Maryland, BigBear.ai is a public company traded on the NYSE under the symbol BBAI. For more information, visit <https://bigbear.ai/> and follow BigBear.ai on LinkedIn: [@BigBear.ai](#) and X: [@BigBearai](#).

About Pangiam, a BigBear.ai Company: Pangiam is a leader in Vision AI for the global trade, travel, and digital identity industries. Pangiam's customers span the public and private sectors, including border protection, transportation security, as well as customers in the travel and tourism sector. Pangiam is headquartered in Tysons Corner, Virginia. For more information, visit: <https://pangiam.com/>.

Contact:

BigBear.ai
Ryan Stenger
media@bigbear.ai

Forward-Looking Statements:

This communication contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995 concerning BBAI and Pangiam, the transactions and other matters. BBAI intends such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical facts contained in this communication, including without limitation statements regarding the combined company's future strategy, prospects, market position, industry and performance, expected combined financial benefits from the consummation of the transactions, expected growth and related matters are forward-looking statements. Without limiting the foregoing, words such as "believe" "may," "will," "expect," "should," "could," "would," "anticipate," "aim," "estimate," "intend," "plan," "believe," "potential," "continue," "project," "target," "is/are likely to," "forecast," "future," "guidance," "possible," "predict," "seek," "see," or the negative of these terms or other similar expressions are intended to identify forward-looking statements, though not all forward-looking statements use these words or expressions. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, the following: risks that the new businesses will not be integrated successfully or that the combined companies will not realize estimated cost savings; failure to timely and successfully realize anticipated benefits of the combined operations; potential litigation relating to the transactions and disruptions from the transactions that could harm the combined company's business; reductions in customer spending, a slowdown in customer payments and changed in customer requirements; ability to hire and retain key personnel; the potential impact of announcement of the consummation of the transactions on relationships with third parties, including clients, employees and competitors; ability to attract new customers and retain existing

customers in the manner anticipated; reliance on and integration of information technology systems; changes in legislation or governmental regulations affecting the companies; international, national or local economic, social or political conditions that could adversely affect the companies or their customers; and risks that the consummation of the transactions could disrupt the combined company's current plans and operations or divert the attention of management or employees from ongoing business operations. These and other important factors discussed under the caption "Risk Factors" in BBAI's definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission ("SEC") on January 29, 2024 and under the caption "Risk Factors" in BBAI's Annual Report on Form 10-K for the year ended December 31, 2022 filed with the SEC on March 31, 2023, as may be updated from time to time in other filings BBAI makes with the SEC including its Quarterly Report on Form 10-Q for the quarter ended on September 30, 2023 that was filed with the SEC on November 9, 2023, could cause actual results to differ materially from those indicated by the forward-looking statements made in this communication.

The foregoing list of factors is not exhaustive. These statements generally reflect management's current expectations regarding future events and operating performance and speak only as of the date of this communication. You should not put undue reliance on any forward-looking statements. Although BBAI believes that the expectations reflected in the forward-looking statements are reasonable, BBAI cannot guarantee that future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or will occur. Except as required by law, BBAI undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.