

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 06, 2022

Giga-tronics Incorporated

(Exact name of Registrant as Specified in Its Charter)

California  
(State or Other Jurisdiction  
of Incorporation)  
  
5990 Gleason Drive  
Dublin, California  
(Address of Principal Executive Offices)

001-14605  
(Commission File Number)

94-2656341  
(IRS Employer  
Identification No.)

94568  
(Zip Code)

Registrant's Telephone Number, Including Area Code: (925) 328-4650

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, No par value	GIGA	OTCQB Market
Preferred Share Purchase Rights	N/A	N/A

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.**

On September 6, 2022, Giga-tronics Incorporated (the “Company”) entered into an amendment (the “Amendment”) to its Rights Agreement dated October 12, 2020 with American Stock Transfer & Trust Company. The Amendment accelerates the expiration of the rights from October 22, 2025 to September 7, 2022. At the time of the termination of the Rights Agreement on September 7, 2022 at 5:00 p.m. Pacific Time, all rights distributed to holders of the Company’s common stock pursuant to the Rights Agreement will expire. A copy of the Amendment is attached as Exhibit 4.2 to this report and is incorporated hereto.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
4.1	<a href="#">Rights Agreement between the Company and American Stock Transfer &amp; Trust Company, LLC dated as of October 12, 2020 (incorporated by reference to Exhibit 4.1 to the Company’s Form 8-K filed on October 13, 2020).</a>
4.2	<a href="#">Amendment to Rights Agreement dated as of September 6, 2022 between Giga-tronics Incorporated and American Stock Transfer &amp; Trust Company, LLC.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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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 thereunto duly authorized.

GIGA-TRONICS INCORPORATED

Date: September 7, 2022

By: /s/ LUTZ P. HENCKELS  
Executive Vice President  
Chief Financial Officer and Chief Operating Officer

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**AMENDMENT TO RIGHTS AGREEMENT**

This Amendment to Rights Agreement dated as September 6, 2022 (this “Amendment”) is made by and between Gigatronics Incorporated, a California corporation (the “Company”), and American Stock Transfer & Trust Company, LLC, a New York limited liability company, as Rights Agent (the “Rights Agent”), and amends the Rights Agreement dated as of October 12, 2020 by and between the Company and the Rights Agent. Capitalized terms used in this Amendment and not otherwise defined have the meaning given to them in the Rights Agreement.

**RECITALS**

WHEREAS, in accordance with and subject to the conditions of Section 27 of the Rights Agreement the Company may amend the Rights Agreement in any respect without the approval of any holders of Rights; and

WHEREAS, the Company hereby requests and directs that the Rights Agent join in this Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth herein, the parties hereby agree as follows:

1. Amendment to Expiration Date. The definition of the term “Expiration Date” set forth in Section 1 of the Rights Agreement is hereby amended and restated to read in its entirety as follows:

“Expiration Date” shall mean the Close of Business on September 7, 2022.

2. Amendment of Exhibits. The exhibits to the Rights Agreement shall be deemed to be restated to change all references to “October 22, 2025” to “September 7, 2022” and to otherwise reflect this Amendment, including all conforming changes.

3. Other Amendments; Effect of Amendment. Except as and to the extent expressly modified by this Amendment, the Rights Agreement and the exhibits thereto remain in full force and effect in all respects without any modification. This Amendment will be deemed an amendment to the Rights Agreement and will become effective on the date hereof. In the event of a conflict or inconsistency between this Amendment and the Rights Agreement and the exhibits thereto, the provisions of this Amendment will govern.

4. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment transmitted electronically (including by fax and .pdf) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants and restrictions of this Amendment will remain in full force and effect and will in no way be affected, impaired or invalidated.

6. Descriptive Headings. The descriptive headings of the sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

7. Further Assurances. Each of the parties to this Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Rights Agreement and the transactions contemplated hereunder and thereunder.

8. Governing Law. This Amendment will be deemed to be a contract made pursuant to the laws of the State of California and for all purposes will be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely within such State.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

**GIGA-TRONICS INCORPORATED**

By: /s/ John Regazzi  
Name: John Regazzi  
Title: President and Chief Executive Officer

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**  
as Rights Agent

By: /s/ Michael Legregin  
Name: Michael Legregin  
Title: Senior Vice President, Corporate Actions  
Relationship Management & Operations

