

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 4, 2022

TCW Special Purpose Acquisition Corp.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40107
(Commission File Number)

85-4391738
(I.R.S. Employer
Identification No.)

865 S. Figueroa St., Suite 1800, Los Angeles, CA
(Address of principal executive offices)

90017
(Zip Code)

(213) 244-0000
(Registrant's telephone number, including area code)

Not Applicable
(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 Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock and one-third of one redeemable warrant	TSPQ.U	New York Stock Exchange
Class A common stock, par value \$0.0001 per share	TSPQ	New York Stock Exchange
Redeemable warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$11.50	TSPQ.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.

Item 1.01 Entry into a Material Definitive Agreement

As previously disclosed, on June 17, 2021, TCW Special Purpose Acquisition Corp. (the "Company") issued a promissory note (the "Working Capital Note") to TCW Asset Management Company LLC, a Delaware limited liability company ("TAMCO"), an affiliate of the Company's sponsor, providing for borrowings from time to time by the Company for working capital purposes up to an aggregate principal amount of \$2,000,000.

On October 4, 2022, the Company and TAMCO entered into an amendment to the Working Capital Note (the "Note Amendment") in order to increase the aggregate principal amount of borrowings by the Company to an aggregate principal amount of up to \$2,500,000.

The Note Amendment also amends the Working Capital Note to provide that the maximum portion of the unpaid principal amount of the Working Capital Note that, at TAMCO's election, may be converted into warrants to purchase shares of the Company's common stock upon the consummation of the Company's initial business combination

shall not exceed \$2,000,000.

The foregoing description is qualified in its entirety by reference to the Note Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference. Except as set forth in the Note Amendment, the terms of the Working Capital Note remain unchanged. A summary of the material terms of the Working Capital Note is included in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on June 17, 2021.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibit is filed with this Form 8-K:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
<u>10.1</u>	<u>Amendment No. 1 to Promissory Note, dated as of October 4, 2022, by and between the Company and TCW Asset Management Company LLC</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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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.

TCW Special Purpose Acquisition Corp.

Date: October 7, 2022

By: /s/ Richard Villa
Name: Richard Villa
Title: Chief Financial Officer and Secretary

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AMENDMENT NO. 1 TO PROMISSORY NOTE

This Amendment No. 1 (this "Amendment") to the Promissory Note (the "Promissory Note"), dated as of June 17, 2021, by and between TCW Special Purpose Acquisition Corp., a Delaware corporation (the "Maker"), and TCW Asset Management Company LLC, a Delaware limited liability company (the "Payee"), is entered into as of October 4, 2022, by and between the Maker and the Payee (each a "Party", and together, the "Parties").

WHEREAS, the Parties desire to amend the Promissory Note pursuant to Section 14 thereof on the terms set forth below.

NOW THEREFORE, in consideration of the covenants contained herein and in the Promissory Note, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Promissory Note.

**ARTICLE II
AMENDMENTS**

Section 2.1 Principal Amount.

(a) The "Principal Amount" set forth at the top of the Promissory Note is hereby changed from "Up to \$2,000,000.00" to read as "Up to \$2,500,000.00".

(b) Each instance in the Promissory Note of the words "two million dollars (\$2,000,000.00)" or "two million (\$2,000,000.00)" (or any correlative or similar phrasing) is hereby replaced by the words "two million five hundred thousand dollars (\$2,500,000.00)".

Section 2.2 Optional Conversion. Section 4(a) of the Promissory Note is hereby amended and restated in its entirety to read as follows:

Upon consummation of the Business Combination and at the Payee's option, the Payee may elect, by written notice to the Maker, to convert all or any portion of the Note (in an amount not to exceed \$2,000,000.00 in the aggregate) into that number of warrants (the "**Conversion Warrants**") to purchase a number of shares of common stock, par value \$0.0001, of the Maker equal to: (i) the portion of the principal amount of the Note being converted pursuant to this Section 4, divided by (ii) \$1.50. The Conversion Warrants shall be identical to the warrants issued by the Maker to TCW Special Purpose Sponsor LLC, a Delaware limited liability company (the "**Sponsor**"), in a private placement upon the consummation of Maker's initial public offering (the "**IPO**"). The Conversion Warrants and their underlying securities, and any other equity security of Maker issued or issuable with respect to the foregoing by way of a share dividend or share split or in connection with a combination of shares, recapitalization, amalgamation, consolidation or reorganization, shall be entitled to registration rights on the same terms as the registration rights set forth in that certain Registration Rights Agreement, dated as of March 1, 2021, by and among the Maker, the Sponsor and the other parties thereto.

**ARTICLE III
MISCELLANEOUS**

Section 3.1 Sections 10, 11, 12, 13, 14 and 15 of the Promissory Note are incorporated by reference herein and shall apply to this Amendment *mutatis mutandis*.

Section 3.2 This Amendment may be executed in counterparts, each of which is deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

Section 3.3 Except as expressly set forth herein, all terms, conditions and provisions of the Promissory Note remain unmodified and shall continue in full force and effect.

Section 3.4 This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Maker and the Payee have entered into this Amendment effective as of the date set forth above.

TCW SPECIAL PURPOSE ACQUISITION CORP.

By: /s/ Joseph Shaposhnik
Name: Joseph Shaposhnik
Title: Chief Executive Officer

TCW ASSET MANAGEMENT COMPANY LLC

By: /s/ Richard Villa
Name: Richard Villa
Title: Chief Financial Officer

By: /s/ Kevin Finch
Name: Kevin Finch
Title: Senior Vice President