

**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 Earliest Event Reported): December 9, 2022

SHAPEWAYS HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-39092
(Commission
File Number)

87-2876494
(I.R.S. Employer
Identification Number)

30-02 48th Avenue
Long Island City, NY
(Address of principal executive offices)

11101
(Zip Code)

(646) 979-9885
(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:

- 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:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Class A common stock, par value \$.0001	SHPW	New York Stock Exchange
Warrants, each warrant exercisable for one share of Common Stock for \$11.50 per share	SHPW 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 8.01 Entry into a Material Definitive Agreement.

Effective December 9, 2022, Shapeways Holdings, Inc. (the “Company”) and the holders of the private placement warrants originally issued in connection with the initial public offering of Galileo Acquisition Corp. (the “Public Offering”) entered into letter agreements (each, a “Letter Agreement”), pursuant to which such holders agreed that such private placement warrants will be exercisable for cash or on a cashless basis and redeemable on the same terms and subject to the same conditions as the public warrants issued in connection with the Public Offering. The Letter Agreement did not effect any changes to the public warrants.

A form of the Letter Agreement is incorporated herein by reference and filed as Exhibit 4.1 to this Current Report on Form 8-K. The description of the Letter Agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

Item 9.01 - Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Letter Agreement with respect to Private Placement Warrants by and between Shapeways Holdings, Inc. and each holder of the Company’s Private Placement Warrants.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: December 13, 2022

Shapeways Holdings Inc.

By: /s/ Greg Kress
Name: Greg Kress
Title: Chief Executive Officer

Shapeways Holdings, Inc.
30-02 48th Avenue
Long Island City, NY 11101

Re: Side Letter Concerning Warrant Agreement

Ladies and Gentlemen:

This letter agreement (“Agreement”) serves as written confirmation of the agreement between Shapeways Holdings, Inc., a Delaware corporation formerly known as Galileo Acquisition Corp. (the “Company”), and the undersigned with respect to certain changes to the terms and conditions of the Private Warrants as set forth in that certain warrant agreement dated as of October 17, 2019 (the “Warrant Agreement”), by and between the Company and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Warrant Agreement.

Pursuant to Section 9.8 of the Warrant Agreement, the parties hereto agree that Sections 2.6, 3.2 and 6.5 of the Warrant Agreement are amended to no longer refer to or be applicable to the Private Warrants, and instead the following terms shall apply:

1. The Private Warrants held by the undersigned and/or their Permitted Transferees may be redeemed, at the option of the Company, at any time during the Exercise Period, at the office of the Warrant Agent, upon the notice provided pursuant to Section 6.2 of the Warrant Agreement, at the price of \$0.01 per Warrant, provided that the last sales price of the Ordinary Shares has been at least \$18.00 per share (subject to adjustment for splits, dividends, recapitalizations and other similar events in accordance with Section 4 of the Warrant Agreement), for any twenty (20) trading days within any thirty (30) trading day period ending on the third business day prior to the date on which notice of redemption is given, and provided, further, that there is a current registration statement in effect with respect to the Ordinary Shares underlying the Warrants for each day in the 30-day trading period and continuing each day thereafter until the Redemption Date;
2. The Private Warrants held by the undersigned and/or their Permitted Transferees may be exercised for cash or on a “cashless basis” on the same terms and subject to the same conditions as the Public Warrants; and
3. If the undersigned elects to transfer any Private Warrants to a Permitted Transferee, it shall be a condition to such transfer (the “Transfer Condition”) that such Permitted Transferee executes and delivers to the Company a joinder agreement to this Agreement, substantially in the form attached hereto as Exhibit A, by which such Permitted Transferee shall be bound by the terms and conditions of this Agreement. For the avoidance of doubt, any transfer of the Private Warrants made to any Permitted Transferee without satisfying the Transfer Condition shall be null and void.

The changes described herein will only be effected with the written consent of all holders of the outstanding Private Warrants as of the date of this Agreement. For the avoidance of doubt, no change is being effected hereunder to the terms and conditions of the Public Warrants, which shall continue to be governed by the Warrant Agreement.

This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof.

This Agreement shall be governed and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

[Signatures follow on next page]

Sincerely,

[PRIVATE WARRANT HOLDER]

[Signature Page to Letter Agreement concerning Warrant Agreement]

Acknowledged and agreed to as of the date first above written:

SHAPEWAYS HOLDINGS, INC.

By: _____
Name: Greg Kress
Title: Chief Executive Officer

[Signature Page to Letter Agreement concerning Warrant Agreement]

FORM OF JOINDER AGREEMENT

Reference is made to that certain side letter agreement (the “Agreement”), dated as of [], 2022, by and among Shapeways Holdings, Inc. and the holders of the Private Warrants party thereto, a copy of which is attached hereto as Annex A. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings accorded to such terms in the Agreement.

[Name of the transferring holder] proposes to transfer [] Private Warrants to [name of the Permitted Transferee] (the “Transferee”), subject to the execution of this Joinder Agreement. By executing this Joinder Agreement, the Transferee hereby agrees to be bound by the terms of the Agreement as if he or she were an original signatory to such Agreement, including but not limited to the Transfer Condition in connection with any transfer of the Private Warrants to a Permitted Transferee, and shall be deemed to be a party thereunder.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first above written.

[Name of the Transferee]

Accepted and agreed as of the above date:
SHAPEWAYS HOLDINGS, INC.

By:
Name:
Title:

Annex A

[Side Letter Agreement]