

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934  
Date of Report (Date of earliest event reported): May 3, 2023 (May 1, 2023)

**Tailwind International Acquisition Corp.**

(Exact name of registrant as specified in its charter)

Cayman Islands  
(State or other jurisdiction of  
incorporation or organization)

001-40085  
(Commission File Number)

98-1211987  
(I.R.S. Employer  
Identification Number)

150 Greenwich Street, 29th Floor  
New York, New York  
(Address of principal executive offices)

10006  
(Zip Code)

(212) 266-0085  
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 Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A Ordinary Share and one-third of one redeemable warrant		None
Class A Ordinary Shares, \$0.0001 par value		None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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 May 1, 2023, Tailwind International Acquisition Corp. (the "Company") held an extraordinary general meeting of shareholders (the "Shareholder Meeting") to approve certain amendments to its amended and restated memorandum and articles of association (the "Articles of Association") and the Investment Management Trust Agreement, dated February 23, 2021 (the "Trust Agreement"), by and between the Company and Continental Stock Transfer & Trust Company, as trustee ("Continental") to allow the Company to redeem all of its outstanding public shares on May 1, 2023, in advance of the automatic termination date in its current Articles of Association of August 23, 2023 (the "Original Termination Date").

At the Shareholder Meeting, the shareholders of the Company approved a proposal to amend the Trust Agreement (such proposal, the "Trust Amendment Proposal" and such amendment, the "Trust Amendment") to change the date on which Continental must commence liquidation of the trust account established in connection with the Company's initial public offering from the Original Termination Date to May 1, 2023 (such date, the "Early Termination Date").

Accordingly, on May 1, 2023, the Company and Continental entered into the Trust Amendment. The Company is obligated to redeem all public shares as promptly as possible but not more than ten business days after the Early Termination Date. The Company expects to complete such redemption on or about May 5, 2023.

The foregoing description is qualified in its entirety by reference to the full text of the Trust Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 1, 2023, Spencer Crawley voluntarily resigned, effective immediately, as a director of the Company. Mr. Crawley resigned in order to pursue other opportunities and not due to any disagreement with the Company on any matter relating to its operations, policies or practices

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On May 1, 2023, the Company held the Shareholder Meeting to amend the Articles of Association (the “Articles Amendment”) to (i) amend the date by which the Company has to consummate a business combination from August 23, 2023 to May 1, 2023 (such proposal, the “Articles Amendment Proposal”) and (ii) allow the Company to remove, in connection with redemptions in connection with the amendments to the Articles of Association, \$100,000 of interest earned on the funds held in the trust account established in connection with the Company’s initial public offering (the “Dissolution Expenses Proposal”). The shareholders of the Company approved the Articles Amendment Proposal and the Dissolution Expense Proposal at the Shareholder Meeting and on May 2, 2023, the Company filed the Articles Amendment with the Cayman Islands Registrar of Companies.

The foregoing description is qualified in its entirety by reference to the Articles Amendment, a copy of which is attached as Exhibit 3.1 hereto and is incorporated by reference herein.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

On May 1, 2023, the Company held the Shareholder Meeting to approve the Articles Amendment Proposal, the Dissolution Expense Proposal, the Trust Amendment Proposal and a proposal to allow the adjournment of the Shareholder Meeting to a later date or dates, if necessary, (i) to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the Shareholder Meeting, there were insufficient ordinary shares of the Company represented (either in person or by proxy) to approve the Articles Amendment Proposal, the Dissolution Expense Proposal and the Trust Amendment Proposal or (ii) where the board of directors of the Company has determined it is otherwise necessary (the “Adjournment Proposal”), each as more fully described in the definitive proxy statement filed by the Company with the Securities and Exchange Commission on April 19, 2023. As there were sufficient votes to approve the Articles Amendment Proposal, the Dissolution Expense Proposal and the Trust Amendment Proposal, the Adjournment Proposal was not presented to shareholders.

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Holders of 9,797,236 ordinary shares of the Company held of record as of April 4, 2023, the record date for the Shareholder Meeting, were present in person or by proxy, representing approximately 90.47% of the voting power of the Company’s ordinary shares as of the record date for the Shareholder Meeting, and constituting a quorum for the transaction of business.

The voting results for the Articles Amendment Proposal, the Dissolution Expense Proposal and the Trust Amendment Proposal were as follows:

The Articles Amendment Proposal

<u>For</u>	<u>Against</u>	<u>Abstain</u>
9,597,232	200,000	4

The Dissolution Expenses Proposal (Class A ordinary shares voting as a separate class)

<u>For</u>	<u>Against</u>	<u>Abstain</u>
972,232	200,000	4

The Trust Amendment Proposal

<u>For</u>	<u>Against</u>	<u>Abstain</u>
9,597,232	200,000	4

In connection with the vote to approve the Articles Amendment Proposal and the Dissolution Expenses Proposal, the holders of 2,131,261 Class A ordinary shares of the Company properly exercised their right to redeem their shares for cash at a redemption price of approximately \$10.36 per share, for an aggregate redemption amount of approximately \$22,080,602.

**Item 8.01. Other Events.**

As of the close of business on May 1, 2023, the publicly held Class A ordinary shares, par value \$0.0001, were deemed cancelled and represent only the right to receive their pro-rata share in the Company’s trust account (which is expected to be approximately \$10.36 per share), because the Company will not consummate an initial business combination within the time period required by its Articles of Association.

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**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">3.1</a>	<a href="#">Amendment to Amended and Restated Memorandum and Articles of Association.</a>
<a href="#">10.1</a>	<a href="#">Amendment to the Investment Management Trust Agreement, dated February 23, 2021, by and between Tailwind International Acquisition Corp. and Company and Continental Stock Transfer &amp; Trust Company, as trustee</a>
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.

Dated: May 3, 2023

**TAILWIND INTERNATIONAL ACQUISITION CORP.**

By: /s/ Philip Krim  
Name: Philip Krim  
Title: Chief Executive Officer

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Registrar of Companies  
Government Administration Building  
133 Elgin Avenue  
George Town  
Grand Cayman

**Tailwind International Acquisition Corp. (ROC #368193) (the "Company")**

**TAKE NOTICE** that by minutes of the extraordinary general meeting of the shareholders of the Company dated 1 May 2023, the following special resolutions were passed:

*Proposal No. 1 - The Articles Amendment Proposal -RESOLVED*, as a special resolution that:

Article 49.7 of Tailwind's Amended and Restated Memorandum and Articles of Association be deleted in its entirety and replaced with the following new Article 49.7:

"In the event that the Company does not consummate a Business Combination by May 1, 2023, or such later time as the Members may approve in accordance with the Articles, the Company shall:

- (a) cease all operations except for the purpose of winding up;
- (b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company (less taxes payable and up to US\$100,000 of interest to pay dissolution expenses), divided by the number of then Public Shares in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any); and
- (c) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and other requirements of Applicable Law.

Article 49.8(a) of Tailwind's Amended and Restated Memorandum and Articles of Association be deleted in its entirety and replaced with the following new Article 49.8(a):

"that would modify the substance or timing of the Company's obligation to: (i) provide for the redemption of the Public Shares in connection with a Business Combination; or (ii) redeem 100 per cent of the Public Shares if the Company has not completed a Business Combination by May 1, 2023, or such later time as the Members may approve in accordance with the Articles; or"

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*Proposal No. 2 - The Dissolution Expenses Proposal —RESOLVED*, as a special resolution that Article 49.8(b) of Tailwind's Amended and Restated Memorandum and Articles of Association be deleted in its entirety and replaced with the following new Article 49.8(b):

"with respect to any other provision relating to the rights of holders of the Class A Shares, each holder of Public Shares who is not the Sponsor, a Founder, Officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval or effectiveness of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account (which interest shall be net of taxes paid or payable and US\$100,000 of interest to pay dissolution expenses) and not previously released to the Company to pay its taxes, divided by the number of then outstanding Public Shares."

/s/ Wai Yan Ng  
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Wai Yan Ng  
Corporate Administrator  
for and on behalf of  
Maples Corporate Services Limited

Dated this 2<sup>nd</sup> day of May 2023

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**AMENDMENT TO THE INVESTMENT MANAGEMENT TRUST AGREEMENT**

**THIS AMENDMENT TO INVESTMENT MANAGEMENT TRUST AGREEMENT** (this “**Amendment Agreement**”), dated as of May 1, 2023, is made by and between Tailwind International Acquisition Corp., a Cayman Islands exempted company (the “**Company**”), and Continental Stock Transfer & Trust Company, a New York corporation (the “**Trustee**”).

**WHEREAS**, the parties hereto are parties to that certain Investment Management Trust Agreement, dated as of February 23, 2021 (the “**Trust Agreement**”);

**WHEREAS**, following the closing of the Offering and as of February 23, 2021, a total of \$345,000,000 of the net proceeds from the Offering was placed in the Trust Account;

**WHEREAS**, Section 1(i) of the Trust Agreement provides that the Trustee is to liquidate the Trust Account only after and promptly after (x) receipt of, and only in accordance with, the terms of a letter from the Company (“**Termination Letter**”) in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B, as applicable, signed on behalf of the Company by its Chief Executive Officer, Chief Financial Officer or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes (less up to \$100,000 of interest to pay dissolution expenses), only as directed in the Termination Letter and the other documents referred to therein, or (y) upon the date which is the later of (1) 24 months after the closing of the Offering and (2) such later date as may be approved by the Company’s shareholders in accordance with the Company’s amended and restated memorandum and articles of association, if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes (less up to \$100,000 of interest to pay dissolution expenses), shall be distributed to the Public Shareholders of record as of such date;

**WHEREAS**, Section 6(c) of the Trust Agreement provides that Section 1(i) of the Trust Agreement may only be modified, amended or deleted with the affirmative vote of sixty five percent (65%) or more of the then outstanding Class A ordinary shares, par value \$0.0001 per share (the “**Ordinary Shares**”) and Class B ordinary shares, par value \$0.0001 per share, of the Company (the “**Class B Ordinary Shares**”) voting together as a single class;

**WHEREAS**, pursuant to a special meeting of the shareholders of the Company held on the date hereof, sixty five percent (65%) of the then issued and outstanding Ordinary Shares and Class B ordinary shares, voting together as a single class, voted affirmatively to approve this Amendment Agreement;

**WHEREAS**, pursuant to a special meeting of the shareholders of the Company held on the date hereof, shareholders of the Company have passed a special resolution to amend the Company’s amended and restated memorandum and articles of association; and

**WHEREAS**, each of the Company and the Trustee desires to amend the Trust Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms contained in this Amendment Agreement, but not specifically defined in this Amendment, shall have the meanings ascribed to such terms in the Trust Agreement.

**2. Amendment to the Trust Agreement.** Effective as of the execution hereof, Section 1(i) of the Trust Agreement is hereby amended and restated in its entirety as follows:

“(i) Commence liquidation of the Trust Account only and promptly (x) after receipt of, and only in accordance with, the terms of a letter from the Company (“**Termination Letter**”) in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B, as applicable, signed on behalf of the Company by its Chief Executive Officer, Chief Financial Officer or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes, if any (less up to \$100,000 of interest to pay dissolution expenses), only as directed in the Termination Letter and the other documents referred to therein, or (y) upon May 1, 2023, if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes, if any, (less up to \$100,000 of interest to pay dissolution expenses), shall be distributed to the Public Shareholders of record as of such date. It is acknowledged and agreed that there should be no reduction in the principal amount per share initially deposited in the Trust Account;”

**3. No Further Amendment.** The parties hereto agree that except as provided in this Amendment Agreement, the Trust Agreement shall continue unmodified, in full force and effect and constitute legal and binding obligations of all parties thereto in accordance with its terms. This Amendment Agreement forms an integral and inseparable part of the Trust Agreement.

**4. References.** All references to the “**Trust Agreement**” (including “**hereof**,” “**herein**,” “**hereunder**,” “**hereby**” and “**this Agreement**”) in the Trust Agreement shall refer to the Trust Agreement as amended by this Amendment Agreement. Notwithstanding the foregoing, references to the date of the Trust Agreement (as amended hereby) and references in the Trust Agreement to “**the date hereof**” and terms of similar import shall in all instances continue to refer to February 23, 2021.

**5. Governing Law and Jurisdiction.** This Amendment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, State of New York, for purposes of resolving any disputes hereunder. AS TO ANY CLAIM, CROSS-CLAIM OR COUNTERCLAIM IN ANY WAY RELATING TO THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY.

**6. Counterparts.** This Amendment Agreement may be executed in several original or facsimile counterparts, each of which shall constitute an original, and together shall constitute but one instrument.

**7. Other Miscellaneous Terms.** The provisions of Sections 6(e) and 6(i) of the Trust Agreement shall apply *mutatis mutandis* to this Amendment Agreement, as if set forth in full herein.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**CONTINENTAL STOCK TRANSFER &  
TRUST**

**COMPANY, as Trustee**

By: /s/ Francis Wolf  
Name: Francis Wolf  
Title: Vice President

**TAILWIND INTERNATIONAL  
ACQUISITION CORP.**

By: /s/ Philip Krim  
Name: Philip Krim  
Title: Chief Executive Officer and Chief Financial Officer

*[Signature Page to the Amendment to Investment Management Trust Agreement]*

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