

**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) June 3, 2019 (May 29, 2019)

Bandwidth Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38285
(Commission
File Number)

56-2242657
(IRS Employer
Identification No.)

900 Main Campus Drive
Raleigh, NC
(Address of principal executive offices)

27606
(Zip Code)

(800) 808-5150
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report.)

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

Title of each class

Class A Common Stock, par value \$0.001 per share

Trading Symbol(s)

BAND

Name of each exchange on which registered

NASDAQ Global Select Market

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))

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 May 29, 2019, Bandwidth Inc. (“Bandwidth”) entered into an amendment (the “Amendment”) to the Facilities Sharing Agreement, dated as of November 30, 2016 (as amended, the “Facilities Sharing Agreement”) with Republic Wireless, Inc. (“Republic Wireless”). The Facilities Sharing Agreement expires in 2022.

The Amendment reduces the amount of space that Bandwidth leases to Republic Wireless pursuant to the Facilities Sharing Agreement from 40,567 square feet to 17,073 square feet, effective as of June 9, 2019. The Amendment also reduces the rental payments due from Republic Wireless to Bandwidth in an amount proportionate to the reduction in the amount of space that Bandwidth leases to Republic Wireless pursuant to the Facilities Sharing Agreement.

In connection with the Amendment, Bandwidth also agreed to pay \$225,000 to Republic Wireless in consideration for Republic Wireless’ furniture, fixtures and equipment located in the space previously leased by Republic Wireless pursuant to the Facilities Sharing Agreement (the “FF&E Payment”). Bandwidth will make the FF&E Payment due to Republic Wireless no later than June 30, 2019. Republic Wireless delivered to Bandwidth a Bill of Sale with respect to the furniture, fixtures and equipment purchased by Bandwidth (the “Bill of Sale”).

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Amendment and the Bill of Sale.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Facilities Sharing Agreement, dated May 29, 2019
10.2	Bill of Sale, dated May 29, 2019

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.

BANDWIDTH INC.

Date: June 3, 2019

By: /s/ Jeffrey A. Hoffman

Name: Jeffrey A. Hoffman

Title: Chief Financial Officer

BANDWIDTH INC.
900 Main Campus Drive, Suite 100
Raleigh, North Carolina 27606

May 29, 2019

Republic Wireless, Inc.
900 Main Campus Drive, Suite 300
Raleigh, North Carolina 27606
Attention: Legal Department

Re: Amendment to Facilities Sharing Agreement (the "Amendment")

Ladies and Gentlemen:

Bandwidth Inc., a Delaware corporation formerly known as "Bandwidth.com, Inc." ("Bandwidth or "Provider") and Republic Wireless, Inc., a Delaware corporation ("Republic Wireless") are parties to a Facilities Sharing Agreement, dated as of November 30, 2016 (as amended, the "Facilities Sharing Agreement"). Pursuant to Section 4(vi) of the Facilities Sharing Agreement, Bandwidth and Republic Wireless may amend the Facilities Sharing Agreement in writing from time to time. Each of Bandwidth and Republic Wireless wish to amend the Facilities Sharing Agreement as provided in this Amendment. Capitalized terms not otherwise defined in this Amendment will be as defined in the Facilities Sharing Agreement.

A. Section 1 of the Facilities Sharing Agreement is hereby deleted and the following is inserted in lieu thereof:

Section 1. Use of Facilities. The Shared Facilities consist of: (A) through and until June 8, 2019, 40,657 square feet located on the Third Floor and Fourth Floor in the Premises, and (B) from and after June 9, 2019, 17,073 square feet located on the Third Floor in the Premises, each consisting of space for staff and common areas, including the main reception area, conference facilities, hallways, stairways, restrooms, kitchenettes, the employee cafeteria, the fitness area and parking facilities (collectively, the "Shared Facilities Space").

B. The first paragraph (inclusive of the table concluding the first paragraph) of Section 2 of the Facilities Sharing Agreement is hereby deleted and the following is inserted in lieu thereof:

Section 2. Sharing Fee. Republic Wireless will pay to Bandwidth a monthly fee (the "Sharing Fee"), by wire or intrabank transfer of funds or in such other manner as may be agreed upon by the parties, in advance on or before the first business day of each calendar month beginning with the first full calendar month following the date of the Spin-off, equal to (1) through and until the date that Republic Wireless occupies the 940 Main Campus Premises, (A) \$46,753.13 for the month commencing on December 1, 2016; and (B) \$46,905.45 for the month commencing on January 1, 2017 and each calendar month thereafter (or pro rated if less than a complete calendar month if Republic Wireless occupies the 940 Main Campus on any date other than the first calendar day of a month); and (2) each calendar month thereafter, the sum of (A) the monthly amounts set forth in the following table (or pro rated if less than a complete calendar month if Republic Wireless occupies the 940 Main Campus on any date other than the first calendar day of a month), which each is based upon the fair market rental rate per square foot, including parking facilities, for space comparable to the Shared Facilities in Raleigh, North Carolina, plus (B) one-twelfth (or pro rated if less than a complete calendar month) the Annual Allocation Expense (as defined below):

Month	Monthly Amount Due
1 – 30	See amounts previously paid
31	\$50,288.44
32 – 40	\$36,706.95
41	\$37,112.43
42 – 52	\$37,517.92
53	\$37,930.51
54 – 67	\$38,343.11
68	\$19,171.56

C. Effective as of the date of this Amendment, Bandwidth agrees to pay to Republic Wireless an amount equal to \$225,000.00 in consideration for Republic Wireless' furniture, fixtures and equipment located on the Fourth Floor as the date of this Amendment (the "Fourth Floor FF&E"), which Fourth Floor FF&E is more specifically described on Exhibit A attached hereto (the "Amendment Payment"). The Amendment Payment, which represents the fair market value of the Fourth Floor FF&E as of the date of this Amendment, will be due and payable by Bandwidth to Republic Wireless not later than June 30, 2019.

This Amendment does not supersede the terms and conditions of the Facilities Sharing Agreement, except to the extent expressly described herein.

(The remainder of this page is intentionally left blank.)

If the foregoing meets with your approval, kindly execute below and return a copy to the undersigned.

Very truly yours,

BANDWIDTH INC.

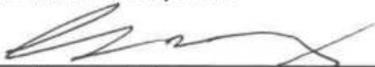
By:  _____

Name: v

Title: v

Accepted and agreed:

REPUBLIC WIRELESS, INC.

By:  _____
Name: Chris Chuang
Title: CEO

Acknowledged and consented to pursuant to the terms and conditions of the Office Lease, dated as of January 22, 2013, as amended:

WP PROPCO I, LLC

By: _____
Kate Urey, Managing Director

If the foregoing meets with your approval, kindly execute below and return a copy to the undersigned.

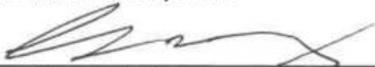
Very truly yours,

BANDWIDTH INC.

By: _____
Name:
Title:

Accepted and agreed:

REPUBLIC WIRELESS, INC.

By: 
Name: *Chris Chuang*
Title: *CEO*

Acknowledged and consented to pursuant to the terms and conditions of the Office Lease, dated as of January 22, 2013, as amended:

WP PROPCO I, LLC

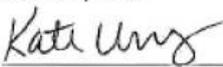
By: 
Kate Urey, Managing Director

EXHIBIT A
FOURTH FLOOR FF&E

BILL OF SALE

THIS BILL OF SALE is made effective the 29th day of May 2019, by Republic Wireless, Inc., a Delaware corporation ("Republic Wireless") to Bandwidth Inc., a Delaware corporation ("Bandwidth").

For \$225,000.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Republic Wireless has sold, assigned and transferred, and does hereby sell, assign and transfer, to Bandwidth the Fourth Floor FF&E (as defined in the Facilities Sharing Agreement, dated as of November 30, 2016, by and between Bandwidth and Republic Wireless, as amended) (the "Assets"), which Assets are more specifically described on Exhibit A attached hereto.

The Assets acquired by Bandwidth pursuant to this Bill of Sale mean and include all right, title and interest that Republic Wireless possesses therein. Republic Wireless has the right to transfer to Bandwidth all such right, title and interest therein to any and all of such Assets.

IN WITNESS WHEREOF, Republic Wireless has executed this Bill of Sale as of the date set forth above.

REPUBLIC WIRELESS, INC.

By: _____

Name: _____

Title: _____

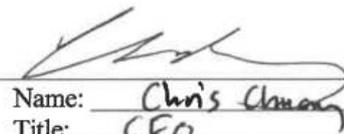

Chris Clancy
CEO

EXHIBIT A
ASSETS

