

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): December 15, 2022

Simon Property Group Acquisition Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-40084
(Commission
File Number)

85-4374563
(I.R.S. Employer
Identification Number)

225 West Washington Street
Indianapolis, IN
(Address of principal executive offices)

46204
(Zip Code)

(317) 636-1600
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 share of Class A common stock, \$0.0001 par value, and one-fifth of one redeemable warrant	SPGS.U	New York Stock Exchange
Shares of Class A common stock	SPGS	New York Stock Exchange
Redeemable warrants included as part of the units, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$11.50		OTC

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.

The information set forth in Item 3.03 of this Current Report on Form 8-K related to the Trust Agreement Amendment (as defined below) is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 8.01 of this Current Report on Form 8-K is incorporated herein by reference.

At the special meeting of the stockholders of Simon Property Group Acquisition Holdings, Inc. (the “Company”) held on December 15, 2022 (the “Special Meeting”), stockholders of the Company (the “Stockholders”) approved (i) an amendment to the Company’s amended and restated certificate of incorporation (the “Charter”) to eliminate from the Charter the limitation that the Company may not redeem shares of its Class A common stock (the “Class A Common Stock”) sold in the Company’s initial public offering (the “IPO”) to the extent that such redemption would result in the Company having net tangible assets of less than \$5,000,001 (the “Redemption Limitation”), in order to allow the Company to redeem such shares irrespective of the Redemption Limitation; (the “First Charter Amendment”) (ii) an amendment to the Charter (the “Second Charter Amendment”) to change the date by which the Company must consummate a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination from February 18, 2023 (the “Original Termination Date”) to December 16, 2022 (the “Amended Termination Date”); and (iii) an amendment to the Investment Management Trust Agreement, dated February 18, 2021, (the “Trust Agreement Amendment”) by and between the Company and Continental Stock Transfer & Trust Company (“Continental”), to change the date on which Continental must commence liquidation of the trust account established in connection with the IPO to the Amended Termination Date.

The Company filed each of the First Charter Amendment and the Second Charter Amendment with the Secretary of State of the State of Delaware on December 15, 2022. The foregoing descriptions of the amendments to the Charter and the Trust Agreement Amendment do not purport to be complete and are qualified in their entirety by reference to Exhibits 3.1, 3.2 and 10.1, respectively, which are incorporated herein by reference.

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

At the Special Meeting, a total of 35,705,719 (82.80%) of the Company’s issued and outstanding common stock (the “Common Stock”) held of record at the close of business on November 23, 2022, the record date for the Special Meeting, were represented by proxy, which constituted a quorum. The Stockholders voted on the following proposals (collectively, the “Proposals”) at the Special Meeting, which are described in more detail in the definitive proxy statement of the Company filed with the Securities and Exchange Commission (the “SEC”) on November 25, 2022 (the “Proxy Statement”).

Proposal No. 1 - to adopt an amendment to the Charter as set forth in Annex A attached to the Proxy Statement to eliminate from the Charter the limitation that the Company may not redeem shares of its Class A Common Stock sold in the IPO to the extent that such redemption would result in the Company having net tangible assets (as defined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934) of less than \$5,000,001 in order to allow the Company to redeem such shares irrespective of the Redemption Limitation.

For	Against	Abstain	Broker Non-Votes
35,694,242	10,866	611	N/A

Proposal No. 2 - to adopt an amendment to the Charter as set forth in Annex B attached to the Proxy Statement to change the date by which the Company must consummate a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination from the Original Termination Date to the Amended Termination Date.

For	Against	Abstain	Broker Non-Votes
35,672,483	32,650	586	N/A

Proposal No. 3 - to amend the Trust Agreement in the form set forth in Annex C attached to the Proxy Statement to change the date on which Continental must commence liquidation of the trust account established in connection with the IPO to the Amended Termination Date.

For	Against	Abstain	Broker Non-Votes
35,671,838	32,550	1,331	N/A

As there were sufficient votes to approve the Proposals, the “Adjournment Proposal” described in the Proxy Statement was not presented to the Stockholders.

Item 8.01. Other Events

In connection with the approval and implementation of the First Charter Amendment, the holders of 33,729,927 shares of Class A Common Stock exercised their right to voluntarily redeem their shares for cash at a redemption price of approximately \$10.10 per share, for an aggregate redemption amount of approximately \$340.7 million, (the “Voluntary Redemption”). The Company expects to complete the Voluntary Redemption on or around December 19, 2022. Following such redemptions, 770,073 shares of Class A Common Stock are expected to remain outstanding, which shares will be subject to the Mandatory Redemption (as defined below).

Since the Proposals were approved, and because the Company will not be able to complete an initial business combination by the Amended Termination Date, the Company will be obligated to redeem all issued and outstanding Class A Common Stock issued in the IPO as promptly as reasonably possible but no more than ten business days after the Amended Termination Date (the “Mandatory Redemption”) and the Company’s warrants will expire worthless. The Company expects to complete the Mandatory Redemption on or around December 21, 2022, at a per-share redemption price of approximately \$10.00.

The Company expects that the last day of trading of the Company’s Class A Common Stock and its Units on the New York Stock Exchange (“NYSE”) will be December 15, 2022, following which the Company expects that the NYSE will file a Form 25 with the SEC to delist its securities on or about December 15, 2022. The Company thereafter expects to file a Form 15 with the SEC to terminate the registration of its securities under the Securities and Exchange Act of 1934, as amended.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description of Exhibit
3.1	First Amendment to the Company’s Amended and Restated Certificate of Incorporation
3.2	Second Amendment to the Company’s Amended and Restated Certificate of Incorporation
10.1	Amendment to the Investment Management Trust Agreement, dated February 18, 2021, by and between the Company and Continental Stock Transfer & Trust Company.
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: December 15, 2022

SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.

By: /s/ Steven E. Fivel

Name: Steven E. Fivel

Title: Secretary

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.**

Simon Property Group Acquisition Holdings, Inc. (the “Corporation”), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the “DGCL”), DOES HEREBY CERTIFY THAT:

1. Article IX of the certificate of incorporation of the Corporation as heretofore in effect is hereby amended as set forth below:

a. Article IX, Section 9.2(a) is replaced in its entirety with the following:

Prior to the consummation of the initial Business Combination, the Corporation shall provide all holders of Offering Shares with the opportunity to have their Offering Shares redeemed (irrespective of whether they voted in favor or against the Business Combination) pursuant to, and subject to the limitations of, Sections 9.2(b) and 9.2(c) hereof (such rights of such holders to have their Offering Shares redeemed pursuant to such Sections, the “Redemption Rights”) for cash equal to the applicable redemption price per share determined in accordance with Section 9.2(b) hereof (the “Redemption Price”). Notwithstanding anything to the contrary contained in this Amended and Restated Certificate, there shall be no Redemption Rights or liquidating distributions with respect to any warrant issued pursuant to the Offering.

b. Article IX, Section 9.2(b) is replaced in its entirety with the following:

If the Corporation offers to redeem the Offering Shares other than in conjunction with a stockholder vote on an initial Business Combination with a proxy solicitation pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) (or any successor rules or regulations) and filing proxy materials with the Securities and Exchange Commission (the “SEC”), the Corporation shall offer to redeem the Offering Shares in connection with the initial Business Combination, subject to lawfully available funds therefor, in accordance with the provisions of Section 9.2(a) hereof pursuant to a tender offer in accordance with Rule 13e-4 and Regulation 14E under the Exchange Act (or any successor rule or regulation) (such rules and regulations hereinafter called the “Tender Offer Rules”) which it shall commence prior to the consummation of the initial Business Combination and shall file tender offer documents with the SEC prior to the consummation of the initial Business Combination that contain substantially the same financial and other information about the initial Business Combination and the Redemption Rights as is required under Regulation 14A under the Exchange Act (or any successor rule or regulation) (such rules and regulations hereinafter called the “Proxy Solicitation Rules”), even if such information is not required under the Tender Offer Rules. If a stockholder vote is required by law to approve the proposed initial Business Combination, or the Corporation decides to submit the proposed initial Business Combination to the stockholders for their approval for business or other legal reasons, the Corporation shall offer to redeem the Offering Shares, subject to lawfully available funds therefor, in accordance with the provisions of Section 9.2(a) hereof in conjunction with a proxy solicitation pursuant to the Proxy Solicitation Rules (and not the Tender Offer Rules) at a price per share equal to the Redemption Price calculated in accordance with the following provisions of this Section 9.2(b). In the event that the Corporation offers to redeem the Offering Shares pursuant to a tender offer in accordance with the Tender Offer Rules, the Redemption Price per share of the Common Stock payable to holders of the Offering Shares tendering their Offering Shares pursuant to such tender offer shall be equal to the quotient obtained by dividing: (i) the aggregate amount on deposit in the Trust Account as of two business days prior to the consummation of the initial Business Combination, including interest not previously released to the Corporation as Permitted Withdrawals, by (ii) the total number of then outstanding Offering Shares. If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on the proposed initial Business Combination pursuant to a proxy solicitation, the Redemption Price per share of the Common Stock payable to holders of the Offering Shares exercising their Redemption Rights (irrespective of whether they voted in favor or against the Business Combination) shall be equal to the quotient obtained by dividing (a) the aggregate amount on deposit in the Trust Account as of two business days prior to the consummation of the initial Business Combination, including interest not previously released to the Corporation as Permitted Withdrawals, by (b) the total number of then outstanding Offering Shares. In the event that the Business Combination is not consummated, any shares tendered or delivered for redemption or repurchase shall be returned to relevant holders.

c. Article IX, Section 9.2(e) is replaced in its entirety with the following:

If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on an initial Business Combination, the Corporation shall consummate the proposed initial Business Combination only if such initial Business Combination is approved by the affirmative vote of the holders of a majority of the shares of the Common Stock that are voted at a stockholder meeting held to consider such initial Business Combination (or such other vote as the applicable law or stock exchange rules then in effect may require).

d. Article IX, Section 9.2(f) is replaced in its entirety with the following:

[Reserved]

e. Article IX, Section 9.7 is replaced in its entirety with the following:

Additional Redemption Rights. If, in accordance with Section 9.1(a), any amendment is made to this Certificate of Incorporation to modify the substance or timing of the Corporation's obligation to provide for the redemption of the Offering Shares in connection with an initial Business Combination or to redeem 100% of the Offering Shares if the Corporation has not consummated an initial Business Combination within the Completion Window or with respect to any other material provisions of this Certificate of Incorporation relating to the stockholder's rights or pre-initial Business Combination Activity, the Public Stockholders shall be provided with the opportunity to redeem their Offering Shares upon the approval 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 (net of amounts withdrawn as Permitted Withdrawals), divided by the number of then outstanding Offering Shares.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer on this 15 day of December, 2022.

SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.

By: /s/ Steven E. Fivel
Name: Steven E. Fivel
Title: Secretary

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.**

Simon Property Group Acquisition Holdings, Inc. (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), DOES HEREBY CERTIFY THAT:

1. Article IX, Section 9.1(b) of the amended and restated certificate of incorporation of the Corporation as heretofore in effect is hereby amended by deleting the words
"within 24 months from the closing of the Offering or such extended period, if any, as described in the Registration Statement"
that are set forth therein and replacing such words with
"by December 16, 2022".
2. The forgoing amendment was duly adopted in accordance with the provisions of Section 242 of the DGCL.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer on this 15 day of December, 2022.

SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.

By: /s/ Steven E. Fivel
Name: Steven E. Fivel
Title: Secretary

AMENDMENT TO INVESTMENT MANAGEMENT TRUST AGREEMENT

THIS AMENDMENT TO INVESTMENT MANAGEMENT TRUST AGREEMENT (this "**Amendment Agreement**"), dated as of December 15, 2022, is made by and between Simon Property Group Acquisition Holdings, Inc., a Delaware corporation (the "**Company**"), and Continental Stock Transfer & Trust Company, a New York corporation (the "**Trustee**"), and amends that certain Investment Management Trust Agreement, effective as of February 18, 2021 (the "**Trust Agreement**"), by and between the Company and the Trustee. Capitalized terms used but not defined in this Amendment Agreement have the meanings assigned to such terms in the Trust Agreement.

WHEREAS, Section 1(i) of the Trust Agreement provides that the Trustee is to liquidate the Trust Account and distribute the Property in the Trust Account, including interest not previously released to the Company to pay its franchise and income taxes (less up to \$100,000 of interest that may be released to the Company to pay dissolution expenses) (x) upon receipt of, and only in accordance with, the terms of a Termination Letter in a form substantially similar to that attached to the Trust Agreement as Exhibit A or Exhibit B, as applicable, 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 stockholders in accordance with the Company's amended and restated certificate of incorporation;

WHEREAS, Section 6 of the Trust Agreement provides that the Trust Agreement may only be amended by a writing signed by each of the Company and the Trustee with the Consent of the Stockholders; and

WHEREAS, at a meeting of the stockholders of the Company held on or about the date hereof (the "**Meeting**"), at least sixty five percent (65%) of the voting power of all then outstanding shares of the Common Stock and the Company's Class B common stock have voted to approve this Amendment Agreement;

WHEREAS, at the Meeting, the stockholders of the Company also voted to approve the second amendment of the Company's certificate of incorporation (the certificate of incorporation, as so amended, the "**Certificate**"); 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. Amendment to the Trust Agreement.

Effective as of the execution hereof, Section 1(i) of the Trust Agreement is hereby amended to replace the words "24 months after the closing of the Offering" with "December 16, 2022"

2. 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.

3. References.

(a) 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," "the date of this Trust Agreement" and terms of similar import shall in all instances continue to refer to February 18, 2021.

(b) All references to the "amended and restated certificate of incorporation" in the Trust Agreement (as amended by this Amendment Agreement) and terms of similar import shall mean the Certificate.

4. Governing Law; 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.

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

6. Other Miscellaneous Terms. The provisions of Sections 6(f), 6(h) and 6(j) 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

[Signature Page to Amendment to Investment Management Trust Agreement]

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.

SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.

By: /s/ Steven E. Fivel

Name: Steven E. Fivel

Title: Secretary

[Signature Page to Amendment to Investment Management Trust Agreement]

Effective as of the execution hereof, Exhibit B to the Trust Agreement is hereby amended and restated in its entirety as follows:

EXHIBIT B

Simon Property Group Acquisition Holdings, Inc.
225 West Washington Street
Indianapolis, IN 46204

December 15, 2022

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attn: Francis Wolf & Celeste Gonzalez

Re: Trust Account - Termination Letter

Dear Mr. Wolf and Ms. Gonzalez:

Pursuant to Section 1(i) of the Investment Management Trust Agreement between Simon Property Group Acquisition Holdings, Inc. (the "Company") and Continental Stock Transfer & Trust Company (the "Trustee"), dated as of February 18, 2021, 2021 (the "Trust Agreement"), this is to advise you that the Company has been unable to effect a Business Combination with a Target Business within the time frame specified in the Company's amended and restated Certificate of Incorporation, as described in the Company's Prospectus relating to the Offering. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to liquidate all of the assets in the Trust Account and to transfer the total proceeds into a segregated account held by you on behalf of the Beneficiaries to await distribution to the Public Stockholders. The Company has selected December 16, 2022 as the effective date for the purpose of determining when the Public Stockholders will be entitled to receive their share of the liquidation proceeds. You agree to be the Paying Agent of record and, in your separate capacity as Paying Agent, agree to distribute said funds directly to the Public Stockholders in accordance with the terms of the Trust Agreement and the amended and restated Certificate of Incorporation of the Company. Upon the distribution of all the funds, net of any payments necessary for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated, except to the extent otherwise provided in Section 1(i) of the Trust Agreement.

Very truly yours,

SIMON PROPERTY GROUP ACQUISITION HOLDINGS, INC.

By: _____
Name:
Title:

cc: Goldman Sachs & Co. LLC
