
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 5, 2017**

TUCOWS INC.
(Exact Name of Registrant Specified in Charter)

Pennsylvania
(State or Other
Jurisdiction of
Incorporation)

0-28284
(Commission File
Number)

23-2707366
(IRS Employer
Identification No.)

96 Mowat Avenue, Toronto, Ontario, Canada
(Address of Principal Executive Offices)

M6K 3M1
(Zip Code)

Registrant's telephone number, including area code: **(416) 535-0123**

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))

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 December 5, 2017, Tu cows Inc. (the “Company”) and its wholly owned subsidiaries, Tu cows.com Co., Ting Fiber, Inc., Ting Inc., Tu cows (Delaware) Inc. and Tu cows (Emerald), LLC (each, a “Borrower” and together, the “Borrowers,” collectively with the Company, “Tu cows”) entered into the Interim Amendment to First Amended and Restated Credit Agreement (the “Interim Amendment”), which amends that certain First Amended and Restated Credit Agreement, dated as of January 20, 2017 (the “Credit Agreement”), among the Company, the Borrowers, Bank of Montreal, as administrative agent (“BMO” or the “Administrative Agent”), and the lenders party thereto (collectively, the “Lenders”). The Interim Amendment provides that BMO and the Bank of Nova Scotia may establish corporate credit card facilities with the Borrowers and amends the definition of “Obligations” to include an aggregate amount of up to \$5,000,000 of the credit card facilities in the definition of Obligations.

The foregoing description of the Interim Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Interim Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference.

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

The information disclosed above in Item 1.01 is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Title</u>
10.1	Interim Amendment to First Amended and Restated Credit Agreement, dated as of December 5, 2017, by and among Tu cows.com Co., Ting Fiber, Inc., Ting Inc., Tu cows (Delaware) Inc., Tu cows (Emerald), LLC, as Borrowers, Tu cows Inc., as Guarantor, Bank of Montreal, as Administrative Agent, and Bank of Montreal, Royal Bank of Canada and The Bank of Nova Scotia, as Lenders.

EXHIBIT INDEX

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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.

Date: December 8, 2017

TUCOWS INC.

By: /s/ Davinder Singh

Name: Davinder Singh

Title: Chief Financial Officer

INTERIM AMENDMENT TO FIRST AMENDED AND RESTATED CREDIT AGREEMENT

This agreement dated as of December 5, 2017 is made among:

**TUCOWS.COM CO.
TING FIBER, INC.
TING INC.
TUCOWS (DELAWARE) INC. and
TUCOWS (EMERALD), LLC**
(as Borrowers)

- and -

TUCOWS INC.
(as a Guarantor)

- and -

THE LENDERS PARTY TO THIS AGREEMENT
(as Lenders)

- and -

BANK OF MONTREAL
as Administrative Agent

WHEREAS the undersigned are parties to the first amended and restated credit agreement dated January 20, 2017, as amended prior to the date hereof (the "**Credit Agreement**");

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Terms used herein as defined terms shall have the respective meanings ascribed thereto in the Credit Agreement, unless otherwise defined herein.
2. In Section 1.01 of the Credit Agreement the term "MasterCard Line" is hereby deleted.
3. The following defined term is hereby added to Section 1.01 of the Credit Agreement:

"BMO/BNS Credit Card Facilities" means credit facilities or lines of credit which may be established from time to time by Bank of Montreal and The Bank of Nova Scotia, respectively, for all or any of the Borrowers, under which the applicable Lender may in its sole discretion issue credit cards to the Companies' employees for corporate purposes, including purchasing supplies and funding miscellaneous business expenses.

4. The defined term "Obligations" in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

"Obligations" means, at any time and without duplication: (i) all direct and indirect, contingent and absolute indebtedness, obligations and liabilities of the Companies to the Agent and the Lenders (or if the context requires, to any Lender) under or in connection with this Agreement and the Loan Documents (specifically including for greater certainty all Guarantees provided hereunder) at such time, specifically including the Outstanding Advances, all accrued and unpaid Interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the Loan Documents; plus (ii) indebtedness outstanding under the BMO/BNS Credit Card Facilities at such time not in excess of the aggregate amount of Five Million Dollars (\$5,000,000) plus any accrued and unpaid interest thereon; plus (iii) the Hedging Obligations (if any) at such time; plus (v) any obligations under Service Agreements at such time; provided that if otherwise specified or required by the context, "Obligations" shall mean any portion of the foregoing.

5. The foregoing amendments shall also be reflected in the next formal amendment to the Credit Agreement.

6. This agreement shall be interpreted in accordance with the laws of the Province of Ontario. Without prejudice to the right of the Agent and the Lenders to commence any proceedings with respect to this agreement in any other proper jurisdiction, the parties hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

7. This agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same agreement. This agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

8. This agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any party with any other corporation.

[the remainder of this page is intentionally blank; signature pages follow]

IN WITNESS WHEREOF the parties hereto have executed this agreement.

TUCOWS INC.

By: /s/ Davinder Singh
name: Davinder Singh
title: CFO

TING FIBER, INC.

By: /s/ Davinder Singh
name: Davinder Singh
title: CFO

TUCOWS.COM CO.

By: /s/ Davinder Singh
name: Davinder Singh
title: CFO

TING INC.

By: /s/ Davinder Singh
name: Davinder Singh
title: CFO

TUCOWS (DELAWARE) INC.

By: /s/ Davinder Singh
name: Davinder Singh
title: CFO

TUCOWS (EMERALD), LLC
by its sole member, **TING FIBER, INC.**

By: /s/ Davinder Singh
name: Davinder Singh
title: CFO

[signatures continued on next page]

BANK OF MONTREAL, as Administrative Agent

By: /s/ Francois Wentzel
name: Francois Wentzel
title: Managing Director

By: /s/ Allen Benjamin
name: Allen Benjamin
title: Director, Loan Syndications

BANK OF MONTREAL, Chicago Branch, as a Lender

By: /s/ Randon Gardley
name: Randon Gardley
title: Vice President

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Mitch Gillingwater
name: Mitch Gillingwater
title: Director

By: /s/ Yvonne Bai
name: Yvonne Bai
title: Associate Director

BANK OF MONTREAL, as a Lender

By: /s/ Jennifer Holdsworth
name: Jennifer Holdsworth
title: Associate

By: /s/ Aditya Sapru
name: Aditya Sapru
title: Managing Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Brad W. Clarkson
name: Brad W. Clarkson
title: Authorized Signatory