

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 1, 2026**

NAUTICUS ROBOTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-40611

(Commission File Number)

87-1699753

(IRS Employer
Identification No.)

17146 Feathercraft Lane, Suite 450, Webster, TX 77598
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(281) 942-9069**

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
Common Stock	KITT	The Nasdaq Stock Market LLC
Warrants	KITTW	The Nasdaq Stock Market LLC

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

Third Amendment to the Term Loan Agreement

As previously disclosed by the Company in its filings with the SEC, pursuant to the terms of the Senior Secured Term Loan Agreement, dated as of September 18, 2023 (as amended, restated, amended and restated, restructured, supplemented, waived and/or otherwise modified from time to time, the “Term Loan Agreement”), by and among the Company, as borrower, the lenders from time to time party thereto (the “Lenders”) and ATW Special Situations Management LLC, as collateral agent (in such capacity, the “Collateral Agent”), the Lenders agreed to make Loans to the Company which Loans are convertible, in whole or in part, into shares of Common Stock of the Company at an initial Conversion Price of \$6.00 subject to adjustment from time to time as provided in the Term Loan Agreement. Pursuant to Section 25(c) of the Term Loan Agreement, the Term Loan Agreement, including the Conversion Price, may be amended with the written consent of the Company and the Required Lenders, and any amendment reducing the Conversion Price shall only be effective with respect to the Loan made by any Lender with the written consent of such Lender. On October 25, 2025, the Company entered into an Amendment Agreement to the Term Loan Agreement with each Lender, pursuant to which the conversion price was reduced to \$1.76 for the period ending on November 7, 2025. On May 11, 2026, the Company entered into a Second Amendment to the Term Loan Agreement with each Lender, pursuant to which the conversion price was reduced to \$2.20 for the period ending on May 21, 2026.

On June 1, 2026, the Company entered into a Third Amendment to the Term Loan Agreement (the “Third Amendment”) with each Lender, pursuant to which the conversion price was reduced to \$1.80 for the period ending on June 15, 2026.

The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is filed as Exhibit 10.1 hereto and is incorporated into this report by reference.

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

The information set forth under Item 1.01 of this Current Report is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	<u>Third Amendment, dated June 1, 2026, by and among Nauticus Robotics, Inc. and the lenders signatories thereto.</u>
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: June 1, 2026

Nauticus Robotics, Inc.

By: /s/ Michael A. Ferrier

Name: Michael A. Ferrier

Title: General Counsel

THIRD AMENDMENT TO TERM LOAN AGREEMENT

This Third Amendment to Term Loan Agreement (this “**Amendment**”) is entered into as June 1, 2026 (the “**Effective Date**”), by and among Nauticus Robotics, Inc. (“**Company**”) and the undersigned Lender (“**Lender**”). Company and Lender are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

A. The Parties are party to that Senior Secured Term Loan Agreement, dated as of September 18, 2023 by and among the Company, ATW Special Situations Management LLC, as collateral agent, and the lenders (including the Lender) (collectively, the “**Lenders**”) from time to time party thereto (as amended, restated, amended and restated, restructured, supplemented, waived and/or otherwise modified from time to time, the “**Loan Agreement**”);

B. The Conversion Price under the Loan Agreement has been adjusted as provided in the Loan Agreement to account for the reverse stock splits effective July 18, 2024, September 5, 2025 and April 21, 2026, respectively, and the Conversion Price is \$15,552.00 as of the date hereof;

C. Pursuant to Section 25(c) of the Loan Agreement, the Loan Agreement may be amended with the written consent of the Company and the Required Lenders (as defined in the Loan Agreement), and any amendment reducing the Conversion Price shall only be effective with respect to the Loan made by any lender with the written consent of such lender;

D. The Parties have agreed, subject to the terms, amendments, conditions and understandings expressed in this Amendment, to reduce the Conversion Price for a limited period of time on and subject to the terms hereof; and

E. Concurrently herewith, each other Lender has had the opportunity to execute an amendment to the Loan Agreement in the form of this Amendment (each, an “**Other Amendment**”, and together with this Amendment, the “**Amendments**”) where the signature page of each Lender hereto contains the outstanding balance of principal and interest on the respective Lender’s Term Loan Commitment (the “**Outstanding Balance**”) and the Company desires to obtain the consent of all of the Lenders to the Amendments (such time as the Company and the Required Lenders shall have, severally, executed Amendments, the “**Effective Time**”).

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

1. Recitals. Each of the Parties acknowledges and agrees that the recitals set forth above in this Amendment are true and accurate and are hereby incorporated into and made a part of this Amendment.

2. Defined Terms. Capitalized terms used but not defined herein shall have their respective meanings in the Loan Agreement.

3. Conversion Price. Effective as of the Effective Time, the Conversion Price of the Loan is hereby reduced to \$1.80 for the period commencing on the Effective Date and ending on June 15, 2026.

4. Trading Volume Limitations. Effective as of the Effective Time, and thereafter, until June 15, 2026, the Lender hereby agrees not to sell any Conversion Shares during any given Trading Day in an amount in excess of 10% of the average daily trading volume of the Common Stock over the 10 Trading Days immediately preceding such Trading Day, as reported by Bloomberg, LP.

5. Other Terms Unchanged. The Note, as amended by this Amendment as of the Effective Time, remains and continues in full force and effect, constitutes legal, valid, and binding obligations of each of the Parties, and is in all respects agreed to, ratified, and confirmed. Any reference to the Note after the Effective Time is deemed to be a reference to the Note as amended by this Amendment. If there is a conflict between the terms of this Amendment and the Note, the terms of this Amendment shall control. No forbearance or waiver may be implied by this Amendment. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment to, any right, power, or remedy of Lender under the Note, as in effect prior to the date hereof.

6. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Further Assurances. Each Party shall do and perform or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Amendment and the consummation of the transactions contemplated hereby.

8. Disclosure of Transactions and Other Material Information. The Company shall, on or before 9:30 a.m., New York time, on the first Business Day after the date of this Agreement, file a Current Report on Form 8-K, describing all the material terms of the transactions contemplated by this Amendment in the form required by the 1934 Act, and attaching this Amendment (including all attachments, the “**8-K Filing**”). From and after the 8-K Filing, the Company shall have disclosed all material, non-public information (if any) delivered to the Lender by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Amendments. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Lender or any of its affiliates, on the other hand, shall terminate.

9. Independent Nature of Lender's Obligations and Rights. The obligations of the

Lender under this Amendment are several and not joint with the obligations of any Other Lender, and the Lender shall not be responsible in any way for the performance of the obligations of any Other Lender under any Other Amendment. Nothing contained herein or in any Other Amendment, and no action taken by the Lender pursuant hereto, shall be deemed to constitute the Lender and Other Lenders as, and the Company acknowledges that the Lender and the Other Lenders do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Lender and Other Lenders are in any way acting in concert or as a group, and the Company will not assert any such claim, with respect to such obligations or the transactions contemplated by this Amendment or any Other Amendment and the Company acknowledges that, to the best of its knowledge, the Lender and the Other Lenders are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Amendment or any Other Amendment. The Company and the Lender confirm that the Lender has independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. The Lender shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Amendment, and it shall not be necessary for any Other Lender to be joined as an additional party in any proceeding for such purpose.

10. Voting or Consent Right Waiver. [REDACTED] is not an “affiliate” (as that term is defined in Rule 144) of the Company. The undersigned hereby waives any stockholder voting or consent rights it may have from time to time in respect of more than 4.99% of the issued and outstanding shares of Common Stock.

11. Miscellaneous. Section 25 of the Loan Agreement (as amended hereby) is hereby incorporated by reference herein, mutatis mutandis.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

COMPANY:

NAUTICUS ROBOTICS, INC.

By: _____
Name: John W. Gibson, Jr.
Title: President and CEO

LENDERS:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature Page to Third Amendment to Term Loan Agreement]

