

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): **September 15, 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

Fifth 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 with each Lender, pursuant to which the conversion price was reduced to \$1.80 for the period ending on June 15, 2026. On August 12, 2026, the Company entered into a Fourth Amendment to the Term Loan Agreement (the “Fourth Amendment”) with each Lender, pursuant to which the conversion price was reduced to \$1.80 for the period ending on August 13, 2026.

Between September 15 and September 17, 2026, the Company entered into separate Fifth Amendments to the Term Loan Agreement with each Lender, each dated as of September 14, 2026 (collectively, the “Fifth Amendment”). The conditions to effectiveness of the Fifth Amendment were satisfied on September 17, 2026, including the required execution and delivery of the Collateral Agent Acknowledgment and Consent (the “Consent”). Pursuant to the Fifth Amendment, the Maturity Date was extended to January 31, 2028.

The foregoing description of the Fifth Amendment and the Consent does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which are filed as Exhibits 10.1 and 10.2, respectively, hereto and are 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.

Exhibit	Description
10.1	<u>Form of Fifth Amendment to Term Loan Agreement, by and among Nauticus Robotics, Inc. and the lenders signatories thereto.</u>
10.2	<u>Form of Collateral Agent Acknowledgment And Consent.</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: September 18, 2026

Nauticus Robotics, Inc.

By: /s/ Michael A. Ferrier

Name: Michael A. Ferrier

Title: General Counsel

FIFTH AMENDMENT TO SENIOR SECURED TERM LOAN AGREEMENT

This **FIFTH AMENDMENT TO SENIOR SECURED TERM LOAN AGREEMENT** (this “Amendment”), dated as of September 14, 2026 (the “Effective Date”), is entered into by and between **NAUTICUS ROBOTICS, INC.**, a Delaware corporation (the “Company”), and _____ (the “Lender”).

WHEREAS, the Company, the Lender, the other lenders from time to time party thereto (the “Other Lenders” and, together with the Lender, the “Lenders”), and ATW Special Situations Management LLC, as collateral agent (the “Collateral Agent”), are parties to that certain Senior Secured Term Loan Agreement, dated as of September 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time (the “Loan Agreement”));

WHEREAS, Section 25(c) of the Loan Agreement requires the consent of each Lender directly and adversely affected by an extension of the Maturity Date, and the Company is entering into a separate, substantially similar Fifth Amendment with each Other Lender (the “Other Lender Amendments”) and a separate Collateral Agent Acknowledgment and Consent with the Collateral Agent (the “Agent Consent” and, together with this Amendment and the Other Lender Amendments, the “Extension Documents”);

WHEREAS, under clause (a) of the existing formulation of the Maturity Date in the opening paragraph of the Loan Agreement, the third-anniversary date is September 18, 2026, subject to the earlier alternative maturity triggers in clauses (b) and (c) thereof;

WHEREAS, the Company and the Lender desire to establish January 31, 2028 as the Maturity Date for all outstanding Loans and to eliminate the alternative maturity triggers set forth in the opening paragraph of the Loan Agreement; and

WHEREAS, the Company and the Lender desire to acknowledge the extension and reaffirm the continuing effectiveness of the applicable Transaction Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Lender agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Amendment have the meanings assigned to them in the Loan Agreement.

2. **Extension of Maturity Date.** Notwithstanding the opening paragraph of the Loan Agreement, the definition of “Maturity Date” is hereby amended and restated in its entirety to mean January 31, 2028, and all references to the Maturity Date in the Loan Agreement and the other Transaction Documents shall refer to January 31, 2028. The Lender hereby consents, for purposes of Section 25(c) of the Loan Agreement, to the extension of the Maturity Date applicable to all Loans as set forth in the Extension Documents. For the avoidance of doubt, no event or date included in the prior formulation of the Maturity Date, including the alternative maturity triggers formerly set forth in clauses (b) and (c) of the opening paragraph of the Loan Agreement, shall cause the Loans to mature before January 31, 2028 solely by reason of having occurred or elapsed before the Effective Date.

3. **Limited Waiver of Maturity-Related Defaults.** Without admitting, and without this Amendment constituting an admission by any party, that an earlier Maturity Date, Default or Event of Default has occurred, the Lender waives any Default or Event of Default arising solely from the occurrence, before the Effective Date, of any date or event included in the definition of “Maturity Date” as in effect immediately prior to the Effective Date (the “Maturity Related Defaults”). For the avoidance of doubt, the Lender has not and shall not be deemed to have waived any of its rights and remedies against the Company for any

existing or future Defaults or Events of Default other than the Maturity Related Defaults, as waived pursuant to and in accordance with this Section 3.

4. No Extension Fee or Exit Fee. No consent fee, extension fee or other consideration is payable in connection with this Amendment. For the avoidance of doubt, but subject to the following sentence, no Exit Fee is or shall become due or payable on the Effective Date under Section 8 of the Loan Agreement as a result of or relating to this Amendment. Notwithstanding anything to the contrary in the Loan Agreement, this Amendment or any other Extension Document, the Exit Fees shall remain and be due and payable in full upon the earlier of (1) the Maturity Date (as amended by the Extension Documents) and (2) the date upon which all Obligations under the Loan Agreement are paid in full, and nothing in this Amendment or the other Extension Documents shall be deemed to be a waiver, termination, cancellation or discharge of the Exit Fees, including, without limitation, pursuant to clause (z) of the provision in Section 8 of the Loan Agreement.

5. Ratification; No Novation. Except as expressly modified by this Amendment, the Loan Agreement and each other Transaction Document remain unchanged and in full force and effect and are ratified and confirmed. This Amendment is a modification of the existing Obligations and not a novation, refinancing or repayment of any Loan. From and after the Effective Date, each reference in any Transaction Document to the "Loan Agreement," "this Agreement," "thereunder," "thereof" or words of like import referring to the Loan Agreement shall mean the Loan Agreement as modified by this Amendment.

6. Reaffirmation of Liens. The Company confirms that all liens and security interests granted under the Security Documents continue to secure the Obligations, as modified hereby, with the same priority and effect as immediately before the Effective Date.

7. Authority and Enforceability. Each party represents solely as to itself that (a) it has all requisite power and authority to execute and deliver this Amendment and perform its obligations hereunder, (b) its execution and delivery of this Amendment have been duly authorized, and (c) this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws and general principles of equity. No party makes any representation in this Amendment that no Default or Event of Default exists, except that no Default or Event of Default will arise solely from the execution and performance of this Amendment.

8. Effectiveness. This Amendment shall become effective only when (a) it has been executed and delivered by the Company and the Lender, (b) the Company has received an executed Other Lender Amendment from each Other Lender, (c) the Company and the Collateral Agent have executed and delivered the Agent Consent and (d) the Lender has received each Other Lender Amendment and the Agent Consent, each duly executed by all parties thereto. Each Extension Document shall have the same Effective Date, and no Extension Document shall become effective unless all of the foregoing conditions have been satisfied.

9. Disclosure of Transactions and Other Material Information. The Company shall, within the time required by applicable law, file a Current Report on Form 8-K describing the material terms of this Amendment and attaching this Amendment as an exhibit, in each case to the extent required by the Securities Exchange Act of 1934, as amended. From and after that filing, the Company shall have publicly disclosed all material, nonpublic information, if any, provided to the Lender in connection with this Amendment. From and after such filing, the Lender shall have no duty of confidentiality to the Company with respect to any information provided to the Lender in connection with this Amendment.

10. Other Lender Amendments. Each Other Lender Amendment is in substantially the same form and substance as this Amendment. Neither the Company nor any of its Affiliates, nor any person acting on behalf of the Company or any of its Affiliates, (i) has provided, agreed to provide or will provide any consideration, rights or benefits to the Collateral Agent, any Other Lender or any of their respective Affiliates that are not being provided to the Lender hereunder in connection with this Amendment, the

Other Lender Amendments and the Agent Consent, (ii) has entered into or will enter into any side letter or, other than the Other Lender Amendments and the Agent Consent, any other agreement, understanding or arrangement with the Collateral Agent, any Other Lender or any their respective Affiliates in connection with the Company entering into this Amendment, the Other Lender Amendments and the Agent Consent and (iii) will amend or otherwise modify any Other Lender Amendment or the Agent Consent.

11. **Miscellaneous.** The provisions of Section 25 of the Loan Agreement are incorporated into this Amendment, mutatis mutandis. This Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically or by PDF shall be effective as originals. If any provision of this Amendment is invalid or unenforceable, the remaining provisions shall not be affected. This Amendment is governed by the internal laws of the State of New York, without regard to conflicts-of-law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Lender have executed this Amendment as of the Effective Date.

NAUTICUS ROBOTICS, INC.

By: _____

Name: John W. Gibson, Jr.

Title: President & CEO

By: _____

Name: _____

Title: _____

**COLLATERAL AGENT ACKNOWLEDGMENT AND CONSENT
TO FIFTH AMENDMENT TO SENIOR SECURED TERM LOAN AGREEMENT**

This **COLLATERAL AGENT ACKNOWLEDGMENT AND CONSENT** (this “Consent”), dated as of September 9, 2026 (the “Effective Date”), is entered into by and between **NAUTICUS ROBOTICS, INC.**, a Delaware corporation (the “Company”), and _____, solely in its capacity as collateral agent (the “Collateral Agent”).

WHEREAS, the Company, the lenders from time to time party thereto (the “Lenders”), and the Collateral Agent are parties to that certain Senior Secured Term Loan Agreement, dated as of September 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, (the “Loan Agreement”);

WHEREAS, the Company is entering into separate, substantially similar Fifth Amendments to the Loan Agreement with each of _____ (collectively, the “Lender Amendments”), pursuant to which the Maturity Date applicable to all Loans will be extended to January 31, 2028 and certain maturity-related Defaults or Events of Default will be waived;

WHEREAS, Section 25(c) of the Loan Agreement requires the Collateral Agent’s consent to any amendment, waiver or consent that alters its rights or obligations;

WHEREAS, the Collateral Agent wishes to acknowledge and consent to the Lender Amendments and the transactions contemplated thereby, subject to the terms of this Consent;

WHEREAS, the Company and the Collateral Agent intend that this Consent and all of the Lender Amendments become effective concurrently as a single coordinated transaction (collectively, the “Extension Documents”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Collateral Agent agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Consent have the meanings assigned to them in the Loan Agreement.

2. **Acknowledgment and Consent.** The Collateral Agent acknowledges receipt of each Lender Amendment and consents to the execution, delivery and performance thereof and to the amendments, waivers and transactions contemplated thereby, including the extension of the Maturity Date applicable to all Loans to January 31, 2028. This Consent is given for all purposes under Section 25(c) of the Loan Agreement.

3. **Reaffirmation of Liens; Capacity.** Except as modified by the Extension Documents, the Company confirms that all liens and security interests granted under the Security Documents continue in full force and effect and secure the Obligations under the Loan Agreement and the other Transaction Documents. The Collateral Agent executes this Consent solely in its capacity as Collateral Agent. Nothing in this Consent expands the duties, obligations or liabilities of the Collateral Agent beyond those set forth in the Loan Agreement and the other Transaction Documents.

4. **No Fee.** No consent fee, extension fee or other consideration is payable on the Effective Date to the Collateral Agent in connection with this Consent or the transactions contemplated by the Extension Documents. Notwithstanding anything to the contrary in the Loan Agreement or Lender Amendments, the Exit Fees shall remain and be due and payable in full upon the earlier of (1) the Maturity Date (as amended by the Extension Documents) and (2) the date upon which all Obligations under the Loan Agreement are paid in full, and nothing in the Lender Amendments or the other Extension Documents

shall be deemed to be a waiver, termination, cancellation or discharge of the Exit Fees, including, without limitation, pursuant to clause (z) of the proviso in Section 8 of the Loan Agreement.

5. Authority and Enforceability. Each party represents solely as to itself that (a) it has all requisite power and authority to execute and deliver this Consent and to perform its obligations hereunder, (b) its execution, delivery and performance of this Consent have been duly authorized, and (c) this Consent constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws and general principles of equity.

6. Effectiveness. This Consent shall become effective only when (a) it has been executed and delivered by the Company and the Collateral Agent (b) the Company has received an executed Lender Amendment from each Lender, (c) the Company and the Collateral Agent have executed and delivered this Consent, and (d) the Collateral Agent has received each Lender Amendment and this Consent, each duly executed by all parties thereto. Each Extension Document and this Consent shall have the same Effective Date, and no Extension Document shall become effective unless all of the foregoing conditions have been satisfied.

7. Lender Amendments. Neither the Company nor any of its Affiliates, nor any person acting on behalf of the Company or any of its Affiliates, (i) has provided, agreed to provide or will provide any consideration, rights or benefits to the Collateral Agent, any Lender or any of their respective Affiliates that are not being provided to each of the other Lenders hereunder in connection with this Consent and the Lender Amendments, (ii) has entered into or will enter into any side letter or, other than the Lender Amendments and this Consent, any other agreement, understanding or arrangement with the Collateral Agent, any Lender or any their respective Affiliates in connection with the Company entering into this Consent and the Lender Amendments, and (iii) will amend or otherwise modify any Lender Amendment or this Consent.

8. Miscellaneous. The provisions of Section 25 of the Loan Agreement are incorporated into this Consent, mutatis mutandis, including the governing law provisions thereof. This Consent may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. If any provision of this Consent conflicts with the Loan Agreement, this Consent controls with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Collateral Agent have executed this Consent as of the Effective Date.

NAUTICUS ROBOTICS, INC.

By: _____

Name: John W. Gibson, Jr.

Title: President & CEO

By: _____

Name: _____

Title: _____

