

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 30, 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 **x**

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. **x**

Item 1.01 Entry into a Material Definitive Agreement

Sixth 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 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, extending the Maturity Date of the Term Loan Agreement to January 31, 2028.

On September 30, 2026, the Company entered into separate Sixth Amendments to the Term Loan Agreement (collectively the “Sixth Amendment”) with each Lender including the execution and delivery of a Collateral Agent Acknowledgment and Consent (the “Consent”), pursuant to which the conversion price was reduced to \$1.488 for the period ending on October 2, 2026.

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

Exhibit	Description
10.1	<u>Form of Sixth Amendment, dated September 30, 2026, by and among Nauticus Robotics, Inc. and the lender 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: October 1, 2026

Nauticus Robotics, Inc.

By: /s/ Michael A. Ferrier

Name: Michael A. Ferrier

Title: General Counsel

**SIXTH AMENDMENT TO SENIOR SECURED
TERM LOAN AGREEMENT**

This **SIXTH AMENDMENT TO SENIOR SECURED TERM LOAN AGREEMENT** (this “Amendment”), dated as of September 30, 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 _____, 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, 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, April 21, 2026, and September 25, 2026, respectively, and the Conversion Price is \$93,312.00 as of the date hereof;

WHEREAS, 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;

WHEREAS, the Company is entering into a separate, substantially similar Sixth 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, 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;

WHEREAS, 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”), 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”); and

WHEREAS, the Company and the Lender desire to acknowledge 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. **Conversion Price.** Effective as of the Effective Time, the Conversion Price of the Loans is hereby reduced to \$1.488 for the period commencing on the Effective Date and ending on October 2, 2026.
3. **Trading Volume Limitations.** Effective as of the Effective Time, and thereafter, until October 2, 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 adjusted for splits with all historical trading volumes adjusted to the share basis in effect on the applicable Trading Day), as reported by Bloomberg, LP.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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: /s/ John W. Gibson, Jr.

Name: John W. Gibson, Jr.

Title: President & CEO

By: _____

Name:

Title:

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

This **COLLATERAL AGENT ACKNOWLEDGMENT AND CONSENT** (this “Consent”), dated as of September 30, 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 Sixth Amendments to the Loan Agreement with each of _____ (collectively, the “Lender Amendments”), pursuant to which the Conversion Price set forth in the Loan Agreement will be temporarily reduced;

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 reduction of the Conversion Price to \$1.488 for the period commencing on the Effective Date and ending on October 2, 2026. 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. **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.

5. 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.

6. 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.

7. 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: /s/ John W. Gibson, Jr.

Name: John W. Gibson, Jr.

Title: President & CEO

By: _____

Name:

Title: _____

