

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

December 23, 2025
Date of Report (date of earliest event reported)

Momentum Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-39128
(Commission File Number)

84-1905538
(I.R.S. Employer Identification No.)

3901 N. First Street
San Jose, California
(Address of Principal Executive Offices)

95134
(Zip Code)

(650) 564-7820
Registrant's telephone number, including area code

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 (see General Instruction A.2. below):

- 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(g) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock	MNTS	The Nasdaq Stock Market LLC
Warrants	MNTSW	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*First Amendment to Equity Purchase Agreement*

On December 23, 2025 Momentus Inc. (“Momentus” or the “Company”) entered into a First Amendment to Equity Purchase Agreement (the “EPA Amendment”) with Yield Point NY LLC (“Yield Point”) to, among other things, amend the Equity Purchase Agreement dated September 25, 2025 by and between the Company and Yield Point.

The EPA Amendment, among other things, changes the purchase price of the Company’s Class A common stock, par value \$0.00001 per share (“Common Stock”), issuable upon the delivery of a put notice from a fixed price of \$1.24 per share to a variable price equal to 94% of the lowest trading price of the Common Stock reported during the three consecutive trading days commencing on the date the applicable put notice is delivered and amends the maximum amount of shares deliverable pursuant to a put exercise to the lesser of (a) 75% of the average daily trading volume as reported by The Nasdaq Stock Market LLC (“Nasdaq”) over the five trading days preceding the date the applicable put is delivered, (b) 25% of the trading volume as reported by Nasdaq on the date the put is delivered during the time between market opening and when the put is delivered, and (c) number of shares equal to the quotient (rounded up or down to the nearest whole number) obtained by dividing (x) 800,000 by (y) the last closing price as reported by Nasdaq on the date the put was delivered.

Except as amended, the remaining terms of the Equity Purchase Agreement remain in full force and effect.

The foregoing description of the amendment to the Equity Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the EPA Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

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

The disclosure contained in Item 1.01 of this Current Report is incorporated by reference in this Item 2.03.

Item 3.03 Material Modifications to the Rights of Security Holders

The information contained above in Item 1.01 of this Current Report on Form 8-K related to the securities issued to Yield Point is hereby incorporated by reference into this Item 3.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number Exhibit Description

[10.1](#) First Amendment to Equity Purchase Agreement, dated December 23, 2025, by and between Yield Point NY LLC and Momentus Inc.

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.

By: /s/ Lon Ensler
Name: Lon Ensler
Title: Chief Financial Officer

Dated: December 29, 2025

FIRST AMENDMENT TO EQUITY PURCHASE AGREEMENT

This First Amendment to Equity Purchase Agreement, dated as of December 23, 2025 (the "Amendment"), is entered into by and between Momentus Inc., a corporation incorporated in the State of Delaware (the "Company"), and Yield Point NY LLC, a New York limited liability company (the "Investor"). Each of the Company and the Investor may be referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

RECITALS

WHEREAS, the Company and the Investor entered into an Equity Purchase Agreement dated as of September 25, 2025 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to adjust the Purchase Price of the Put Shares on the terms and subject to the conditions set forth herein and to adjust the conditions precedent to the Investor's obligations thereunder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Defined Terms.

(a) The defined term "Maximum Put Amount" as set forth in Section 1.2 of the Agreement is hereby amended and restated in its entirety as follows:

"Maximum Put Amount" shall mean the lesser of (i) seventy-five percent (75%) of the Average Daily Trading Volume over the five (5) Trading Days preceding the applicable Put Date, (ii) twenty-five percent (25%) of the Trading Volume on the applicable Put Date during the time between market opening and when the Put is delivered, and (iii) number of shares equal to the quotient (rounded up or down to the nearest whole number) obtained by dividing (x) 800,000 (post split) by (y) the last closing price on the applicable Put Date (in each case to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction during the applicable period).

(b) The defined term "Purchase Price" as set forth in Section 1.2 of the Agreement is hereby amended and restated in its entirety as follows:

"Purchase Price" shall mean an amount equal to ninety-four percent (94%) of the lowest trade reported on the Principal Market during the Valuation Period.

(c) The defined term "Valuation Period" as set forth in Section 1.2 of the Agreement is hereby amended and restated in its entirety as follows:

"Valuation Period" shall mean the period of three (3) consecutive Trading Days commencing on the applicable Put Date when the applicable Put is sent, during which the Purchase Price of the Common Stock is set.

2. Puts. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.1 PUTS. Subject to the terms and conditions set forth herein (including, without limitation, the provisions of Article VII), the Company shall have the right, but not the obligation, to direct the Investor to process a Put to purchase Put Shares by its delivery to the Investor of a Put Notice from time to time during the Commitment Period; provided that, notwithstanding any other terms of this Agreement, in each instance, (i) the Put Shares are not more than the Maximum Put Amount for any Put; (ii) the aggregate Investment Amount of all Puts shall not exceed the Maximum Commitment Amount; (iii) at least one (1) Trading Day has elapsed since the most recent Closing Date of a Put; and (iv) all Common Stock resulting from prior submitted Put Notices for Puts has been delivered; provided however, the Investor's good faith estimate of the Maximum Put Amount, shall be the Maximum Put Amount for such Put. Notwithstanding the foregoing, the Company and the Investor may agree in respect of any Put that the amount of Put Shares in respect of such Put may exceed the applicable Maximum Put Amount. If the Company delivers a Put Notice for a number of Put Shares in excess of the Maximum Put Amount, then the number of Put Shares to be purchased under such Put Notice shall be deemed without any further action of the Company to be the Maximum Put Amount, and the Investor shall remain obligated to purchase the Maximum Put Amount with respect to such Put Notice.

3. SEC Documents. The Investor waives the timely filing of the Company's filing of its Form 10-Q with the SEC for the quarterly period ending September 30, 2025 as required by the Agreement and any other agreement between the Company and Investor.

4. Public Disclosure. The Company shall, by 9:30 a.m. (New York City time) on the Trading Day after the date of this Amendment, file a form 8-K with the Commission disclosing this agreement and attaching a copy hereof thereto. From and after the filing of the form 8-K, the Company represents to the Investor that it shall have publicly disclosed all material, non-public information delivered to Investor by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents. In addition, effective upon the filing of such 8-K, 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, employees, Affiliates or agents, on the one hand, and the Investor or any of its Affiliates on the other hand, shall terminate and be no further force or effect. The Company understands and confirms that Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

5. Effect of the Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the date hereof, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

6. Miscellaneous. This Amendment shall be governed by Article X of the Agreement.

****Signature Page Follows****

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

MOMENTUS, INC.

By /s/ John C. Rood

Name: John C. Rood

Title: Chief Executive Officer

YIELD POINT NY LLC

By /s/ Ari Kluger

Name: Ari Kluger

Title: Manager

**** Signature Page to First Amendment to Equity Purchase Agreement ****