

**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

November 30, 2024

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

On November 30, 2024, Momentus Inc. (“Momentus” or the “Company”) entered into amendments to two outstanding convertible note agreements with Space Infrastructures Ventures, LLC (“SIV”).

The amendments to the secured convertible promissory note dated October 24 2024, given by the Company in favor of SIV (as amended, the “October 2024 Convertible Note”) accelerated the borrowing date for the second tranche of \$1 million in principal amount to December 2, 2024, which borrowing date had previously been no earlier than December 22, 2024. Accordingly, the Company has now borrowed the full \$3 million in principal amount under the October 2024 Convertible Note.

The amendments also permitted SIV to reserve out of the proceeds of the second tranche under the October 2024 Convertible Note of approximately \$ 670 thousand , representing the amount of principal and interest due from the Company to SIV on December 1, 2024, under the secured convertible promissory note dated July 12, 2024 by the Company in favor of SIV (as amended, the “July 2024 Convertible Note” and, together with the October 2024 Convertible Note, the “Convertible Notes”).

The amendments to the Convertible Notes also provide SIV the option to convert all amounts outstanding under either Convertible Note into shares of the Company’s Class A common stock, par value \$0.00001 (the “Common Stock”) at any time. Previously, the July 2024 Convertible Note only permitted conversion of interest when and as due, while the October 2024 Convertible Note only permitted conversion of outstanding amounts when and as due. The amendments to the July 2024 Convertible Note also established a new conversion price of \$0.5715 with respect to the conversion of amounts outstanding under the July 2024 Convertible Note that were not previously convertible at the option of SIV. The conversion price of amounts outstanding under the October 2024 Convertible Note remained unchanged at \$0.5292.

In connection with the borrowing of the second tranche under the October 2024 Convertible Note, the Company issued to SIV warrants to purchase approximately 1.9 million shares of Common Stock with an exercise price of \$0.5292 per share, as originally required by the October 2024 Convertible Note.

The Company also agreed to register the resale by SIV of all of the shares of Common Stock issuable upon conversion of the Convertible Notes and the warrants issued to SIV.

The Convertible Notes and the warrants issued to SIV cannot be converted or exercised if it would cause the aggregate number of shares of Common Stock beneficially owned by SIV (together with its affiliates) to exceed 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the conversion or exercise, as applicable. By written notice, SIV may, with the agreement of the Company, from time to time increase or decrease this ownership limitation to any other percentage. Conversion of the Convertible Notes and exercise of the warrants by SIV is also subject to compliance with applicable Nasdaq rules, and if shareholder approval is required the Company will use commercially reasonable efforts to obtain such approval.

Except as amended, the remaining terms of the Convertible Notes remain in full force and effect.

The foregoing description of the amendments to the Convertible Notes does not purport to be complete and is qualified in its entirety by reference to the First Amendment to the July 2024 Convertible Note, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein, and the First Amendment to the October 2024 Convertible Note, a copy of which is filed as Exhibit 10.2 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 3.02 Unregistered Sales of Equity Securities

The information contained above in Item 1.01 of this Current Report on Form 8-K related to the warrants issued to SIV (the “Securities”) is hereby incorporated by reference into this Item 3.02. The Securities were sold without registration under the Securities Act of 1933, as amended (the “Securities Act”), in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act as a transaction not involving a public offering and Rule 506(c) of Regulation D promulgated under the Securities Act as sales to accredited investors and in reliance on similar exemptions under applicable state laws.

Item 3.03 Material Modification to Rights of Security Holders

On December 4, 2024, the Board of Directors (the “Board”) of Momentus approved a reverse stock split ratio of 1-for-14 for the reverse stock split approved by the stockholders of the Company on December 2, 2024. (the “Reverse Stock Split”). The Company has not yet established the effective date for the Reverse Stock Split, which will be announced in a future filing (the “Effective Date”). The Board has reserved the right to abandon the Reverse Stock Split at any time prior to the Effective Date.

Reason for the Reverse Stock Split

The Company is effecting the Reverse Stock Split to satisfy the \$1.00 minimum bid price requirement, as set forth in Listing Rule 5450(a)(1) (the “Minimum Bid Requirement”), for continued listing on the Nasdaq Stock Market LLC (“Nasdaq”) exchange. As previously disclosed on March 29, 2024, the Company received a letter from Nasdaq on March 27, 2024, indicating that for the then last thirty (30) consecutive business days, the Company was not in compliance with the Minimum Bid Requirement.

In accordance with Listing Rule 5810(c)(3)(A), the Company had a period of 180 calendar days, or until September 23, 2024, to regain compliance with the Minimum Bid Price Requirement. To regain compliance, the closing bid price of the Company’s Common Stock must be at least \$1.00 per share for a minimum of 10 consecutive business days as required under Nasdaq Listing Rule 5810(c)(3)(A) (unless the Nasdaq staff exercised its discretion to extend this 10-day period pursuant to Nasdaq Listing Rule 5810(c)(3)(H)) during the 180-day period prior to September 23, 2024. The Company did not regain compliance by September 23, 2024, and Nasdaq staff provided written notice to the Company that the Company’s securities are subject to delisting. The Company has appealed such delisting determination to a Nasdaq hearings panel. There can be no assurance that the appeal will be successful.

Effects of the Reverse Stock Split

Effective Date; Symbol; CUSIP Number. When the Reverse Stock Split becomes effective with Nasdaq and the Common Stock will begin trading on a split-adjusted basis at the open of business on the day following the Effective Date. In connection with the Reverse Stock Split, the CUSIP number for the Common Stock will change to 60879E309. The trading symbol for the Company, MNTS, will not be changed.

Split Adjustment; Treatment of Fractional Shares. On the Effective Date, the total number of shares of Common Stock held by each stockholder of the Company will be converted automatically into (i) the number of issued and outstanding shares of Common Stock held by each such stockholder immediately prior to the Reverse Stock Split divided by (ii) fourteen (14). Any fractional share of Common Stock that would otherwise result from the Reverse Stock Split will be rounded to a whole share and, as such, any stockholder who otherwise would have held a fractional share after giving effect to the Reverse Stock Split will instead hold one whole share of the post-Reverse Stock Split Common Stock after giving effect to the Reverse Stock Split. As a result, no fractional shares will be issued in connection with the Reverse Stock Split and no cash or other consideration will be paid in connection with any fractional shares that would otherwise have resulted from the Reverse Stock Split. The Company intends to treat stockholders holding shares of Common Stock in “street name” (that is, held through a bank, broker or other nominee) in the same manner as stockholders of record whose shares of Common Stock are registered in their names. Banks, brokers or other nominees will be instructed to effect the Reverse Stock Split for their beneficial holders holding shares of our Common Stock in “street name;” however, these banks, brokers or other nominees may apply their own specific procedures for processing the Reverse Stock Split.

Also on the Effective Date, all options, warrants and other convertible securities of the Company outstanding immediately prior to the Reverse Stock Split will be adjusted by dividing the number of shares of Common Stock

into which the options, warrants and other convertible securities are exercisable or convertible by 14 and multiplying the exercise or conversion price thereof by fourteen (14), all in accordance with the terms of the plans, agreements or arrangements governing such options, warrants and other convertible securities and subject to rounding to the nearest whole share. Such proportional adjustments will also be made to the number of shares and restricted stock units issued and issuable under the Company's equity compensation plan.

Certificated and Non-Certificated Shares. Stockholders who are holding their shares in electronic form at brokerage firms do not need to take any action, as the effect of the Reverse Stock Split will automatically be reflected in their brokerage accounts.

After the Reverse Stock Split becomes effective, stockholders holding paper certificates may (but are not required to) send the certificates to the Company's transfer agent and registrar, Continental Stock Transfer & Trust Company ("Continental") at the address set forth below. Continental will issue a new stock certificate reflecting the Reverse Stock Split to each requesting stockholder. Continental can be contacted at (212) 509-4000 and (800) 509-5586.

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004

Certificate of Amendment. The Company will effect the Reverse Stock Split pursuant to the Company's filing of a certificate of amendment to the Company's certificate of incorporation (the "Certificate") with the Delaware Secretary of State in accordance with Delaware Law.

Stockholder Approval. At the Company's Special Meeting held on December 2, 2024, the stockholders approved a proposal to grant the Board of Directors discretion to implement a reverse stock split in a range of one-for-five up to one-for-twenty. As such the Reverse Stock Split was approved in accordance with Delaware law.

Capitalization. As of November 29, 2024, there were 30,559,398 shares of Common Stock outstanding. As a result of the Reverse Stock Split, there will be approximately 2,182,814 shares of Common Stock outstanding (subject to adjustment due to the effect of rounding fractional shares into whole shares). The Reverse Stock Split will not have any effect on the stated par value of the Common Stock. The Total number of the Company's authorized shares of Common Stock and Preferred Stock shall not be affected by the foregoing.

Immediately after the Reverse Stock Split, each stockholder's relative ownership in the interest in the Company and proportional voting power will remain virtually unchanged except for minor changes and adjustments that will result from rounding fractional shares into whole shares.

Item 5.07 Submission of Matters to a Vote of Security Holders

A special meeting of stockholders (the "Special Meeting") of the Company was held on December 2, 2024. 8,998,561 shares of the Company's Common Stock (including shares represented by proxy) were present at the Special Meeting, representing approximately 35.2% of the shares of the Common Stock outstanding as of October 14, 2024, the record date for the Special Meeting, and a quorum.

Matters submitted to the stockholders and voted upon at the Special Meeting, which are more fully described in the Company's definitive proxy statement filed with the U.S. Securities and Exchange Commission on October 28, 2024, were (i) to authorize the Board to amend the Company's Second Amended and Restated Certificate of Incorporation, as amended, to effect the Reverse Stock Split of the Company's outstanding shares of Common Stock at a reverse stock split ratio in the range of one-for-five through one-for-twenty (the "Reverse Stock Split Proposal"), and (ii) to approve the postponement or adjournment of the Special Meeting if necessary or appropriate, to permit further solicitation and vote of proxies if there were insufficient votes to approve the Reverse Stock Split Proposal (the "Adjournment Proposal").

At the Special Meeting, the Company's stockholders approved the two proposals. The final results were as follows:

- (1) Approval of the Reverse Stock Split Proposal by the stockholders of the Company, voting as a single class:
-

<u>For</u>	<u>Against</u>	<u>Abstain</u>
7,856,674	1,061,221	80,666

(2) Approval of the Adjournment Proposal by the stockholders of the Company, voting as a single class:

<u>For</u>	<u>Against</u>	<u>Abstain</u>
7,859,546	1,037,362	101,653

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Exhibit Description
10.1	First Amendment to Secured Convertible Promissory Note, dated July 12, 2024, by and between Space Infrastructures Ventures, LLC and Momentus Inc.
10.2	First Amendment to Secured Convertible Promissory Note, dated October 24, 2024, by and between Space Infrastructures Ventures, 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.

Dated: December 5, 2024

By: /s/Paul Ney
Name: Paul Ney
Title: Chief Legal Officer

FIRST AMENDMENT TO SECURED CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, MOMENTUS INC. (the “Borrower”) and **SPACE INFRASTRUCTURES VENTURES, LLC** (the “Lender”) hereby enter into this First Amendment to Secured Convertible Promissory Note (this “First Amendment”) and agree to amend that certain Secured Convertible Promissory Note between Borrower and Lender dated July 12, 2024 (the “Original Issuance Date”), (together with all documents, instruments, and agreements entered into and/or delivered in connection therewith, the “Secured Note” or “Agreement”) as follows:

Section 1. The language of Section 6 of the Secured Note is hereby stricken and replaced with the following:

“6. Voluntary Prepayments. The Borrower shall have the right, upon five (5) days prior written notice to the Lender (which notice shall include a waiver by the Borrower of the Ownership Limitation (as defined below) but not the NASDAQ Condition or the CFIUS Condition (as defined below)), to repay all, but not less than all, Obligations outstanding under this Secured Note in full, in cash (subject to clause (b) of this paragraph), at any time prior to the Maturity Date subject to: (a) the Borrower paying the Lender a prepayment fee equal to ten percent (10%) of the outstanding Obligations due under this Secured Note on the date of the payment (the “Prepayment Fee”), or (b) if Lender elects within five (5) days of the Borrower’s notice of its intention to prepay under this provision, conversion of some or all of the outstanding Obligations into Common Stock in accordance with the terms of Section 13 of this Secured Note and the payment of cash in accordance with clause (a) of this paragraph of any balance of the value of the outstanding Obligations remaining after the conversion elected by the Lender. Any prepayments that do not include the Prepayment Fee shall be void.

Section 2. The language of the introductory paragraph to Section 13 and Section 13(a) of the Secured Note is hereby stricken and replaced with the following:

“Section 13. **Conversion.** Notwithstanding anything to the contrary in this Secured Note, unless and until shareholder approval of the issuance of Common Stock by the Borrower is obtained by the Borrower, the conversion of Obligations pursuant to this Secured Note shall be limited to the number of shares of Common Stock issuable upon conversion of this Secured Note and any other conversion or exercise of any other securities of the Borrower which would result in (i) the Lender’s beneficial ownership of Common Stock being at or below 19.99% of the Borrower’s outstanding shares on any date of determination (the “NASDAQ Condition”), and (ii) the Lender being in compliance with the CFIUS Condition.”

“(a) Optional Conversion. Subject to limitations on the number of shares to be issued as set forth in the CFIUS Condition and the NASDAQ Condition, notwithstanding anything to the contrary contained herein, in lieu of Borrower

making cash payments of principal and accrued interest due to the Lender pursuant to the terms of this Secured Note, for the Total Commitment Amount, the Lender, in its sole discretion, at any time or from time to time, may elect to convert some or all of the outstanding Obligations into that number of shares of Common Stock at a conversion price equal to the lower of (i) the most recent closing price of the Borrower's Common Stock as reported on Nasdaq as of Original Issuance Date or (ii) the five (5) day average closing price of the Borrower's Common Stock as reported on Nasdaq for the five (5) trading days immediately preceding the Original Issuance Date (such amount, acknowledged by the Parties to equal \$0.52908, the "Conversion Price"). The Lender shall provide a written notice to the Borrower of Lender's election to convert specifying the dollar amount of Obligations to be converted, and upon delivery of such notice to the Borrower the Lender shall be treated for all purposes as the record holder of such shares of Common Stock as of the date of the Lender's delivery to the Borrower of the applicable notice of election to convert.

Section 3. A new Section 13(c) of the Secured Note is hereby added to read as follows:

“(c) Notwithstanding anything to the contrary herein, the Borrower shall not effect any conversion of this Secured Note or of that certain Secured Convertible Promissory Note dated October 24, 2024, by Borrower in favor of the Lender, as amended (the "Second Secured Note"), or exercise any of the Class A Common Stock Purchase Warrants issued to the Lender pursuant to this Secured Note or the Second Secured Note (the "Warrants"), and the Lender shall not be entitled to convert this Secured Note or the Second Secured Note or exercise any of the Warrants for a number of shares of Common Stock in excess of that number of shares of common stock which, upon giving effect or immediately prior to such conversion, would cause the aggregate number of shares of Common Stock beneficially owned by the Lender, any of its "affiliates" (as such term is defined in Rule 144 under the Securities Act) ("Affiliate") and any natural persons or legal entities (each, a "Person") who are members of a Section 13(d) group with the Lender or its Affiliates to exceed 4.99% (the "Ownership Limitation") of the total number of issued and outstanding shares of Common Stock of the Borrower following such conversion or exercise. For purposes of this paragraph, beneficial ownership and whether a holder is a member of a Section 13(d) group shall be calculated and determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules promulgated thereunder. Upon the written request of the Lender, the Borrower shall within one (1) trading day confirm in writing or by electronic mail to the holder the number of shares of Common Stock then outstanding. By written notice to the Borrower, the Lender may, from time to time increase or decrease the Ownership Limitation to any other percentage, with agreement of the Borrower in the case of any decrease below 4.99% or increase above 9.99%; provided that any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Borrower. The provisions of this paragraph shall be construed and

implemented in a manner otherwise than in strict conformity with the terms of this Section 13(c) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 13(c) or to make changes or supplements necessary or desirable to properly give effect to such limitation.

Section 4. As soon as practicable, but in no event later than December 10, 2024, the Borrower shall file with the SEC a registration statement on Form S-1 (the “Registration Statement”) registering the resale by the Lender of all shares of Common Stock issuable from time to time upon (i) conversion of the Secured Note, (ii) conversion of that certain Secured Convertible Promissory Note dated October 24, 2024, by Borrower in favor of the Lender, as amended (the “Second Secured Note”), and (iii) exercise of the Class A Common Stock Purchase Warrants issued to the Lender pursuant to the Secured Note or Second Secured Note (the “Warrants”). The Company shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable and to keep such registration statement effective at all times until the later of (a) the Borrower no longer owns any shares of Common Stock issued upon conversion of the Secured Note or the Second Secured Note, or upon exercise of the Warrants, (b) the Borrower no longer has a right to convert any amounts owed under the Secured Note or the Second Secured Note into shares of Common Stock, and (c) the Warrants have all expired or been exercised in full. The Company shall prepare and make all required filings and submissions with the Nasdaq Stock Market LLC in connection with the shares registered under such Registration Statements. The Company shall take all actions necessary to list all shares of Common Stock covered by the Registration Statement on the Nasdaq Stock Market LLC, to have legends to removed once the Registration Statement is effective and otherwise enable such shares to be freely tradeable at all times.

Section 5. The Borrower and Lender hereby confirm that the Secured Note remains in full force and effect except as expressly provided herein, and all other terms and conditions of the Secured Note shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, this First Amendment to the Secured Note has been executed and delivered by its duly authorized representative as of November 30th, 2024.

BORROWER: MOMENTUS INC.

By: /s/ John Rood
Name: John Rood
Title: CEO

LENDER:

SPACE INFRASTRUCTURES VENTURES, LLC

By: /s/ Jose Alonso
Name: Jose Alonso
Title: CEO

FIRST AMENDMENT TO SECURED CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, MOMENTUS INC. (the “Borrower”) and **SPACE INFRASTRUCTURES VENTURES, LLC** (the “Lender”) hereby enter into this First Amendment to Secured Convertible Promissory Note (this “First Amendment”) and agree to amend that certain Secured Convertible Promissory Note between Borrower and Lender dated October 24, 2024 (the “Original Issuance Date”), (together with all documents, instruments, and agreements entered into and/or delivered in connection therewith, the “Secured Note” or “Agreement”) as follows:

Section 1. The language of Section 1 of the Secured Note is hereby stricken and replaced with the following:

“1. Principal Amount of Note. The principal amount of the loans committed by Lender to be extended pursuant to this Secured Note is \$3,000,000 (the “Total Commitment Amount”), which shall be made available to the Borrower in two tranches, subject to the prior satisfaction of all conditions to borrowing in this Secured Note, as follows: (a) \$2,000,000 of the Total Commitment Amount within one (1) Business Day (as defined below) of the execution of this Secured Note (the “First Loan”) and (b) \$1,000,000 of the Total Commitment Amount on one or more agreed dates between November 27, 2024 and December 1, 2024 (the “Second Loan”, together the “Loans”; each date on which the Borrower borrows a Loan (*i.e.*, receives Loan funds), a “Borrowing Date”). Any amounts repaid may not be re-borrowed.

The Borrower hereby agrees that Lender may reserve out of the Second Loan the amount of the principal and interest due by Borrower to Lender on December 1, 2024, pursuant to Section 3 of the Prior Secured Note as payment for such obligations under the Prior Secured Note, and that only the remaining balance of the Second Loan shall be delivered to the Borrower by wire transfer of immediately available funds.”

Section 2. The language of Section 4 of the Secured Note is hereby stricken and replaced with the following:

“4. Use of Proceeds. The Loans shall be used solely for the following purposes: (a) funding day-to-day working capital needs in the ordinary course of business, consistent with the Borrower’s practices prior to the date hereof; and (b) for general corporate purposes in the ordinary course of business, consistent with the Borrower’s practices prior to the date hereof; provided, however, that Lender may retain an amount of the Second Loan as contemplated by the last sentence of Section 1 of the Secured Note to apply toward and meet Borrower’s obligations

under the Prior Secured Note. Without the prior written consent of the Lender, the Borrower shall not use the Loans for any other purposes, including, without limitation, to (i) purchase the assets, outside the ordinary course of business, or equity of any other person or entity, (ii) extend financing to any person or entity, (iii) fund any capital expenditures in excess of \$100,000, (iv) repay any debts or obligations existing as of the date hereof other than in the ordinary course of business, and (v) invest in any person, entity or enterprise.”

Section 3. The language of Section 6 of the Secured Note is hereby stricken and replaced with the following:

“6. Voluntary Prepayments. The Borrower shall have the right, upon five (5) days prior written notice the Lender (which notice shall include a waiver by the Borrower of the Ownership Limitation (as defined below), but subject to the shareholder approval requirement in Section 13(g)), to repay all, but not less than all, Obligations outstanding under this Secured Note in full, in cash (subject to clause (b) of this paragraph), at any time prior to the Maturity Date subject to: (a) the Borrower paying the Lender a prepayment fee equal to ten percent (10%) of the outstanding Obligations due under this Secured Note on the date of the payment (the “Prepayment Fee”), or (b) if Lender elects within five (5) days of the Borrower’s notice of its intention to prepay under this provision, conversion of some or all of the outstanding Obligations into Common Stock in accordance with the terms of Section 13 of this Secured Note and the payment of cash in accordance with clause (a) of this paragraph of any balance of the value of the outstanding Obligations remaining after the conversion elected by the Lender. Any prepayments that do not include the Prepayment Fee shall be void.

Section 4. The language in the introductory paragraph of Section 13 and Sections 13(a), 13(f) and 13(h) of the Secured Note are hereby stricken and replaced with the following:

“Section 13. **Conversion.** Notwithstanding anything to the contrary in this Secured Note, unless and until shareholder approval of the issuance of Common Stock by the Borrower is obtained by the Borrower, the conversion of Obligations pursuant to this Secured Note shall be limited to the number of shares of Common Stock issuable upon conversion of this Secured Note and any other conversion or exercise of any other securities of the Borrower which would result in (i) the Lender’s beneficial ownership of Common Stock being at or below 19.99% of the Borrower’s outstanding shares on any date of determination (the “NASDAQ Condition”), and (ii) the Lender being in compliance with the CFIUS Condition.”

“(a) Optional Conversion. Notwithstanding anything to the contrary contained herein, in lieu of Borrower making cash payments of principal and accrued interest due to the Lender pursuant to the terms of this Secured Note, for

the Total Commitment Amount, the Lender, in its sole discretion, at any time or from time to time, may elect to convert some or all of the outstanding Obligations into that number of shares of Common Stock at a conversion price equal to the lower of (i) the most recent closing price of the Borrower's Common Stock as reported on Nasdaq as of the Original Issuance Date or (ii) the five (5) day average closing price of the Borrower's Common Stock as reported on Nasdaq for the five (5) trading days immediately preceding the Original Issuance Date (such amount, acknowledged by the Parties to equal \$0.5292, the "Conversion Price"). The Lender shall provide a written notice to the Borrower of Lender's election to convert specifying the dollar amount of Obligations to be converted, and upon delivery of such notice to the Borrower the Lender shall be treated for all purposes as the record holder of such shares of Common Stock as of the date of the Lender's delivery to the Borrower of the applicable notice of election to convert."

"(f) The Lender understands that the Common Stock issuable upon conversion of any Obligations has not been, and may not be, registered under the Securities Act or state securities laws by reason of specific exemptions from the registration provisions thereof which depend on, among other things, the bona fide nature of the investment intent and the accuracy of the Lender's representations as expressed herein. The Lender understands that any unregistered shares of Common Stock are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Lender must hold such shares of Common Stock indefinitely unless they are registered with the Securities and Exchange Commission ("SEC") and registered or qualified by state authorities, or an exemption from such registration and qualification requirements is available. Notwithstanding the foregoing, the Borrower agrees that Borrower will pursue in good faith, and submit to the SEC no later December 10, 2024 a registration statement covering the resale by Lender of the shares of Common Stock and warrant shares that Borrower receives or is entitled to receive under the terms of this Secured Note and the Prior Secured Note and any Class A Common Stock warrants issued to the Lender in connection with the Secured Note or Prior Secured Note. The Borrower shall provide a draft of such registration statement to Lender and its counsel at least five (5) days prior to the date registration statement is intended to be submitted, and use reasonable efforts to incorporate any comments from Lender and its counsel. Notwithstanding anything herein to the contrary, the Borrower shall not effect any conversion of this Secured Note or the Prior Secured Note or exercise any of the warrants, and the Lender shall not be entitled to convert this Secured Note or exercise any of the warrants, prior to effectiveness of such registration statement. Borrower shall pursue such registration on the same basis as the registration being effected for a purchaser of certain Borrower's securities under the Securities Purchase Agreement dated as of September 15, 2024, between Borrower and a purchaser of certain Borrower's securities (the "SPA"), and the Lender shall have the same rights and remedies as set forth in any agreement (including those filed with the SEC) with respect to

registration entered into between Borrower and a purchaser of certain Borrower's securities under the SPA, to the same extent as if such agreement and such rights and remedies were fully set forth herein. ”

“(h) Notwithstanding anything to the contrary herein, the Borrower shall not effect any conversion of this Secured Note or the Prior Secured Note or exercise any of the warrants that Borrower receives or is entitled to receive under the terms of this Secured Note or the Prior Secured Note, and the Lender shall not be entitled to convert this Secured Note or the Prior Secured Note or exercise any of the warrants that Borrower receives or is entitled to receive under the terms of this Secured Note or the Prior Secured Note for a number of shares of Common Stock in excess of that number of shares of common stock which, upon giving effect or immediately prior to such conversion, would cause the aggregate number of shares of Common Stock beneficially owned by the Lender, any of its “affiliates” (as such term is defined in Rule 144 under the Securities Act) (“Affiliate”) and any natural persons or legal entities (each, a “Person”) who are members of a Section 13(d) group with the Lender or its Affiliates to exceed 4.99% (the “Ownership Limitation”) of the total number of issued and outstanding shares of Common Stock of the Borrower following such conversion or exercise. For purposes of this paragraph, beneficial ownership and whether a holder is a member of a Section 13(d) group shall be calculated and determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules promulgated thereunder. Upon the written request of the Lender, the Borrower shall within one (1) trading day confirm in writing or by electronic mail to the holder the number of shares of Common Stock then outstanding. By written notice to the Borrower, the Lender may, from time to time increase or decrease the Ownership Limitation to any other percentage, with agreement of the Borrower in the case of any decrease below 4.99% or increase above 9.99%; provided that any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Borrower. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 13(h) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 13(h) or to make changes or supplements necessary or desirable to properly give effect to such limitation.”

Section 5. The following language is hereby added to Section 14 of the Secured Note as a new subsection 14(h):

“(h) The Borrower shall fail to:

- i) execute and deliver to Lender on or before December 3, 2024, an amendment to the Prior Secured Note substantially in the form attached

hereto providing that Lender may convert principal amounts into Momentus common stock pursuant to the conversion provisions thereof, including that (A) prior to satisfaction of the CFIUS Condition conversion is limited to no more than 9.99% of outstanding shares beneficially owned by the Lender, and (B) that should conversion of the Prior Secured Note cause the total number of shares beneficially owned by the Lender to be greater than 19.99% of the total outstanding shares, shareholder approval must be obtained before issuance of those shares as provided in Section 12 of this Secured Note, or

- ii) submit, no later December 10, 2024, for SEC review a registration statement on Form S-1 registering the resale of the shares of common stock to be issued upon conversion of the obligations pursuant to this Secured Note or pursuant to the Prior Secured Note, as well as the shares issuable upon exercise of each Warrant to purchase shares of Common Stock issued to Lender pursuant to this Secured Note or the Prior Secured Note (such registration statement, the "Registration Statement").
- iii) The Company shall prepare and make all required filings and submissions with the Nasdaq Stock Market LLC in connection with the amendment to the Secured Note, the amendment to the Prior Secured Notes and with respect to the listing of shares of Common Stock covered by the Registration Statements. The Company shall take all actions necessary to list all shares of Common Stock covered by the Registration Statement on the Nasdaq Stock Market LLC, to have legends to removed once the Registration Statement is effective and otherwise enable such shares to be freely tradeable at all times.

There shall be no cure period with respect to the occurrence of an Event of Default under this subsection 14(h)."

Section 6. The language of Section 21(f) of the Secured Note is hereby stricken and replaced with the following:

"(f) For the Second Loan, the Borrower shall have sent a written notice to the Lender setting forth where Lender should wire transfer the balance of the Second Loan funds, after the use of the Second Loan funds to pay Borrower's December 1, 2024, obligations under the Prior Secured Note."

Section 7. The Borrower agrees to promptly obtain and deliver to the Lender CUSIP numbers for the Secured Note and the Prior Secured Note.

Section 8. The Borrower covenants and agrees that on or prior to 8:00 A.M. Eastern Time on January 10, 2025 (the "Cleansing Date"), the Borrower shall make one or more public

disclosures by means of a (i) Form 8-K or other report with the Securities and Exchange Commission or (ii) a widely-disseminated press release through a newswire service of all material non-public information with respect to the Borrower, any of its subsidiaries or securities (collectively, “MNPI”) provided to the Lender on or prior to the date of this First Amendment. The Borrower hereby acknowledges and agrees that upon completion of the public disclosures contemplated in the prior sentence, which shall be no later than 8:00 A.M. Eastern Time on the Cleansing Date, the Lender (including its affiliates (as defined in Rule 405 of the Securities Act of 1933, as amended (“Rule 405”)), representatives, employees and related persons) shall be deemed to not be in possession of any MNPI (other than any Additional Information as defined below) as of 8:00 A.M. Eastern Time on the Cleansing Date and may rely on the foregoing acknowledgment and covenant of the Borrower in effecting transactions in securities of the Borrower commencing at 8:00 A.M. Eastern Time on the Cleansing Date. As of the date of this First Amendment, Lender (including its affiliates (as defined in Rule 405), representatives, employees and related persons, collectively, “Potential MNPI Recipients”) desires not to receive written or oral reports, notices, documentation or other information (collectively, “Information”) which the Borrower reasonably believes may contain MNPI, and the Borrower shall not provide such Information to the Potential MNPI Recipients. Notwithstanding the foregoing, the Lender may, upon written notice to the Borrower, change its election as to receiving material non-public information (generally or in respect of particular Information or categories thereof) (“Additional Information”), provided, that (a) such election shall not obligate the Borrower to provide any Additional Information to the Lender and (b) the Borrower shall be under no obligation to disclose such Additional Information on the Cleansing Date. The Borrower hereby acknowledges and agrees that the Potential MNPI Recipients are relying on the foregoing acknowledgment and covenant of the Borrower in effecting transactions in securities of the Borrower.

Section 9. The Borrower and Lender hereby confirm that the Secured Note remains in full force and effect as amended herein, and all other terms and conditions of the Secured Note shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, this First Amendment to the Secured Note has been executed and delivered by its duly authorized representative as of November 30th, 2024.

BORROWER: MOMENTUS INC.

By: /s/ John Rood
Name: John Rood
Title: CEO

LENDER:

SPACE INFRASTRUCTURES VENTURES, LLC

By: /s/ Jose Alonso
Name: Jose Alonso
Title: CEO