

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K/A**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

April 14, 2025  
Date of Report (date of earliest event reported)

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**Innventure, Inc.**  
(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction of  
incorporation or organization)

001-42303  
(Commission File Number)

93-4440048  
(I.R.S. Employer Identification Number)

6900 Tavistock Lakes Blvd, Suite 400  
Orlando, Florida 32827  
(Address of principal executive offices and zip code)  
(321) 209-6787  
(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:

- ☐ 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:

| <u>Title of each class</u>                 | <u>Trading Symbol</u> | <u>Name of each exchange on which registered</u> |
|--------------------------------------------|-----------------------|--------------------------------------------------|
| Common Stock, par value \$0.0001 per share | INV                   | The Nasdaq Stock Market, LLC                     |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

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.**

As previously disclosed in the Current Report on Form 8-K filed by Innventure, Inc., a Delaware corporation (the “Company”), with the Securities and Exchange Commission (the “SEC”) on March 26, 2025, the Company entered into a securities purchase agreement (the “Purchase Agreement”) with YA II PN, Ltd. (“Yorkville”), for the issuance and sale by the Company of convertible debentures (the “Convertible Debentures”) issuable in an aggregate principal amount of up to \$30,000,000, which Convertible Debentures will be convertible into shares of the Company’s common stock, par value \$0.0001 per share. On April 14, 2025, the Company issued a Convertible Debenture to Yorkville with an original principal amount of \$20,000,000 (the “First Convertible Debenture”). On May 15, 2025, the Company issued a Convertible Debenture to Yorkville with an original principal amount of \$10,000,000 (the “Second Convertible Debenture” and, together with the First Convertible Debenture, the “Debentures”).

On June 4, 2025, Yorkville and the Company entered into an amendment to the Debentures (the “Amendment”), pursuant to which the parties agreed to amend the definition of “Conversion Price” as set forth in Section 12(n) of the Debentures to add a price floor of \$2.00 to the definition of Conversion Price. The Conversion Price may be adjusted from time to time upon the occurrence of certain events pursuant to the other terms and conditions of the Debentures.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by the terms of the Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01 Exhibits and Financial Statements**

(d) Exhibits.

| Exhibit No. | Description of Exhibit                                       |
|-------------|--------------------------------------------------------------|
| 10.1        | <u>Amendment to the Debenture date June 4, 2025.</u>         |
| 104         | Cover Page Interactive Data File (formatted as Inline XBRL). |

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## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **INNVENTURE, INC.**

Date: June 4, 2025

By: /s/ David Yablunosky

Name: David Yablunosky

Title: Chief Financial Officer

## AMENDMENT TO CONVERTIBLE DEBENTURES

This Amendment to Convertible Debentures (this “Amendment” or “Agreement”) is entered into as of June 4, 2025 by and between INNVENTURE, INC. a company incorporated under the laws of the State of Delaware (the “Company”) and YA II PN, LTD., a Cayman Islands exempt limited company (the “Investor”), with reference to (i) that certain Convertible Debenture issued April 14, 2025 in an original principal amount of Twenty Million Dollars (\$20,00,000), and (ii) that certain Convertible Debenture issued May 15, 2025 in an original principal amount of Ten Million Dollars (\$10,00,000), each delivered by the Company to the Investor (collectively, the “Debentures”). Undefined terms herein have the same definitions set forth in the Debentures.

By this Amendment, the Company and the Investor have agreed to amend the Debentures on the following terms:

1. **Conversion Price.** The definition of “Conversion Price” as set forth in Section 12(n) of the Debentures shall be deleted in its entirety and replaced with the following:

12(n) “Conversion Price” means, as of any Conversion Date or other date of determination, \$10.00 per Common Share, provided that, on each of October 14, 2025 (the “First Reset Date”) and January 14, 2026 (the “Second Reset Date” and collectively, a “Reset Date”) the Conversion Price shall be adjusted (downwards only) to equal the lower of (a) the Conversion Price then in effect or (b) the greater of (i) the average VWAP for the ten (10) Trading Days immediately prior to the applicable Reset Date and (ii) \$2.00 (as may be adjusted to take into account any combinations or splits to the Common Shares). The Conversion Price shall be adjusted from time to time pursuant to the other terms and conditions of this Debenture.
2. **Effect; Continuing Validity.** The Debenture is amended to the extent necessary to give effect to this Agreement, and the terms of this Agreement shall supersede any contrary terms in the Debenture. Each reference to the “Debenture” in the Debentures shall be deemed to refer to such Debenture as modified by this Agreement. Except as specifically set forth herein, the terms and conditions of the Debentures shall remain unmodified and are hereby ratified by the parties. The Company acknowledges and agrees that, except as otherwise expressly provided in this Agreement, all terms, conditions and provisions of the Debentures shall continue in full force and effect and remain unaffected and unchanged.
3. **This Agreement One of the Transaction Documents.** From and after the date hereof, this Agreement is and shall be deemed a part of each Debenture and shall be considered a Transaction Document.
4. **Guarantors.** Each of the guarantors listed on Annex 1 attached hereto (such parties, whether one or more, being referred to collectively as “Guarantors”), hereby (i) acknowledge and consent to the terms and conditions of this Amendment, (ii) affirm their respective Obligations under the Transaction Documents and any other agreement under which any of

the Guarantors has granted to Investor a guaranty of payment; and (iii) confirm that the Transaction Documents and any other agreement under which any of the Guarantors has granted to Investor a guaranty of payment remain in full force and effect.

5. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement electronically shall be equally as effective as delivery of a manually executed counterpart of this Agreement. No waiver of any provision of this Agreement shall be effective or enforceable unless made in writing signed by the party waiving any right or privilege hereunder.

**IN WITNESS WHEREOF** the Company, each of the Guarantors and the Investor have caused this Amendment to be duly executed by a duly authorized representative as of the date first written above.

**COMPANY:**  
**INNVENTURE, INC.**

By: /s/ David Yablunosky\_\_\_\_\_  
Name: David Yablunosky  
Title: Chief Financial Officer

**INVESTOR:**

**YA II PN, LTD.**

By: Yorkville Advisors Global, LP

Its: Investment Manger

By: Yorkville Advisors Global II, LLC

Its: General Partner

By: /s/ Matt Beckman

Name: Matt Beckman

Title: Authorized Signatory

## INNVENTURE LLC

By: /s/ David Yablunosky

Name: David Yablunosky

Title: Chief Financial Officer

### Annex 1

(Guarantors)

| Entity         | Jurisdiction of Formation |
|----------------|---------------------------|
| Innventure LLC | Delaware                  |