

**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): **March 4, 2026**

Velo3D, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39757
(Commission
File Number)

98-1556965
(IRS Employer
Identification No.)

**2710 Lakeview Court
Fremont, California**
(Address of principal executive offices)

94538
(Zip Code)

(408) 610-3915
Registrant's telephone number, including area code

N/A
(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, par value \$0.00001	VELO	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.

Amendment of January 2025 Senior Secured Convertible Secured Note

As previously reported, on January 7, 2025, Velo3D, Inc. (the "Company") issued a Senior Secured Convertible Promissory Note in the principal amount of \$5,000,000 (the "January 2025 Note") to Thieneman Properties, LLC (the "Thieneman Properties"), an Indiana limited liability company controlled by Kenneth Thieneman, a member of the board of directors of the Company. On August 14, 2025, the Company and Thieneman Properties entered into an Amendment to Senior Secured Convertible Promissory Note, which amended the January 2025 Note to, among other things, (i) extend the maturity date of the January 2025 Note to February 14, 2027; (ii) reduce the interest rate of the January 2025 Note to 12% per annum; and (iii) amend the conversion price of the January 2025 Note to \$16.38 per share.

Immediately prior to the January 2025 Note Amendment described below, Thieneman Properties transferred the January 2025 Note to Arrayed Notes Acquisition Corp. ("Arrayed"), a Delaware corporation controlled by Arun Jeldi, the Chief Executive Officer and a director of the Company, pursuant to a Convertible Promissory Note Transfer Agreement between Thieneman Properties (as transferor) and Arrayed (as transferee) (the "Holder").

On March 4, 2026, the Company and Arrayed entered into an Amendment to Senior Secured Convertible Promissory Note (the "January 2025 Note Amendment"), which amended certain provisions of the January 2025 Note to, among other things, provide that, at any time and from time to time, the Holder has the right, at its option, to convert all or any portion of the outstanding principal amount of the January 2025 Note, together with accrued and unpaid interest thereon, into shares of the Company's common stock, par value \$0.00001 per share.

Except as amended by the January 2025 Note Amendment, the January 2025 Note, as previously amended, remains in full force and effect in accordance with its terms.

Amendment of February 2025 Senior Secured Convertible Secured Note

As previously reported, on February 10, 2025, the Company issued a Senior Secured Convertible Promissory Note in the aggregate principal amount of \$10,000,000 (the "February 2025 Note") to Thieneman Construction, Inc. ("Thieneman Construction"), an entity controlled by Mr. Thieneman. On August 14, 2025, the Company and Thieneman Construction entered into an Amendment to Senior Secured Convertible Promissory Note, which amended the February 2025 Note to, among other things, (i) extend the maturity dates for each tranche of the February 2025 Note to February 14, 2027; (ii) reduce the interest rate of the February 2025 Note to 12% per annum; and (iii) amend the conversion price of the February 2025 Note to \$10.50 per share.

On March 4, 2026, the Company and Thieneman Construction entered into an Amendment to Senior Secured Convertible Promissory Note (the "February 2025 Note Amendment"), which amended certain provisions of the February 2025 Note to, among other things, provide that, subject to the existing terms of the February 2025 Note, accrued and unpaid interest thereon, in addition to the outstanding principal amount, may be convertible into common stock at the holder's option.

Except as amended by the February 2025 Note Amendment, the February 2025 Note, as previously amended, remains in full force and effect in accordance with its terms.

The foregoing descriptions of the January 2025 Note Amendment and the February 2025 Note Amendment do not purport to be complete and are qualified in their entirety by the full text of the January 2025 Note Amendment and the February 2025 Note Amendment, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment to Senior Secured Convertible Promissory Note, dated as of March 4, 2026 (January 2025 Note Amendment).
10.2	Amendment to Senior Secured Convertible Promissory Note, dated as of March 4, 2026 (February 2025 Note Amendment).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Velo3D, Inc.

Date: March 6, 2026

By: /s/ Bernard Chung
Bernard Chung
Acting Chief Financial Officer

AMENDMENT TO SENIOR SECURED CONVERTIBLE PROMISSORY NOTE

This Amendment to Senior Secured Convertible Promissory Note (this “**Amendment**”) is entered into as of March 4, 2026 by and between Velo3D, Inc., a Delaware corporation (the “**Company**”), and Arrayed Notes Acquisition Corp., a Delaware corporation (the “**Holder**”).

RECITALS:

WHEREAS, the Company issued to Thieneman Properties, LLC, an Indiana limited liability company (the “**Initial Holder**”) that certain Senior Secured Convertible Promissory Note dated January 7, 2025, in the original principal amount of Five Million Dollars and No Cents (\$5,000,000.00) (the “**Note**”);

WHEREAS, on August 14, 2025, the Company and the Initial Holder entered into an Amendment to Senior Secured Convertible Promissory Note, which amended certain provisions of the Note;

WHEREAS, immediately prior to execution of this Amendment, on March 4, 2026, pursuant to a Convertible Promissory Note Transfer Agreement, between the Initial Holder (as transferor) and Arrayed Notes Acquisition Corp. (as transferee), the Note was purchased by, and transferred to, the Holder; and

WHEREAS, the Company and the Holder desire to amend certain terms of the Note as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party to this Amendment agrees, as follows:

1. Conversion. Section 6(a) of the Note is hereby amended and restated in its entirety as follows:

“(a) **Optional Conversion.** At any time, and from time to time, the Holder shall have the right, at the Holder’s option, to convert all or any portion of the outstanding principal amount of this Note, together with accrued and unpaid interest thereon, into that number of Common Shares (the “**Conversion Option**”) calculated by dividing (x) the outstanding principal amount of this Note being converted, together with any accrued and unpaid interest thereon, by (y) the Strike Price. “**Common Shares**” means the common stock, par value \$0.00001 per share, of the Company. “**Strike Price**” means \$16.38 per share.”

2. Miscellaneous

a. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Note.

b. Entire Agreement. The Note and this Amendment constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, and understandings with respect to the subject matter hereof and thereof.

c. Effect of Amendment. Except as expressly amended hereby, the Note shall remain in full force and effect in accordance with its terms. Any references to the Note in any other document shall hereafter refer to the Note as amended hereby.

d. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Amendment may be evidenced by facsimile transmission or by e-mail delivery of a “.pdf” format data file.

[Signature page follows]

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

COMPANY:

VELO3D, INC.

By: /s/ Bernard Chung

Name: Bernard Chung

Title: Acting Chief Financial Officer

HOLDER:

ARRAYED NOTES ACQUISITION CORP.

By: /s/ Arun Jeldi

Name: Arun Jeldi

Title: Chief Executive Officer and President

AMENDMENT TO SENIOR SECURED CONVERTIBLE PROMISSORY NOTE

This Amendment to Senior Secured Convertible Promissory Note (this “**Amendment**”) is entered into as of March 4, 2026 by and between Velo3D, Inc., a Delaware corporation (the “**Company**”), and Thieneman Construction, Inc., an Indiana corporation (the “**Holder**”).

RECITALS:

WHEREAS, the Company issued to Thieneman Construction, Inc., an Indiana corporation (the “**Holder**”) that certain Senior Secured Convertible Promissory Note dated February 10, 2025, in the original principal amount of Ten Million Dollars and No Cents (\$10,000,000.00) (the “**Note**”);

WHEREAS, on August 14, 2025, the Company and the Holder entered into an Amendment to Senior Secured Convertible Promissory Note, which amended certain provisions of the Note;

WHEREAS, the Company and the Holder desire to amend certain terms of the Note as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party to this Amendment agrees, as follows:

1. Conversion. Section 7(a) of the Note is hereby amended and restated in its entirety as follows:

“(a) **Optional Conversion.** Upon (i) the occurrence of the Company’s successful listing of shares of its common stock, par value \$0.00001 per share (**Common Shares**), on a national securities exchange (as defined in Rule 153(c) under the Securities Act of 1933, as amended (the “**Securities Act**”)) (e.g., the Nasdaq Stock Market) or (ii) the occurrence and during the continuance of an Event of Default (as defined below), the Holder shall have the right, at the Holder’s option, to convert all or any portion of the outstanding principal amount of this Note, together with accrued and unpaid interest thereon, into that number of Common Shares (the “**Conversion Option**”) calculated by dividing (x) the outstanding principal amount of this Note being converted, together with any accrued and unpaid interest thereon, by (y) the Conversion Price. “**Conversion Price**” means \$10.50 per share.”

2. Miscellaneous

a. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Note.

b. Entire Agreement. The Note and this Amendment constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, and understandings with respect to the subject matter hereof and thereof.

c. Effect of Amendment. Except as expressly amended hereby, the Note shall remain in full force and effect in accordance with its terms. Any references to the Note in any other document shall hereafter refer to the Note as amended hereby.

d. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Amendment may be evidenced by facsimile transmission or by e-mail delivery of a “.pdf” format data file.

[Signature page follows]

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

COMPANY:

VELO3D, INC.

By: /s/ Bernard Chung

Name: Bernard Chung

Title: Acting Chief Financial Officer

HOLDER:

THIENEMAN CONSTRUCTION INC.

By: /s/ Kenneth D. Thieneman

Name: Kenneth D. Thieneman

Title: Chief Executive Officer