
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): **May 15, 2025**

Scorpius Holdings, Inc.

(Exact name of registrant as specified in charter)

Delaware

(State or other jurisdiction of incorporation)

001-35994

(Commission File Number)

26-2844103

(IRS Employer Identification No.)

1305 E. Houston Street, Building 2

San Antonio, TX 78205

(Address of principal executive offices and zip code)

(919) 240-7133

(Registrant's telephone number including area code)

(Former Name and Former Address)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of 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(b) 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:

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 checkmark 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 May 15, 2025, Scorpius Holdings, Inc., a Delaware corporation (the “Company”), issued a non-convertible promissory note (the “Note”) in the principal amount of Four Hundred Fifty Thousand Dollars (\$450,000) to an institutional investor (the “Holder”). The Note accrues interest at the rate of 5.0% per annum and matures on the earlier of: (i) July 31, 2025; (ii) the consummation of a Corporate Event (as such term is defined in the Note); or (iii) when, upon or after the occurrence of an event of default under the Note.

The Note contains customary events of default, including if the Company or any of its subsidiaries, individually or in the aggregate, fails to pay indebtedness in excess of \$150,000 due to any third party, subject to certain exceptions, or if an event of default occurs under any other outstanding promissory note of the Company. If at any time the Note is outstanding the Company consummates a subsequent Financing (as such term is defined in the Note), the Holder shall have the right, at its sole discretion, to require that the Company redeem the entire outstanding balance of the Note, together with all accrued interest thereon, using up to 100% of the gross proceeds of such Financing.

The Company sold the Note in reliance upon an exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended and/or Regulation D promulgated thereunder.

In connection with the issuance and sale of the Note, Jeff Wolf, the Company’s Chief Executive Officer, executed a personal guaranty (the “Personal Guaranty”) of the Note for the benefit of the Holder. The Personal Guaranty provides that Mr. Wolf will personally, unconditionally, absolutely and irrevocably guarantee the payment by the Company of its obligations to the Holder under the Note in the event such obligations have not been paid and satisfied by the Company by December 31, 2028. The Personal Guaranty also will be reduced, on a dollar-for-dollar basis, by the Company’s payment to Holder, or the payment by any third party to Holder on the Company’s behalf, of any other amounts due, whether as principal, interest or other payments, under the Note or any other notes issued by the Company to Holder.

The foregoing description of the terms of the Note and the Personal Guaranty does not purport to be complete and is qualified in its entirety by reference to the full text of such documents, copies of which are filed as Exhibit 4.1 and 10.1, respectively, to this Current Report on Form 8-K and incorporated herein 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 above of this Current Report on Form 8-K is incorporated by reference in this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 above of this Current Report on Form 8-K is incorporated by reference in this Item 3.02. The Note was issued pursuant to an exemption from the registration requirements under Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated thereunder. The Note may not be offered or sold in the United States in the absence of an effective registration statement or exemption from the registration requirements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Exhibit Description
4.1	Promissory Note
10.1	Personal Guaranty
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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: May 20, 2025

SCORPIUS HOLDINGS, INC.

By: /s/ Jeffrey Wolf
Name: Jeffrey Wolf
Title: Chairman, President and
Chief Executive Officer

THIS NON-CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH, OR PURSUANT TO AN EXEMPTION FROM, THE REQUIREMENTS OF SUCH ACT OR SUCH LAWS.

SCORPIUS HOLDINGS INC.

PROMISSORY NOTE

\$450,000.00

May 15, 2025

FOR VALUE RECEIVED, Scorpius Holdings, Inc., a Delaware corporation (the “**Company**”), promises to pay to 3i, L.P., a Delaware limited partnership (the “**Holder**”), or its registered assigns, in lawful money of the United States of America, the principal sum of Four Hundred and Fifty Thousand Dollars (\$450,000) or such lesser amount as shall equal the outstanding principal amount hereof, together with interest from the date of issuance as provided in this Non-Convertible Promissory Note (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “**Note**”) on the unpaid principal balance at a rate equal to 5.0% simple interest per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal and accrued interest payable hereunder, shall be due and payable on the earliest to occur of the following: (i) July 31, 2025 (the “**Maturity Date**”); (ii) the consummation of a Corporate Event (as defined below); or (iii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by the Holder or made automatically due and payable in accordance with the terms hereof.

The following is a statement of the rights of Holder and the conditions to which this Note is subject, and to which Holder, by the acceptance of this Note, agrees:

1. **Definitions.** As used in this Note, the following capitalized terms have the following meanings:

(a) “**Company**” includes the corporation initially executing this Note and any Person which shall succeed to or assume the obligations of the Company under this Note.

(b) “**Corporate Event**” shall be deemed to have occurred (i) if the Company merges, consolidates or reorganizes with one or more entities, corporate or otherwise, as a result of which the holders of the Company’s stock entitled to vote for the election of directors immediately prior to such event do not hold at least 50% of the stock entitled to vote for the election of directors immediately after such event, or (ii) if the Company sells all or substantially all of its assets.

(c) “**Event of Default**” has the meaning given in Section 3 hereof.

(d) “**Holder**” shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered Holder of this Note.

(e) “**Obligations**” shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to Holder of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of this Note, including, all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U. S. C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

(f) “**Person**” shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

(g) “**Securities Act**” shall mean the Securities Act of 1933, as amended.

2. **Prepayment.** Upon two days prior written notice, the Company may prepay this Note in whole or in part without the consent of the Holder. Any prepayments shall be made pro rata among the holders of all of the Notes based on the relative outstanding principal amounts of the Notes. All payments of interest and principal shall be in lawful money of the United States of America at 105%. All payments shall be applied first to accrued interest, and thereafter to principal.

3. **Events of Default.** The occurrence of any of the following shall constitute an “**Event of Default**” under this Note:

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable; or

(b) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(c) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within forty-five (45) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company; or

(d) Any material adverse effect on (i) the business, properties, assets, liabilities, operations (including results thereof), condition (financial or otherwise) or prospects of the Company or any subsidiary, individually or taken as a whole, (ii) the transactions contemplated hereby or any other agreements or instruments to be entered into in connection herewith or therewith or (iii) the authority or ability of the Company or any of its subsidiaries to perform any of their respective obligations under any of the Transaction Documents (as defined below) (collectively, a “Material Adverse Effect”); or

(e) Any material provision of this Note shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against the parties thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by the Company or any governmental authority having jurisdiction over it, seeking to establish the invalidity or unenforceability thereof, or the Company shall deny in writing that it has any liability or obligation purported to be created under this Note; or

(f) The Company and/or any subsidiary, individually or in the aggregate, either (i) fails to pay, when due, or within any applicable grace period, any payment with respect to any Indebtedness in excess of \$150,000 due to any third party (other than, with respect to unsecured Indebtedness only, payments contested by the Company and/or such subsidiary (as the case may be) in good faith by proper proceedings and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP) or is otherwise in breach or violation of any agreement for monies owed or owing in an amount in excess of \$150,000, which failure to pay, breach or violation permits the other party thereto to declare an event of default or otherwise accelerate amounts due thereunder, or (ii) suffer to exist any other circumstance or event that would, with or without the passage of time or the giving of notice, result in an event of default under any agreement binding the Company or any subsidiary, which event of default would or is likely to have a Material Adverse Effect on the business, assets, operations (including results thereof), liabilities, properties, condition (including financial condition) or prospects of the Company or any of its Subsidiaries, individually or in the aggregate, in which case (other than with respect to Indebtedness in excess of \$500,000) only if such failure remains uncured for a period of at least five (5) Trading Days;

(g) any Event of Default (as defined in any other Notes) occurs with respect to any other Notes.

4. **Notice of Events of Default.** As soon as possible and in any event within two (2) business days after it becomes aware that an Event of Default has occurred, the Company shall notify the Holder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

5. **Rights of Holder upon Default.** Upon the occurrence or existence of any Event of Default described in Section 3(a) at any time thereafter during the continuance of such Event of Default, the Holder may, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. Upon the occurrence or existence of any Event of Default described in Sections 3(b) through 3(g), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right, power or remedy permitted to it by the Security Agreement or by law, either by suit in equity or by action at law, or both.

6. **Reserved.**

7. **Optional Redemptions.**

(a) **Subsequent Financing Redemption by the Holder.** If, at any time while this Note shall be outstanding, the consummation of a future debt or equity financing or any other issuance, offering, sale, grant of options or right to purchase, or otherwise dispose of any equity security or any equity-linked or related security, in one or more tranches, by the Company (each, a “**Financing**”) occurs on any given date (the “**Financing Redemption Date**”), the Holder may elect, by written notice to the Company (the “**Notice of Redemption**”), to settle the payment by redemption of 100% of the outstanding balance of this Note, together with a premium payment equal to 5% of the principal amount of this Note and all accrued interest thereon, of up to One Hundred Percent (100%) of the gross proceeds with respect to such Financing (the “**Financing Redemption Amount**”). The Notice of Redemption shall be provided to the Company within five (5) business days from the date the Company has provided the Holder with written notice that a Financing has occurred (the “**Notice of Financing**”) and shall specify the determined Financing Redemption Amount and the date for such redemption (the “**Redemption Payment Date**”), which date shall be no earlier than five (5) business days after the date of the Notice of Redemption. On the Redemption Payment Date, the Financing Redemption Amount set forth in the Notice of Redemption shall be paid in cash to the Holder by the Company.

8. **Successors and Assigns.** Subject to the restrictions on transfer described in Sections 11 and 12 below, the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

9. **Waiver and Amendment.** Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

10. **Headings.** The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand, or limit any of the terms or provisions hereof.

11. **Transfer of this Note.** With respect to any offer, sale or other disposition of this Note, Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 11 that the opinion of counsel for Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered Holder hereof as the owner and Holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

12. **Assignment by the Company.** Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of Holder.

13. **No Stockholder Rights.** This Note shall not entitle the Holder to any voting rights or any other rights as a shareholder of the Company or to any other rights except the rights stated herein.

14. **Notices.** All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be delivered in accordance with the terms of the Purchase Agreement.

15. **Waivers.** Except for the notices required by this Note, the Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this Note.

16. **Expenses.** In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

17. **Usury.** In the event any interest is paid on this Note that is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

18. **Severability.** If any term or provision of this Note or the Security Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or the Security Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. **Governing Law.** This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York, or of any other state.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Note to be issued as of the date first written above.

Scorpius Holdings, Inc.
a Delaware corporation

By: /s/ Jeff Wolf
Name: Jeff Wolf
Title: CEO

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is made by the undersigned Jeff Wolf, Chief Executive Officer (the "Guarantor"), of Scorpius Holdings, Inc., a Delaware corporation (the "Company"), in favor of 3i, L.P., a Delaware limited partnership (the "Holder"), as of this 16th day of May 2025.

Recitals

A. WHEREAS, the Holder has agreed to make a loan to the Company in the aggregate principal sum of Four Hundred and Fifty Thousand Dollars (\$450,000.00) ("Loan"). The Loan is evidenced by that certain Promissory Note, of even date herewith (the "Note"); and

B. WHEREAS, as a material inducement to and in consideration of the Holder's agreement to make the Loan to the Company, the Guarantor has agreed to execute and deliver to the Holder this Guaranty and hereby acknowledges and agrees that he has, or will, derive economic and other pecuniary benefit as a result of the Company obtaining the Loan from the Holder.

NOW, THEREFORE, in order to induce the Holder to make the Loan to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Guarantor hereby agrees as follows:

a) The Guarantor hereby personally, unconditionally, absolutely and irrevocably guar-antees the payment by the Company of its obligations to the Holder under the Note including payment upon acceleration of the Note due to an Event of Default (the "Obligations") in the event such Obligations have not been paid and satisfied by the Company by December 31, 2028 ; provided, however, that the Guarantor's obligation hereunder to guarantee such payment by the Company of its Obligations under the Note shall be reduced, on a dollar-for-dollar basis, by the Company's payment to Holder, or the payment by any third party to Holder on the Company's behalf, of any amounts due, whether as principal, interest or other payments, under the Note or any other notes issued by the Company to Holder or obligations owed to the Holder. Notwithstanding anything to the contrary contained in this Guarantee, the Guarantor shall have no obligation to make any payment with respect to this Guarantee until December 31, 2028 and such payment obligation shall be effective only if on such date the Holder has not received any cash payment or issuance of any securities from the Company, or a third party on behalf of the Company, equal to the amount of the Obligations or having a value equal to the amount of the Obligations

b) Guarantor waives any and all notice of the creation, renewal, extension or accrual of the Obligations and notice of or proof of reliance by the Holder upon the guarantee set forth herein or acceptance of the guarantee contained herein; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained herein; and all dealings between the Company and the Guarantor, on the one hand, and the Holder, on the other hand, relating to the Obligations likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained herein. Guarantor waives to the extent permitted by law diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Company with respect to the Obligations.

c) This Guaranty and all actions arising out of or in connection with this Guaranty shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York, or of any other state. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and waives any objection to venue therein. Guarantor further waives any right to a trial by jury.

d) This Guaranty shall remain in full force and effect and shall not be discharged, impaired, or affected by any bankruptcy, insolvency, reorganization or other proceeding of the Company or Guarantor, whether voluntary or involuntary, and shall survive such proceedings.

e) The Guarantor hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against him in favor of the Holder for any unpaid Obligations under this Guaranty, including costs and reasonable attorneys' fees, in the event of a default by the Company and nonpayment by Guarantor. Guarantor waives and releases all errors and rights of appeal, stay of execution, and exemption that might otherwise be available to him.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed, sealed and delivered as of May 16, 2025.

/s/ Jeffrey Wolf

Jeffrey Wolf
