

**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): **November 16, 2023**

**SIDUS SPACE, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-41154**  
(Commission  
File Number)

**46-0628183**  
(IRS Employer  
Identification No.)

**150 N. Sykes Creek Parkway, Suite 200**  
**Merritt Island, FL**  
(Address of principal executive offices)

**32953**  
(Zip Code)

Registrant's telephone number, including area code: **(321) 613-5620**

**Not Applicable**

(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 (see General Instructions 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(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, \$0.0001 par value per share	SIDU	Nasdaq Capital Market

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 16, 2023, Sidus Space, Inc. (the "Company") entered into the First Amendment to the Revenue Loan and Security Agreement by and among Carol Craig and Decathlon Alpha IV, L.P. (the "Amendment") that was originally entered into on December 3, 2021 (the "Agreement"). Pursuant to the Amendment, among other things, the maturity date of the amount advanced under the Agreement has been extended to December 9, 2024.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit No. Description**

10.1	<a href="#">First Amendment to Revenue Loan and Security Agreement dated November 16, 2023</a>
104	Cover Page Interactive Data File - the cover page iXBRL tags are 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: December 6, 2023

**SIDUS SPACE, INC.**

By: /s/ Carol Craig

Name: Carol Craig

Title: Chief Executive Officer

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FIRST AMENDMENT TO REVENUE LOAN AND SECURITY AGREEMENT

This first amendment (this “**Amendment**”) to that certain Revenue Loan and Security Agreement dated December 3, 2021 (the “**Agreement**”), by and among Sidus Space, Inc., a Delaware corporation (the “**Company**”), Carol Craig (the “**Key Person**”), the Guarantors identified on the signature pages to the Agreement, and Decathlon Alpha IV, L.P., a Delaware limited partnership (“**Lender**”), is effective November 16, 2023 (the “**First Amendment Date**”). Unless otherwise defined herein, all capitalized terms have the meanings given to them in the Agreement.

The parties are entering into this Amendment to document certain changes to the Company’s obligations under the Agreement.

**1. Amendments.**

1.1. Fixed Monthly Payments. A new Section 2.3(e) is hereby added to the Agreement:

Fixed Monthly Payments. Notwithstanding Section 2.3(b), the amount of the monthly payment due on each Payment Date beginning December 15, 2023 and continuing until maturity or earlier prepayment in full shall be the applicable Projected Payment shown on the attached Schedule 2.3(b)(2).

1.2. Definitions. The following definition is hereby amended and restated in its entirety to read as follows:

“**Maturity Date**” means the earliest of: (i) December 9, 2024, (ii) immediately prior to a Change of Control, and (iii) acceleration of the Obligations as provided in Article 7.

1.3. Modification of IRR. In the event all Obligations under that certain Revenue Loan and Security Agreement between Craig Technical Consulting, Inc. and Lender dated January 9, 2019, as amended, are paid in full on or before December 15, 2023, the XIRR Target shall be modified from 34% to 31.96%.

1.4. Schedule 2.3(b)(2). An amended and restated Schedule 2.3(b)(2) to the Agreement is attached hereto as Schedule 2.3(b)(2).

**2. Transaction Costs.** Pursuant to Section 12.7 of the Agreement and in connection with this Amendment, the Company will reimburse Lender for all fees and expenses incurred by Lender relating to this Amendment.

**3. No Other Changes.** In all other respects, the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts with each such counterpart constituting an original and all counterparts together being deemed one agreement of the parties. Any copy of this Amendment executed or delivered by facsimile or other form of electronic transmission shall be deemed an original for all purposes.

*[Signature Page Follows]*

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The parties have executed this Amendment as of the First Amendment Date.

**COMPANY:**


SIDUS SPACE, INC.

By:  SF44768D062745F...  
Carol Craig, CEO

**LENDER:**

DECATHLON ALPHA IV, L.P.

By: Decathlon Alpha GP IV, LLC  
Its: General Partner

By:  A508DC9FAC0C44C...  
John Borchers, Managing Director

**KEY PERSON:**

By:  SF44768D062745F...  
Carol Craig

**GUARANTOR:**

CRAIG TECHNICAL CONSULTING, INC.

By:  SF44768D062745F...  
Carol Craig, CEO

*[Signature Page to First Amendment to Revenue Loan and Security Agreement]*

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