
**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): **April 25, 2026**

WORKHORSE GROUP INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction of Incorporation)

001-37673
(Commission File Number)

26-1394771
(IRS Employer Identification Number)

48443 Alpha Drive #190, Wixom, Michigan 48393
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(888) 646-5205**

(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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	WKHS	The 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.

Omnibus Amendment No. 1 to Credit Agreements

On April 25, 2026, Workhorse Group Inc. (“Workhorse” or the “Company”) entered into an Omnibus Amendment No. 1 to Credit Agreements (the “Omnibus Amendment”), which amends the Company’s (i) Credit Agreement (Customer Orders) (the “Customer Order Credit Agreement”) and (ii) Credit Agreement (Cash Flow) (the “Cash Flow Credit Agreement” and together with the Customer Order Credit Agreement, the “Credit Agreements” and such transactions, collectively, the “Closing Debt Financing”), each dated as of December 15, 2025, by and among Workhorse, as borrower, certain subsidiaries of Workhorse, as guarantors, and Motive GM Holdings II LLC (“MGMH”), as lender.

The Omnibus Amendment (i) amends the Cash Flow Credit Agreement to increase the Commitment (as defined in the Cash Flow Credit Agreement) thereunder from \$10,000,000 to \$20,000,000 in accordance with Section 10.01 of the Cash Flow Credit Agreement, (ii) amends the Cash Flow Credit Agreement to defer interest payments on the additional \$10,000,000 Loan made pursuant to the Omnibus Amendment until the first Interest Payment Date (as defined in the Cash Flow Credit Agreement) occurring after September 30, 2026 and (iii) amends the Customer Order Credit Agreement to reduce the Commitment thereunder from \$40,000,000 to \$30,000,000 in accordance with Section 10.01 of the Customer Order Credit Agreement.

The foregoing summary and description of the Omnibus Amendment are not and do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Omnibus Amendment, a copy of which is filed as Exhibit 10.1 is 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.

To the extent required by this Item 2.03, the information related to the Omnibus Amendment set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 25, 2026, the Company and Scott Griffith, the Company’s Chief Executive Officer, entered into an employment letter agreement (the “Letter Agreement”) memorializing the terms of his compensation retroactive to December 15, 2025, including (i) the previously approved annual base salary of \$600,000 and eligibility to participate in the Company’s Short-Term Incentive Plan, with a target bonus amount of 50% of base salary; (ii) eligibility for long-term incentive awards; and (iii) severance benefits in the event that Mr. Griffith’s employment is terminated by the Company other than for Cause or by Mr. Griffith for Good Reason (each as defined in the Letter Agreement), which include 100% of his then-current annual base salary, paid in 12 monthly installments, and 100% of his cash bonus target for the current year, paid in a lump sum, subject to the execution of a release of claims.

The foregoing summary and description of the Letter Agreement are not and do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.2 is incorporated herein by reference.

Item 8.01. Other Events

Rent Deferral Arrangement

On April 25, 2026, the Company and Mango Workhorse, LLC (“Lessor”) entered into an agreement whereby Lessor agreed to a deferral of the Company’s monthly rental payments pursuant to the lease for the Company’s manufacturing facility in Union City, Indiana for the five months beginning May 2026 and ending September 2026, with the entire deferred amount due and payable in a single lump-sum payment on or before September 30, 2026.

Item 9.01. Financial Statements and Exhibits.

(a) Exhibits.

Exhibit Number	Description
10.1	Omnibus Amendment No. 1, dated as of April 25, 2026, by and among Workhorse Group Inc., as borrower, the subsidiary guarantors party thereto and Motive GM Holdings II LLC, as lender.
10.2*	Letter Agreement, dated as of April 25, 2026, by and between Workhorse Group Inc. and Scott Griffith.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Certain schedules and exhibits to this Exhibit have been omitted in accordance with Item 601 of Regulation S-K.

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.

WORKHORSE GROUP INC.

Date: April 27, 2026

By: /s/ Robert M. Ginnan

Name: Robert M. Ginnan

Title: Chief Financial Officer

OMNIBUS AMENDMENT NO. 1

This **OMNIBUS AMENDMENT NO. 1** (this "Amendment"), dated as of April 25, 2026, is by and among (1) WORKHORSE GROUP INC., a Nevada corporation ("Borrower"), (2) the Guarantors (as defined below) party hereto and (3) MOTIVE GM HOLDINGS II LLC ("Lender"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreements (as defined below), as applicable.

WITNESSETH

A. The Borrower, each Subsidiary of the Borrower from time to time party thereto (the "Guarantors"), and the Lender are parties to (i) that certain Credit Agreement (Cash Flow) dated as of December 15, 2025 (the "Existing Cash Flow Credit Agreement", as amended by this Amendment and as may be further amended, modified, extended, restated, replaced, or supplemented from time to time, the "Cash Flow Credit Agreement") and (ii) that certain Credit Agreement (Customer Orders) dated as of December 15, 2025 (the "Existing Customer Order Credit Agreement", as amended by this Amendment and as may be further amended, modified, extended, restated, replaced, or supplemented from time to time, the "Customer Order Credit Agreement"; and together with the Cash Flow Credit Agreement, the "Credit Agreements").

B. The Borrower has requested that Lender (i) amend the Existing Cash Flow Credit Agreement to increase the Commitment thereunder from \$10,000,000 to \$20,000,000 in accordance with Section 10.01 of the Cash Flow Credit Agreement and (ii) amend the Existing Customer Order Agreement to reduce the Commitment thereunder from \$40,000,000 to \$30,000,000 in accordance with Section 10.01 of the Customer Order Credit Agreement.

C. Lender is willing to agree to such requests, in accordance with and subject to the terms and conditions set forth herein, and the other parties hereto have agreed to join in the execution of this Amendment in their respective capacities, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I AMENDMENTS TO CREDIT AGREEMENT

1.1 Amendments to Credit Agreements. Subject to the satisfaction (or waiver) of the conditions set forth in Section 2.1 below:

(a) The definition of "Commitment" under the Existing Cash Flow Credit Agreement is hereby amended and restated in its entirety as follows:

"Commitment" means the obligation of Lender to make Loans to Borrower pursuant to Section 2.01, in an aggregate principal amount at any one time outstanding not to exceed \$20,000,000 or such greater amount as Lender may agree in writing (including via e-mail) in its

sole discretion; provided, however, notwithstanding the foregoing or any other provision contained in this Agreement to the contrary, any reference contained in this Agreement to an “obligation” of Lender to make Loans hereunder shall be construed solely following the PIPE Closing Date to mean the discretionary authority of Lender to make Loans, if any, and not to a binding commitment on the part of Lender to Borrower to make Loans.

(b) The definition of “Commitment” under the Existing Customer Order Credit Agreement is hereby amended and restated in its entirety as follows:

(c) “Commitment” means the obligation of Lender to make Loans to Borrower pursuant to Section 2.01, in an aggregate principal amount at any one time outstanding not to exceed \$30,000,000 or such greater amount as Lender may agree in writing (including via e-mail) in its sole discretion.

(d) Section 1.01 of each of the Existing Cash Flow Credit Agreement and the Existing Customer Order Credit Agreement, respectively, is hereby amended by adding each of the following defined terms in its appropriate alphabetical order:

(e) “Amendment No. 1” means that certain Omnibus Amendment No. 1, dated as of the Amendment No. 1 Date, by and among Borrower, the Guarantors party thereto and Lender.

(f) “Amendment No. 1 Date” means April 25, 2026.

(g) Section 2.06(c) of the Existing Cash Flow Credit Agreement is hereby amended and restated in its entirety as follows:

Interest Payments. Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein; provided that Interest on the Loan in the aggregate principal amount of \$10,000,000 made on or about the Amendment No. 1 Date shall be due and payable in arrears commencing with the first Interest Payment Date occurring after September 30, 2026. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

ARTICLE II CONDITIONS TO EFFECTIVENESS

2.1 Closing Conditions. This Amendment shall become effective upon satisfaction (or waiver) of the following conditions (such date, which shall be the date first written above, the “Amendment Effective Date”):

(a) *This Amendment.* The execution and delivery of this Amendment duly executed by Borrower, the Guarantors and Lender.

(b) *No Default.* No Event of Default shall have occurred and be continuing or would be caused by the consummation of the transactions contemplated by this Amendment.

(c) *Representations and Warranties.* The representations and warranties contained in Section 3.2 below shall be true and correct as of the date hereof.

(d) *Responsible Officers Certificate.* Lender shall have received incumbency certificates and/or other certificates of Responsible Officers of each Loan Party evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party or is to be a party.

ARTICLE III MISCELLANEOUS

3.1 Amended Terms.

(a) Upon the effectiveness of this Amendment, each reference in each Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the applicable Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement,” “thereunder,” “thereof,” “therein” or words of like import referring to such Credit Agreement, shall mean and be a reference to such Credit Agreement, as amended hereby.

(b) Except as specifically amended herein, the Credit Agreements and all other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Lender under either Credit Agreement or any other Loan Documents, nor constitute a waiver of any provision of either Credit Agreement or any other Loan Documents.

3.2 Representations and Warranties of the Loan Parties. Each Loan Party represents and warrants to Lender as follows:

(a) Such Loan Party has all requisite power and authority under applicable law and under its organizational documents to execute, deliver and perform its obligations under this Amendment and under the Credit Agreements as amended hereby;

(b) All actions, waivers and consents (corporate, regulatory and otherwise) necessary or appropriate for it to execute, deliver and perform its obligations under this Amendment and the Credit Agreements as amended hereby, have been taken and/or received;

(c) This Amendment executed on the date hereof and the Credit Agreements, as amended by this Amendment, constitute the legal, valid and binding obligation of it enforceable against it in accordance with the terms, except as the enforceability hereof or thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors’ rights and by general principles of equity and principles of good faith and fair dealing (regardless of whether enforcement is sought in equity or at law);

(d) The execution and delivery of this Amendment executed on the date hereof and performance its obligations thereunder and under the Credit Agreements, as amended hereby, do not and will not (a) violate (i) any provision of any law or any governmental rule or regulation applicable to Borrower or any of its Subsidiaries, (ii) any of the organizational documents of Borrower or any of its Subsidiaries, or (iii) any order, judgment or decree of any court or other agency of government binding on Borrower or any of its Subsidiaries, in the case of clauses (i) and (iii) to which such party or any of its property or assets is subject, except in the case of any contraventions that would not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Effect; (b) conflict with, result in a breach of or constitute (with due

notice or lapse of time or both) a default under any Contractual Obligation of Borrower or any of its Subsidiaries except in the case of any contraventions that would not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Effect; (c) result in or require the creation or imposition of any Lien upon any of the properties or assets of Borrower or any of its Subsidiaries (other than any Liens created under any of the Loan Documents in favor of Lender); or (d) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of Borrower or any of its Subsidiaries, except for such approvals or consents obtained on or before the Amendment Effective Date and disclosed in writing to Lender;

(e) The representations and warranties contained in each Credit Agreement and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Amendment Effective Date, before and after giving effect to the same, as though made on and as of such date (except to the extent that such representations and warranties solely relate to an earlier date);

(f) No Event of Default has occurred or is continuing on the Amendment Effective Date or would result from the transactions contemplated by this Amendment; and

(g) The Security Agreement continues to create a valid security interest in, and Lien upon, the Collateral, in favor of the Collateral Agent, which security interests and Liens are perfected in accordance with the terms of the Security Agreement and prior to all Liens other than Permitted Liens.

(h) Since the Closing Date, there have been no changes to the organizational documents of any Loan Party, and there have been no changes to the certificates of resolutions or other action of Responsible Officers that were delivered to Lender on the Closing Date.

3.3 Reaffirmation of Obligations. Each Loan Party hereby ratifies each Credit Agreement and acknowledges and reaffirms (a) that it is bound by all terms of such Credit Agreement (as amended hereby) and each other Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of its Obligations. Each Loan Party acknowledges receipt of a copy of the Amendment. Each Loan Party hereby consents to the Amendment and reaffirms each Credit Agreement and the other Loan Documents to which it is a party and acknowledges that the execution and delivery of this Amendment shall have no effect on such Loan Party's obligations under such Credit Agreement or such other Loan Documents, each of which remains the legal, valid and binding obligation of such Loan Party and are hereby reaffirmed.

3.4 Loan Document. This Amendment shall constitute a Loan Document under the terms of each Credit Agreement.

3.5 Further Assurances. Each Loan Party agrees to promptly take such action, upon the reasonable request of Lender, as is necessary to carry out the intent of this Amendment.

3.6 Entirety. This Amendment, together with the annexes hereto, and the other Loan Documents, is intended by the parties hereto as a final expression of their agreement and is intended as a complete statement of the terms and conditions of their agreement with respect to the subject matter of this Amendment.

3.7 Counterparts; Telecopy. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original. Delivery of an executed counterpart of a signature page of this Amendment or any other

document required to be delivered hereunder, by e- mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Loan Document, upon the request of any party, such e-mail transmission shall be promptly followed by such manually executed counterpart.

3.8 GOVERNING LAW. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

3.9 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and assigns permitted hereby, except that neither Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Lender (and any other attempted assignment or transfer by any Loan Party shall be null and void). Nothing in this Amendment, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of Lender) any legal or equitable right, remedy or claim under or by reason of this Amendment.

3.10 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.13 and 10.14 of each Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WORKHORSE GROUP INC., as Borrower

By: /s/ Scott Griffith_____

Name: Scott Griffith

Title: Chief Executive Officer

WORKHORSE TECHNOLOGIES INC., as a Guarantor
WORKHORSE PROPERTIES INC., as a Guarantor
HORSEFLY INC., as a Guarantor
STABLES & STALLS LLC, as a Guarantor
STABLES & STALLS REAL ESTATE I LLC, as a Guarantor
ROUTEHORSE LLC, as a Guarantor
OMAHA INTERMEDIATE, INC., as a Guarantor
OMAHA INTERMEDIATE 2, INC., as a Guarantor
WORKHORSE MOTOR WORKS INC., as a Guarantor
ESG LOGISTICS CORP., as a Guarantor
MOTIV POWER SYSTEMS, INC., as a Guarantor

By: /s/ Robert M. Ginnan_____

Name: Robert M. Ginnan

Title: Chief Financial Officer, Treasurer, Secretary

[Signature Page to Omnibus Amendment No. 1]

MOTIVE GM HOLDINGS II LLC, as
Lender

By: /s/ Gary Magness___
Name: Gary Magness
Title: Manager

[Signature Page to Omnibus Amendment No. 1]

April 25, 2026

Scott Griffith
856 N. Old Woodward Ave, #403
Birmingham, MI 48009
Dear Scott,

Workhorse Group Inc. (the "Company" or "Workhorse") is pleased to memorialize the terms of your compensation in your position as Chief Executive Officer. The terms and conditions set forth herein are effective as of and retroactive to December 15, 2025, which is the date on which Workhorse completed its merger with Motiv Power Systems, Inc. (the "Start Date"). This position will be based in our Wixom, Michigan offices. The Company's Board of Directors (the "Board") has also approved your appointment as a member of the Board as of the Start Date.

Title and Duties

As the Chief Executive Officer, you will report directly to the Board. As an employee of the Company, you agree to abide by all Company policies, procedures, rules and regulations as set forth in the Company's Employee Handbook or as otherwise promulgated by the Company. Your responsibilities will include all normal duties associated with the role of Chief Executive Officer. You may serve on not-for-profit boards and one non-competitive for-profit corporate board, so long as this service does not interfere with your performance as Company's Chief Executive Officer. You may serve on additional boards with the Board's prior, written approval.

Compensation and Benefits

Your annual base compensation will be \$600,000, less payroll deductions and all required withholdings, and you will be paid in accordance with the Company's normal payroll procedures. Adjustments to your base compensation or other compensation, if any, will be made by the Board in its sole and absolute discretion.

You will be eligible to receive an annual cash bonus with a target amount equal to 50% of your then-base salary, which is eligible to be earned based on performance criteria determined at the sole discretion of the Board or a committee thereof (the "Annual Bonus") and subject to the terms and conditions of the Company's Short-Term Incentive Plan or an annual executive bonus plan to be approved by the Board or a committee thereof. You must be continuously employed through the applicable bonus payment date to earn and receive an Annual Bonus. The Company reserves the right to amend, replace or terminate the annual executive bonus plan in its sole discretion.

In addition, you will be eligible to receive initial long-term incentive compensation awards (LTI), with terms (including with respect to the treatment of such LTI awards upon a change in control of the Company) to be mutually agreed by you and the Board.

Severance Benefits; Release

In the event that (i) your employment is terminated by the Company or a successor other than for Cause (excluding any termination due to your death or disability) or (ii) you resign for Good Reason, in each case subject to your timely provision to the Company of an effective Release (as defined below), the Company will provide you with the following: an amount equal to twelve (12) months of your then-current annual base salary (as calculated prior to any reduction in base salary that would give rise to your right to resign for Good Reason), payable in substantially equal monthly installments in

accordance with the Company's standard payroll practices, and commencing on the next payroll date following the Release Deadline, and (Z) one hundred percent (100%) of your Annual Bonus target, payable as a one-time, lump sum payment on the next payroll date following the Release Deadline. All cash severance amounts described in this paragraph are the "Severance Benefits," and any such amounts shall be paid less applicable withholdings and deductions.

For purposes of this letter, "Cause" means any of the following: (i) your theft, dishonesty, willful misconduct, embezzlement, misappropriation, fraud, breach of fiduciary duty, or falsification of any Company documents or records; (ii) your material failure to abide by the Company's code of conduct or other material written Company policies (including policies relating to confidentiality and reasonable workplace conduct); (iii) your unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company (including your improper use or disclosure of the Company's confidential or proprietary information) other than the occasional, customary and de minimis use of Company property for personal purposes; (iv) any willful action or omission that, to a reasonable person, would be likely to have a material detrimental effect on the Company's reputation or business; (v) your repeated failure to perform any reasonable assigned duties; (vi) any material breach by you of a material term of this letter or other agreement between you and the Company; or (vii) your conviction of (including any plea of guilty or *nolo contendere*) to any felony or any other criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or that impairs your ability to perform your duties with the Company; provided, however, that Cause shall not exist under (ii), (v), and (vi) unless the Company first provides you with written notice of the events giving rise to Cause and an opportunity to cure for not less than thirty (30) days. If you fail to cure within such cure period, the Company may terminate your employment immediately.

"Good Reason" means the occurrence of any one or more of the following without your consent: (i) diminution of your title, role, or responsibilities or authority as Chief Executive Officer of the Company; (ii) a material reduction by the Company of your base compensation, other than a reduction that occurs in connection with a reduction that is imposed on all executive employees of the Company at the time of such reduction; (iii) the relocation of your regularly required work place for the Company to a location that is more than fifty (50) miles away from your regular work place for the Company; or (iv) the Company's material breach of the terms of this Agreement; provided, that in any such event you shall notify the Company in writing providing with specificity the acts or omissions constituting the alleged basis for Good Reason within forty-five (45) days following the initial existence of such basis, the Company shall have failed to cure all such acts and omissions within thirty (30) days following its receipt of such written notice, and you terminate your employment with the Company within ten (10) days following the expiration of such cure period. Notwithstanding the foregoing, a suspension of your responsibilities, authority and/or duties for the Company during any portion of a bona fide internal investigation or an investigation by regulatory or law enforcement authorities shall not constitute Good Reason.

Any obligation of the Company to provide you with the Severance Benefits or double-trigger acceleration under this letter is conditioned upon your signing and not revoking a release of claims in the substantially the same form as attached hereto as Exhibit A (which form may be modified to reflect the specific separation benefits payable pursuant to this letter based on the circumstances of your termination) (the "Release") that becomes effective no later than sixty (60) days following your termination date or such earlier date required by the release agreement (such deadline, the "Release Deadline"). If the Release does not become effective by the Release Deadline, you will forfeit any rights to Severance Benefits or double-trigger acceleration under this letter. In no event will Severance Benefits be paid or provided or the double-trigger acceleration take effect until the Release actually becomes effective. In the event the termination occurs at a time during the calendar year where the Release could become effective in the calendar year following the calendar year in which your

termination occurs, then any Severance Benefits or other benefits under this letter that would be considered Deferred Compensation (as defined below) will be paid or provided no earlier than the first payroll date to occur during the calendar year following the calendar year in which such termination occurs, or, if later, the later of (i) the Release Deadline, or (ii) the Deferred Compensation Delayed Payment Date (as defined below). In the event of termination of your employment by the Company for any reason (including for or other than for Cause, or due to your death or disability) or your voluntary resignation for any reason (whether for or other than Good Reason), in addition to any Severance Benefits and other benefits that may be payable to you pursuant to this letter or otherwise, the Company will pay you any base salary earned but not paid through the date of termination, any accrued but unused paid time off (to the extent payable pursuant to Company policy at the time of such termination), and any earned but unpaid bonus.

Section 280G

If any payment or benefit you would receive pursuant to this letter agreement or otherwise in connection with a change in the ownership or effective control of the Company or change in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G of the Code and regulations promulgated thereunder ("Section 280G")), whether from the Company or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G, and (ii) but for this paragraph, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in your receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order: in each case, in reverse chronological order beginning with the Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits; provided that in the case of all the foregoing Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c). The foregoing calculations will be performed at the expense of the Company by a law firm or accounting firm selected by the Company.

Section 409A

The provisions of this letter are intended to be exempt from, the requirements of Code Section 409A and the final regulations and official guidance promulgated thereunder ("Section 409A") to the maximum extent, or to comply with Section 409A, so that none of the payments and benefits to be provided hereunder will be subject to the additional penalty tax imposed under Section 409A, and any ambiguities herein will be interpreted accordingly. The Company agrees to work together with you in good faith and to take such steps as necessary, including amending (and, as required, consenting to the amendment of) the terms of this letter and any plan or program under which the payments are to be made, and to take such reasonable actions, if permissible under Section 409A, which are necessary, appropriate or desirable to avoid imposition of any additional tax, interest penalty or accelerated income recognition prior to actual payment to you under Section 409A, in each case, without any material diminution in the value of the payments or benefits to you. Notwithstanding anything to the contrary in this letter, no severance payments or severance benefits payable to you

upon termination of employment under this letter or otherwise that constitute “non-qualified deferred compensation” under Section 409A (“Deferred Compensation”) will be payable until you have a “separation from service” within the meaning of Section 409A. The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). Further, if at the time of your termination of employment, you are a “specified employee” within the meaning of Section 409A, payment of such Deferred Compensation will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that you will receive payment on the first payroll date that occurs on or after the date that is six (6) months and one (1) day following your termination of employment, or your death, if earlier (the “Deferred Compensation Delayed Payment Date”). If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid between the date of your termination of employment and the Deferred Compensation Delayed Payment Date but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. Each installment or payment made under this letter shall be treated as a series of separate payments under Treasury Regulation §1.409A-2(b)(2)(iii).

Exemption Status

This position is classified as “exempt” in accordance with applicable FLSA provisions, which means you are paid for the job as opposed to your time. Accordingly, you will not be eligible to receive overtime pay if you work more than eight (8) hours in a workday or 40 hours in a workweek. You will be paid in accordance with the Company’s semimonthly payroll schedule. In addition to Workhorse’s standard Company holidays, you will be entitled to the greater of twenty-five (25) days of paid time off per year or the amount of paid time off set forth in the Company’s paid time off policies then in effect, in either case with paid time off accruing pro rata on a monthly basis.

Benefits

In addition, as a regular full-time employee you will be eligible for various benefits offered to similarly situated Workhorse employees and executives in accordance with the terms of Workhorse’s policies and benefit plans. Among other things, these benefits currently include medical and dental insurance. All payments made by the Company under this letter shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

Conditions to Employment

You represent further that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company. Also, we expect you to abide by any obligations to refrain from soliciting any person employed by or otherwise associated with any former employer. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these guidelines. As a condition of employment, you must read, sign and comply with the Company’s Confidential Information and Inventions Agreement (the “CIIA”), to be provided to you under separate cover, and which prohibits unauthorized use or disclosure of Company proprietary information.

Your employment with the Company is contingent on proof of your eligibility to work in the United States. You agree that you shall at all times faithfully, industriously and to the best of your ability, experience and talent, perform to the satisfaction of the Company all of the duties that may be assigned to you hereunder. You agree to use your best business judgment and efforts to the performance of your duties for the company and to promote the interests and business of the Company.

At-Will Employment

Your employment relationship is at-will. You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, subject to the obligations in this letter, the Company may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by the Executive Chairman of the Company.

Entire Agreement

This letter, together with the CIAA (collectively the "Employment Agreements"), forms the complete and exclusive statement of your employment agreement with the Company. The terms in the Employment Agreements supersede any other agreements or promises made to you by anyone, whether oral or written (including but not limited to the offer letter from Motiv dated March 29, 2024 and the Confidential Information and Inventions Agreement between you and Motiv effective as of April 4, 2024), and will govern in the event there is a conflict between the Employment Agreements and other agreements, policies, plans and practices of the Company. This letter cannot be changed except in a written agreement signed by you and the Executive Chairman of the Company.

Governing Law; Venue

This letter will be interpreted, enforced, and governed in accordance with the laws of the State of Michigan in all respects, without reference to principles of conflict of laws which would require application of the law of another jurisdiction. The parties to this letter consent to the exclusive jurisdiction of the state and federal courts located in the State of Michigan for purposes of enforcing this letter or for any other lawsuit relating to or arising under this letter, and the parties to this letter waive any objection they might have to jurisdiction or venue in those courts. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE EMPLOYMENT AGREEMENTS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE EMPLOYMENT AGREEMENTS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS PROVISION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Please sign and date this letter and return it to me if you wish to accept employment at the Company under the terms described above. Also, please review the Company's Confidential Information and Inventions Agreement which you will be required to sign as a condition of employment and the other terms and conditions provided hereunder.

We look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

[Signature Page Follows]

Sincerely,

/s/ Matt O'Leary

Matt O'Leary, Chairman
Workhorse Group Inc.

UNDERSTOOD AND ACCEPTED

/s/ Scott Griffith 4/25/2026

Employee Signature Date
Scott Griffith

EXHIBIT A

Form of Release
(see attached)