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): **October 27, 2026**

WORKHORSE GROUP INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-37673**	**26-1394771**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(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:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
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.

Amendment No. 4 to Credit Agreement (Cash Flow) and Amendment No. 3 to Credit Agreement (Customer Orders)

As previously disclosed, on December 15, 2025, Workhorse Group Inc. ("Workhorse" or the "Company") entered into (i) that certain Credit Agreement (Customer Orders) (the "Customer Order Credit Agreement") and (ii) that certain Credit Agreement (Cash Flow) (the "Cash Flow Credit Agreement" and together with the Customer Order Credit Agreement, the "Credit Agreements"), 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 Credit Agreements were each amended by that certain Omnibus Amendment No. 1, dated as of April 25, 2026 ("Amendment No. 1"), and that certain Omnibus Amendment No. 2, dated as of June 16, 2026 ("Amendment No. 2"), each by and among Workhorse, as borrower, certain subsidiaries of Workhorse, as guarantors, and MGMH, as lender. The Cash Flow Credit Agreement was further amended by that certain Amendment No. 3 to Credit Agreement (Cash Flow), dated as of August 11, 2026, by and among the same parties ("Cash Flow Amendment No. 3").

On October 27, 2026, the Company entered into an Amendment No. 4 to Cash Flow Credit Agreement and Amendment No. 3 to Customer Order Credit Agreement (the "Amendments"). The Amendments amend the Customer Order Credit Agreement (i) to increase the Commitment (as defined in the Customer Order Credit Agreement) thereunder from $20,000,000 to $30,000,000 in accordance with Section 10.01 of the Customer Order Credit Agreement and (ii) to defer interest payments on the additional $10,000,000 loan made pursuant to the Amendments until the first Interest Payment Date (as defined in the Customer Order Credit Agreement) occurring after March 31, 2027.

The Amendments also amend the Cash Flow Credit Agreement, effective as the Amendment No. 1 date of April 25, 2026, to defer interest payments on the additional $10,000,000 loans made pursuant to each of Amendment No. 1, Amendment No. 2 and Cash Flow Amendment No. 3, until the first Interest Payment Date (as defined in the Cash Flow Credit Agreement) occurring after March 31, 2027.

The foregoing summary and description of the Amendments are not and do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Amendments, a copy of which is filed as Exhibit 10.1 and 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 Amendments set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Exhibits.

Exhibit Number	Description
10.1*	Amendment No. 4 to Cash Flow Credit Agreement and Amendment No. 3 to Customer Order Credit Agreement, dated as of October 27, 2026, by and among Workhorse Group Inc., as borrower, the subsidiary guarantors party thereto and Motive GM Holdings II LLC, as lender.
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: November 2, 2026

By: /s/ Jody Davis

Name: Jody Davis

Title: Chief Financial Officer

AMENDMENT NO. 4 TO CASH FLOW CREDIT AGREEMENT AND AMENDMENT NO. 3 TO CUSTOMER ORDER CREDIT AGREEMENT

This **AMENDMENT NO. 4 TO CASH FLOW CREDIT AGREEMENT AND AMENDMENT NO. 3 TO CUSTOMER ORDER CREDIT AGREEMENT** (this "Amendment"), dated as of October 27, 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 (as amended prior to the date hereof, the "Existing Cash Flow Credit Agreement", and 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 (as amended prior to the date hereof, the "Existing Customer Order Credit Agreement", and 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 Customer Order Agreement to increase the Commitment thereunder from $20,000,000 to $30,000,000 in accordance with Section 10.01 of the Customer Order Credit Agreement, and (ii) amend certain provisions of the Credit Agreements as set forth herein, in each case in accordance with Section
10.01 thereof.

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 Customer Order 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
$30,000,000 or such greater amount as Lender may agree in writing (including via e-mail) in its sole discretion.

(b) Section 1.01 of the Existing Customer Order Credit Agreement is hereby amended by adding each of the following defined terms in its appropriate alphabetical order:

"Amendment No. 3" means that certain Amendment No. 3 to Customer Order Credit Agreement, dated as of the Amendment No. 3 Date, by and among Borrower, the Guarantors party thereto and Lender.

"Amendment No. 3 Date" means October 27, 2026.

(c) Section 2.06(c) of the Existing Customer Order 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 Loans in the aggregate principal amount of $10,000,000 made on or about the Amendment No. 3 Date shall be due and payable in arrears commencing with the first Interest Payment Date occurring after March 31, 2027. 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.

(d) Section 2.06(c) of the Existing Cash Flow Credit Agreement is hereby amended and restated in its entirety as follows, which such amendment and restatement shall be deemed effective as of the Amendment No. 1 Date:

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 Loans made on or after the Amendment No. 1 Date shall be due and payable in arrears commencing with the first Interest Payment Date occurring after March 31, 2027. 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.* After giving effect to this Amendment, 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.

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) After giving effect to this Amendment, 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/ Jody Davis
Name: Jody Davis
Title: Chief Financial 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/ Jody Davis
Name: Jody Davis
Title: Chief Financial Officer, Treasurer, Secretary

MOTIVE GM HOLDINGS II LLC, as
Lender

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

[*Signature Page to Amendment No. 4 to Cash Flow Credit Agreement and Amendment No. 3 to Customer Order Credit Agreement*]