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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**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 26, 2026**

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**Allbirds, Inc.**  
(Exact name of registrant as specified in its charter)

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

**001-40963**  
(Commission  
File Number)

**47-3999983**  
(IRS Employer  
Identification No.)

**530 Washington St.  
San Francisco, CA 94111**  
(Address of principal executive offices, including zip code)

**(628) 225-4848**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

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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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Class A common stock, \$0.0001 par value</b>	<b>BIRD</b>	<b>The Nasdaq Stock Market LLC</b>

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.

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**Item 1.01 Entry into a Material Definitive Agreement.***Entry into Asset Purchase Agreement*

On May 26, 2026, Allbirds, Inc., a Delaware public benefit corporation (the “Company”), Allbirds International, Inc., a Delaware corporation (the “Guarantor”), the Lenders party thereto, and Second Avenue Capital Partners LLC, as Administrative Agent and Collateral Agent (in such capacities, the “Agent”) entered into a Third Amendment to Credit Agreement (the “Third Amendment to Credit Agreement”), which Third Amendment to Credit Agreement amends that certain Credit Agreement dated as of June 30, 2025 (as amended by that certain Consent and First Amendment to Credit Agreement, dated as of March 29, 2026 and that certain Second Amendment to Credit Agreement and Other Loan Documents, dated as of April 19, 2026, the “Existing Credit Agreement,” and as further amended by the Third Amendment to Credit Agreement, the “Amended Credit Agreement”), by and among the Company, the Guarantor, the other Persons from time to time party thereto as “Guarantors,” the Lenders party thereto, and the Agent. Capitalized terms used but not defined have the respective meanings ascribed to such terms in the Amended Credit Agreement.

The Third Amendment to Credit Agreement, among other things, (i) reduces the Revolving Commitments from \$50 million to \$44.2 million; and (ii) provides two new tranches of debt as the Term Loan A Loan, in the maximum commitment amount of \$3,300,000, and Term Loan B Loan, in the maximum commitment amount of \$2,500,000 (collectively, the “Subject Amendments”). The effectiveness of the Subject Amendments is subject to customary conditions precedent and certain conditions subsequent.

The foregoing description of the Third Amendment to Credit Agreement is not complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 10.1 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 regarding the Third Amendment to Credit Agreement in Item 1.01 above is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

## (d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Third Amendment to Credit Agreement, dated as of May 26, 2026, by and between Allbirds, Inc., Allbirds International, Inc., the Lenders party thereto, and Second Avenue Capital Partners LLC</a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

\*Schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant will furnish a supplemental copy of any omitted schedule or similar attachment to the SEC upon request.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 28, 2026

**Allbirds, Inc.**

By: /s/ Joe Vernachio  
Joe Vernachio  
Chief Executive Officer

### THIRD AMENDMENT TO CREDIT AGREEMENT

This THIRD AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is made as of May 26, 2026, by and among Allbirds, Inc., a Delaware public benefit corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto and Second Avenue Capital Partners LLC, as Administrative Agent and Collateral Agent (in such capacities, the "Agent").

WITNESS ET H:

A. Reference is made to that certain Credit Agreement dated as of June 30, 2025 (as amended by that certain Consent and First Amendment to Credit Agreement, dated as of March 29, 2026 and that certain Second Amendment to Credit Agreement and Other Loan Documents, dated as of April 19, 2026, the "Existing Credit Agreement", and as amended by this Amendment and as may be further amended, restated, amended and restated, modified, supplemented and in effect from time to time, the "Amended Credit Agreement") by and among, among others, the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Agent. Capitalized terms used but not defined herein shall have the meanings set forth in the Amended Credit Agreement.

B. The Borrower has requested that the Agent and the Lenders agree to amend certain provisions of the Existing Credit Agreement in order to, among other things, reduce the Revolving Commitments to \$44,200,000.00 (the "Specified Revolving Commitment Reduction") and provide two new tranches of debt as the Term Loan A Loan and Term Loan B Loan, and the Agent and the Lenders are willing to do the foregoing, subject to the terms and conditions expressly set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments. Upon the Third Amendment Effective Date and in reliance on the representations and warranties set forth in Section 4 below:

(a) the Existing Credit Agreement (excluding the schedules and exhibits thereto, which shall remain in full force and effect) is hereby amended, as set forth in the conformed Credit Agreement attached hereto as Annex A, to delete the stricken text (indicated textually in the same manner as the following example: stricken text), to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), and to move from its location the stricken text in green (indicated textually in the same manner as the following example: moved from text) and to move into its new location the double-underlined text in green (indicated textually in the same manner as the following example: moved to text);

(b) Schedule 2.01 (Commitments and Applicable Percentages) to the Existing Credit Agreement is hereby amended and restated in its entirety in the form attached hereto as Schedule 2.01;

(c) Exhibit C (Compliance Certificate) to the Existing Credit Agreement is hereby amended and restated in its entirety in the form attached hereto as Exhibit C; and

(d) the exhibits to the Existing Credit Agreement are hereby amended by adding thereto Exhibit I (Term Loan A Note) and Exhibit J (Term Loan B Note) attached hereto as Exhibit I and Exhibit J.

2. The Administrative Agent and the Lenders hereby waive the Borrower's obligation to make, as a result of the Specified Revolving Commitment Reduction, any prepayment pursuant to (a) Section 2.05(h) of the Amended Credit Agreement or (b) that certain Fee Letter, dated as of the Closing Date, among the Loan Parties and the Agent, except to the extent required under that certain Fee Letter, dated as of the Third Amendment Effective Date, among the Loan Parties and the Agent.

3. Conditions Precedent to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of the Agent (unless otherwise waived by the Agent in writing in its sole discretion) (the date of satisfaction of such conditions, the "Third Amendment Effective Date"):

(a) the Agent shall have received the following:

(i) this Amendment, duly executed and delivered by the Agent, the Lenders and the Loan Parties;

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Agent may require evidencing the authority of such party to

enter into this Amendment and the other Loan Documents to which such Person is a party or is to become a party;

(iii) copies of each Loan Party's Organization Documents and such other documents and certifications as the Agent may reasonably require to evidence that each such Person is duly organized or formed, and that each such Person is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to so qualify in such jurisdiction could not reasonably be expected to have a Material Adverse Effect;

(iv) the Fee Letter, dated as of the Third Amendment Effective Date, among the Loan Parties and the Agent;

(v) a Term Loan A Note or a Term Loan B Note in favor of each applicable Lender requesting a Term Loan A Note or a Term Loan B Note;

(vi) a favorable opinion of (i) Holland & Hart LLP, as counsel to the Loan Parties, and (ii) Hodgson Russ LLP, as counsel to the Loan Parties for New York law opinion purposes, addressed to the Agent and each Lender, as to such matters concerning the Loan Parties and the Loan Documents as the Agent may reasonably request;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying (A) that the conditions specified in Sections 4.02(a) and 4.02(b) of the Amended Credit Agreement have been satisfied (or substantially concurrently with the Term Loan A Borrowing and Term Loan B Borrowing will be satisfied, as applicable), (B) that there has been no event or circumstance since December 31, 2025 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (C) to the Solvency of the Loan Parties as of the Third Amendment Effective Date after giving effect to the Term Loan A Borrowing and Term Loan B Borrowing and the other transactions contemplated hereby to occur on the Third Amendment Effective Date, and (D) either that (1) no consents, licenses or approvals are required in connection with the execution, delivery and performance by each Loan Party and the validity against each Loan Party of the Loan Documents to which it is a party, or (2) that all such consents, licenses and approvals have been obtained and are in full force and effect; and

(viii) such other assurances, certificates, documents, consents or opinions as the Agent or its counsel reasonably may request;

(b) the Borrower shall have paid in full all fees and expenses for which invoices have been presented (including, without limitation, the fees and expenses of counsel to the Agent);

(c) the representations and warranties set forth in Section 4 hereof shall be true and correct in all respects on and as of the Third Amendment Effective Date; and

(d) no Default or Event of Default shall have occurred and be continuing or would occur as a result of the consummation of the transactions contemplated by this Amendment

4. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agent and the Lenders that:

(a) the representations and warranties of such Loan Party contained in Article V of the Amended Credit Agreement or in any other Loan Document, or which are contained in any document furnished at any time under or in connection therewith, are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case, on and as of the Third Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects, and (ii) otherwise, in all material respects, in each case, as of such earlier date;

(b) such Loan Party has all requisite power and authority and all requisite governmental licenses, permits authorizations, consents and approvals to execute, deliver and perform its obligations under this Amendment;

(c) the execution, delivery and performance by such Loan Party of this Amendment has been duly authorized by all necessary corporate or other organizational action, and does not and will not (i) contravene the terms of any of such

Loan Party's Organization Documents; (ii) conflict with or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (x) any Material Contract or any Material Indebtedness to which such Loan Party is a party or affecting such Loan Party or the properties of such Loan Party or any of its Subsidiaries or (y) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject; or (iii) violate any Law except where such violation could not reasonably be expected to have a Material Adverse Effect;

(d) this Amendment constitutes a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(e) no Default or Event of Default exists and is continuing or would result from the consummation of the transactions contemplated by this Amendment; and

(f) the Borrower is taking all reasonable steps to complete the Contemplated Sale (as defined in the First Amendment) in accordance with applicable law and believes, after reasonable inquiry, that such Contemplated Sale will close without material changes to its principal terms and conditions on the timeline disclosed to the Agent.

5. Effect on Loan Documents; Ratification. The Amended Credit Agreement and the other Loan Documents, after giving effect to this Amendment, shall be and remain in full force and effect in accordance with their terms and hereby are ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of any right, power, or remedy of the Agent or any other Credit Party under the Existing Credit Agreement or any other Loan Document, as in effect prior to the Third Amendment Effective Date. After giving effect to this Amendment and the transactions contemplated hereunder, each Loan Party hereby ratifies and confirms in all respects all of its obligations under the Loan Documents to which it is a party and any prior grant of a security interest under the Loan Documents to which it is party. This Amendment is not a novation or discharge of the obligations of the Loan Parties under the Existing Credit Agreement and the other Loan Documents.

6. No Present Claims; Release. Each Loan Party acknowledges and agrees that as of the date hereof:

(a) it does not have any claim or cause of action against the Agent, any Lender or any of their respective Affiliates (or any of the Agent's, any Lender's or any of their respective Affiliates' directors, officers, employees, agents, subsidiaries, attorneys, attorneys' consultants, predecessors, successors or assigns) (collectively, the "Released Parties"); and (b) it does not have any offset right, counterclaim, or defense of any kind against the Obligations or any portion thereof. The Agent and each Lender intends (and each Loan Party agrees) to eliminate any possibility that any past conditions, acts, omissions, events, or circumstances would impair or otherwise adversely affect any of the rights, interests, security and/or remedies of the Agent and each Lender. For and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party unconditionally and irrevocably releases, waives, and forever discharges the Released Parties from the following (each a "Claim"): (x) any and all liabilities, obligations, duties, promises, or indebtedness of any kind (if any) of the Released Parties to any one or more of the Loan Parties, which existed, arose, or occurred at any time from the beginning of the world to the date of this Amendment, and (y) all claims, offsets, causes of action, suits, or defenses of any kind whatsoever (if any), which any one or more of the Loan Parties might otherwise have against the Released Parties, or any of them, in either case under clause (x) or (y) on account of any condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance, or matter of any kind, which existed, arose, or occurred at any time from the beginning of the world to the date of this Amendment in connection with the Loan Documents or any of the transactions contemplated hereby and thereby. In entering into this Amendment, each Loan Party (i) acknowledges and agrees that it has had the opportunity to consult with counsel, (ii) acknowledges and agrees that the releases set forth herein were separately bargained for and expressly consents that these releases shall be given full force and effect in accordance with each and all of their express terms and provisions, (iii) expressly disclaims any reliance on any representations, acts or omissions by the Agent, any Lender or any other Released Party, and (iv) agrees and acknowledges that the validity and effectiveness of the releases set forth herein do not depend in any way on any such representation, acts and/or omissions or the accuracy, completeness or validity thereof. Notwithstanding anything contained herein to the contrary and unless otherwise agreed to by the Loan Parties after the date hereof, the Loan Parties are not releasing the Released Parties with respect to their obligations to be performed on and after the date of this Amendment arising under this Amendment, the Amended Credit Agreement or any other Loan Document. The provisions of this Section 6 shall survive payment in full of all Obligations and termination of the Aggregate Revolving Commitments.

7. Miscellaneous.

(a) Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the Agent under any of the Loan Documents, nor

constitute a waiver of any provision of any of the Loan Documents. Except as expressly set forth herein, nothing contained in this Amendment and no action by, or inaction on the part of, any Lender or the Agent shall, or shall be deemed to, directly or indirectly constitute a consent to or waiver of any past, present or future violation of any provisions of any Loan Document.

(b) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, pdf., or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Amendment.

(c) This Amendment and the other Loan Documents (as amended hereby) constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(d) If any provision of this Amendment is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby, and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(e) The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(f) This Amendment is and shall constitute a Loan Document.

(g) Headings and captions used in this Amendment are included for convenience of reference only and shall not be given any substantive effect.

(h) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

**LOAN PARTIES:**

**Allbirds, Inc.**, as the Borrower

By: /s/ Joe Vernachio  
Joe Vernachio  
Chief Executive Officer

**Allbirds International, INC.**, as a Guarantor

By: /s/ Joe Vernachio  
Joe Vernachio  
Chief Executive Officer

**AGENT AND LENDERS:**

**Second Avenue Capital Partners LLC**, as the Agent and a Lender

By: /s/ Mark Gallivan  
Mark Gallivan  
Authorized Signer