

**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

June 8, 2023 (June 2, 2023)
Date of Report (Date of earliest event reported)

Ocean Biomedical, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or other jurisdiction
of incorporation)

001-40793

(Commission
File No.)

87-1309280

(I.R.S. Employer
Identification No.)

**55 Claverick St., Room 325
Providence, RI 02903**

(Address of Principal Executive Offices)

(401) 444-7375

(Registrant's Telephone Number)

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 Instruction 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
Common stock, par value \$0.0001 per share Warrants, each warrant exercisable for one share of common stock at an exercise price of \$11.50	OCEA OCEAW	The Nasdaq Stock Market LLC The Nasdaq Stock Market LLC

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 to Loan Agreement with McKra Investments III

On June 2, 2023, Ocean Biomedical, Inc., a Delaware corporation (the “**Company**”), and McKra Investments III, a California general partnership (“**McKra**”), entered into that certain Amendment to Loan Agreement, dated June 2, 2023 but effective as of May 12, 2023 (the “**McKra Loan Amendment**”). The purpose of the McKra Loan Amendment was to amend and supplement the Loan Agreement that the Company and McKra entered into on March 28, 2023 (the “**McKra Loan Agreement**”), pursuant to which McKra made a single advance loan of \$1,000,000 to the Company, which bears interest at a rate of 15% per annum (the “**McKra Advance**”).

Under the McKra Loan Amendment, the Company is required to:

- (1) pay McKra \$175,000, which McKra will apply as payment towards any outstanding fees due under the McKra Loan Agreement, upon the execution of the McKra Loan Amendment;
- (2) pay McKra \$500,000, which McKra will apply as partial payment towards the McKra Advance, within five business days of the Company’s receipt of funds pursuant to that certain Securities Purchase Agreement, dated May 15, 2023, between the Company and Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B, as amended by that certain Amendment No. 1 to the Securities Purchase Agreement, dated May 25, 2023 (as amended, the “**SPA**”), in connection with the first Additional Closing (as defined in the SPA) under the SPA;
- (3) pay McKra \$500,000 plus any accrued unpaid interest, which McKra will apply as payment in full of the McKra Advance, within five business days of the Company’s receipt of funds in connection with the second Additional Closing under the SPA; and
- (4) repay the McKra Advance plus any accrued unpaid interest as promptly as possible using the proceeds from any Capital Raise (as defined in the McKra Loan Amendment) that generates proceeds of at least \$25,000,000 for the Company.

In exchange for entering into the McKra Loan Amendment, the Company must issue 25,000 shares of the Company’s common stock, par value \$0.0001 per share (“**Common Stock**”; such shares of Common Stock, the “**McKra Extension Shares**”), to McKra within five business days of the parties’ execution of the McKra Loan Amendment. No later than 30 days after such issuance, the Company must file a registration statement for the McKra Extension Shares.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment to Loan Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Omnibus Amendment to Loan Agreements with Second Street Capital, LLC

On June 2, 2023, the Company and Second Street Capital, LLC, a California limited liability company ("**Second Street Capital**"), entered into that certain Omnibus Amendment to Loan Agreements, dated June 2, 2023 but effective as of May 12, 2023 (the "**Second Street Loans Amendment**"). The purpose of the Second Street Loans Amendment was to amend and supplement three loan agreements between the Company and Second Street Capital (collectively, the "**Second Street Loan Agreements**"), pursuant to which Second Street Capital made three advance loans totaling \$1,700,000 to the Company, each of which bears interest at 15% per annum (collectively, the "**Second Street Advances**"). The Second Street Loan Agreements consist of the following:

- (i) Loan Agreement, dated February 22, 2023, pursuant to which Second Street Capital made a single advance loan of \$600,000 to the Company (the "**First Loan**"), as amended by a total of five amendments to such Loan Agreement, dated April 22, 2022, September 30, 2022, December 30, 2022, February 15, 2023, and March 31, 2023, which successively extended the maturity date of the First Loan to May 31, 2023;
- (ii) Loan Agreement, dated April 22, 2022, pursuant to which Second Street Capital made a single advance loan of \$200,000 to the Company (the "**Second Loan**"), as amended by a total of five amendments to such Loan Agreement, dated September 30, 2022, December 30, 2022, January 10, 2023, February 15, 2023, and March 31, 2023, pursuant to which the aggregate principal amount of the Second Loan was increased to \$400,000 and the maturity date of the Second Loan was successively extended to May 31, 2023; and
- (iii) Loan Agreement dated March 29, 2023, pursuant to which Second Street Capital agreed to make advance loans to the Company in the principal amount of \$700,000.

Under the Second Street Loans Amendment, the Company is required to:

- (1) pay Second Street Capital \$325,000, which Second Street Capital will apply as payment towards any outstanding fees due under the Second Street Loan Agreements, upon the execution of the Second Street Loans Amendment;
- (2) pay Second Street Capital \$500,000, which Second Street Capital will apply as partial payment towards the Second Street Advances, within five business days of the Company's receipt of funds in connection with the first Additional Closing under the SPA;
- (3) pay Second Street Capital \$1,200,000 plus any accrued unpaid interest, which Second Street Capital will apply as payment in full of the Second Street Advances, within five business days of the Company's receipt of funds in connection with the second Additional Closing under the SPA; and
- (4) repay the Second Street Advances plus any accrued unpaid interest as promptly as possible using the proceeds from any Capital Raise (as defined in the Second Street Loans Amendment) that generates proceeds of at least \$25,000,000 for the Company.

In exchange for entering into the Second Street Loans Amendment, the Company must issue 25,000 shares of Common Stock (the "**Second Street Extension Shares**") to Second Street Capital within five business days of the parties' execution of the Second Street Loans Amendment. No later than 30 days after such issuance, the Company must file a registration statement for the Second Street Extension Shares.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Omnibus Amendment to Loan Agreements, a copy of which is filed as Exhibit 10.2 hereto 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.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03 to the extent required.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Amendment to Loan Agreement, dated June 2, 2023, between the Company and McKra Investments III
10.2	Omnibus Amendment to Loan Agreements, dated June 2, 2023, between the Company and Second Street Capital, LLC
104	Cover Page Interactive Data File (embedded with 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.

OCEAN BIOMEDICAL, INC.

By: /s/ Elizabeth Ng
Elizabeth Ng
Chief Executive Officer

Date: June 8, 2023

AMENDMENT TO LOAN AGREEMENT

THIS AMENDMENT TO LOAN AGREEMENT (this "Amendment") is dated as of June 2, 2023 (but is effective as of May 12, 2023) by and among OCEAN BIOMEDICAL, INC., a Delaware corporation ("Borrower"), and McKRA INVESTMENTS III, a California general partnership ("Lender"; together with Borrower, the "Parties").

RECITALS:

A. Lender and Borrower entered into that certain Loan Agreement, dated as of March 28, 2023, whereby Lender agreed to make a single Advance to Borrower in the principal amount of \$1,000,000 (the "Loan Agreement").

B. Borrower and Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B have entered into that certain Securities Purchase Agreement, dated as of May 15, 2023 (the "SPA").

C. Whereas, the Parties wish to amend the Loan Agreement to incorporate certain terms and conditions pursuant to a mutually agreed upon understanding.

AGREEMENT:

NOW THEREFORE, for and in consideration of the above premises, the mutual obligations of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) **Incorporation of Recitals; Certain Defined Terms.** The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if set forth at length in this Paragraph. Capitalized terms that are used but not otherwise defined in this Amendment shall have the respective meanings that such terms have in the Loan Agreement.

2) **Specific Amendment Terms – Loan Agreement.** The Loan Agreement is hereby amended as follows:

a) Upon the Parties' due execution of this Amendment, Borrower shall pay to Lender an amount of \$175,000.00, which Lender will apply as payment towards the outstanding Fees due under the Loan Agreement.

b) Within five (5) business days of Borrower's receipt of funds in connection with the first Additional Closing (as defined in the SPA) under the SPA, Borrower shall pay to Lender an amount of \$500,000.00, which Lender will apply as partial payment towards the Advance made under the Loan Agreement, in the order and amounts determined by Lender.

c) Within five (5) business days of Borrower's receipt of funds in connection with the second Additional Closing (as defined in the SPA) under the SPA (the "Maturity"), Borrower shall pay to Lender an amount of \$500,000.00 plus any accrued unpaid interest.

which Lender will apply as payment in full of the Advance made under the Loan Agreement, in the order and amounts determined by Lender.

d) In the event Borrower raises any additional capital through any financing arrangements, the issuance of equity, debt or any instruments convertible or exercisable into the foregoing securities or otherwise in which Borrower has received proceeds in a minimum amount of \$25 million (a "Capital Raise"), the proceeds of such Capital Raise shall be used by Borrower to as promptly as possible repay the Advance made under the Loan Agreement plus any accrued unpaid interest.

3) **Issuance of Shares.** In exchange for this Amendment, Borrower shall issue 25,000 shares of Common Stock of Borrower ("Extension Shares") to Lender within five (5) business days of the Parties' due execution of this Amendment; provided, however, that in no event will Borrower issue any Extension Shares to Lender that would result in Lender (together with any other persons whose beneficial ownership of Borrower's Common Stock would be aggregated with Lender's for purposes of Section 13(d) or Section 16 of the Exchange Act and the applicable regulations of the Securities and Exchange Commission, including any "group" of which Lender is a member) beneficially owning more than 9.9% of the outstanding shares of Borrower's Common Stock. The Company shall file a registration statement for the Extension Shares no later than thirty (30) days following such issuance.

4) **Effect of Amendment; Ratification of Loan Agreement.** This Amendment amends and supplements the Loan Agreement. The terms and provisions of this Amendment shall govern and supersede any contrary terms and provisions set forth in the Loan Agreement. The Loan Agreement, as amended by this Amendment, is hereby ratified and confirmed and remains in full force and effect.

5) **Counterparts.** This Amendment may be exercised in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Loan Agreement as of the date first written above.

OCEAN BIOMEDICAL, INC.

By: 
Name: Chirinjeev Kathuria
Title: Executive Chairman

McKRA INVESTMENTS III

By: 
Name: Jim Caviglia
Title: Partner

OMNIBUS AMENDMENT TO LOAN AGREEMENTS

THIS OMNIBUS AMENDMENT TO LOAN AGREEMENTS (this "Amendment") is dated as of June 2, 2023 (but is effective as of May 12, 2023) by and among OCEAN BIOMEDICAL, INC., a Delaware corporation ("Borrower"), and SECOND STREET CAPITAL, LLC, a California limited liability company ("Lender"; together with Borrower, the "Parties").

RECITALS:

A. Lender and Borrower entered into that certain Loan Agreement, dated as of February 22, 2022, whereby Lender agreed to make a single Advance in the principal amount of \$600,000 to Borrower; on April 22, 2022 Lender extended the Maturity to November 18, 2022; on September 30, 2022 Lender extended the Maturity to December 30, 2022; on December 30, 2022 Lender extended the Maturity to February 15, 2023; on February 15, 2023 Lender extended the Maturity to March 31, 2023; and on March 31, 2023 Lender extended the Maturity to May 31, 2023 (collectively, the "First Loan Agreement").

B. Lender and Borrower entered into that certain Loan Agreement, dated as of April 22, 2022, whereby Lender agreed to make a single Advance in the principal amount of \$200,000 to Borrower; on September 30, 2022 Lender extended the Maturity to December 30, 2022; on December 30, 2022 Lender extended the Maturity to February 15, 2023; on January 10, 2023 Lender increased the aggregate total principal amount from \$200,000 to \$400,000; on February 15, 2023 Lender extended the Maturity to March 31, 2023; and on March 31, 2023 Lender extended the Maturity to May 31, 2023 (collectively, the "Second Loan Agreement").

C. Lender and Borrower entered into that certain Loan Agreement, dated as of March 29, 2023, whereby Lender agreed to make Advances to Borrower in the principal amount of \$700,000 (the "Third Loan Agreement"; together with the First Loan Agreement and the Second Loan Agreement, the "Loan Agreements" and each a "Loan Agreement").

D. Borrower and Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B have entered into that certain Securities Purchase Agreement, dated as of May 15, 2023 (the "SPA").

E. Whereas, the Parties wish to amend the Loan Agreements to incorporate certain terms and conditions pursuant to a mutually agreed upon understanding.

AGREEMENT:

NOW THEREFORE, for and in consideration of the above premises, the mutual obligations of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) **Incorporation of Recitals; Certain Defined Terms.** The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if set forth at length in this Paragraph. Capitalized terms that are used but not otherwise defined in this Amendment shall have the respective meanings that such terms have in the Loan Agreements.

2) **Specific Amendment Terms – Loan Agreements.** The Loan Agreements are hereby amended as follows:

a) Upon the Parties' due execution of this Amendment, Borrower shall pay to Lender an amount of \$325,000.00, which Lender will apply as payment towards the outstanding Fees due under the Loan Agreements, in the order and amounts determined by Lender.

b) Within five (5) business days of Borrower's receipt of funds in connection with the first Additional Closing (as defined in the SPA) under the SPA, Borrower shall pay to Lender an amount of \$500,000.00, which Lender will apply as partial payment towards the Advances made under the Loan Agreements, in the order and amounts determined by Lender.

c) Within five (5) business days of Borrower's receipt of funds in connection with the second Additional Closing (as defined in the SPA) under the SPA (the "Maturity"), Borrower shall pay to Lender an amount of \$1,200,000.00 plus any accrued unpaid interest, which Lender will apply as payment in full of the Advances made under the Loan Agreements, in the order and amounts determined by Lender.

d) In the event Borrower raises any additional capital through any financing arrangements, the issuance of equity, debt or any instruments convertible or exercisable into the foregoing securities or otherwise in which Borrower has received proceeds in an minimum amount of \$25 million (a "Capital Raise"), the proceeds of such Capital Raise shall be used by Borrower to as promptly as possible repay the Advances made under the Loan Agreements plus any accrued unpaid interest.

3) **Issuance of Shares.** In exchange for this Amendment, Borrower shall issue 25,000 shares of Common Stock of Borrower ("Extension Shares") to Lender within five (5) business days of the Parties' due execution of this Amendment; provided, however, that in no event will Borrower issue any Extension Shares to Lender that would result in Lender (together with any other persons whose beneficial ownership of Borrower's Common Stock would be aggregated with Lender's for purposes of Section 13(d) or Section 16 of the Exchange Act and the applicable regulations of the Securities and Exchange Commission, including any "group" of which Lender is a member) beneficially owning more than 9.9% of the outstanding shares of Borrower's Common Stock. The Company shall file a registration statement for the Extension Shares no later than thirty (30) days following such issuance.


4) **Effect of Amendment; Ratification of Loan Agreements.** This Amendment amends and supplements the Loan Agreements. The terms and provisions of this Amendment shall govern and supersede any contrary terms and provisions set forth in the Loan Agreements. The Loan Agreements, as amended by this Amendment, are hereby ratified and confirmed and remain in full force and effect.

5) **Counterparts.** This Amendment may be exercised in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Omnibus Amendment to Loan Agreements as of the date first written above.

OCEAN BIOMEDICAL, INC.

By: 
Name: Chirinjeev Kathuria
Title: Executive Chairman

SECOND STREET CAPITAL, LLC

By: 
Name: Eric Hargrave
Title: Managing Member