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 5, 2026 (September 30, 2026)

SOLESENCE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-42589**	**36-3687863**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1319 Marquette Drive
Romeoville, Illinois 60446
(Address of Principal Executive Offices) (Zip Code)

(630) 771-6708
(Registrant's telephone number, including area code)

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, $0.01 par value per share	SLSN	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 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On September 30, 2026, Solésence, Inc. (the "Company") entered into a (i) Fourth Amendment to Business Loan Agreement (the "Term Loan Agreement Amendment") with Strandler, LLC, an affiliate of our controlling shareholder, Bradford T. Whitmore, (ii) Fourth Amendment to Amended and Restated Business Loan Agreement (the "A/R Loan Agreement Amendment") with Beachcorp, LLC, which is also an affiliate of our controlling shareholder, Bradford T. Whitmore ("Beachcorp"), and (iii) Fourth Amendment to Business Loan Agreement with Beachcorp (the "Revolving Loan Agreement Amendment" and together with the Term Loan Agreement Amendment and the A/R Term Loan Agreement Amendment, the "Loan Agreement Amendments").

The Loan Agreement Amendments extended the maturity date under each respective loan agreement from to April 30, 2027 to May 31, 2028.

The description of the terms and conditions of the Loan Agreement Amendments does not purport to be complete and is qualified in its entirety by the full text of the Loan Agreement Amendments, which are filed as exhibits to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Fourth Amendment to Term Loan Agreement, dated September 30, 2026.
10.2	Fourth Amendment to A/R Loan Agreement, dated September 30, 2026.
10.3	Fourth Amendment to Revolving Loan Agreement, dated September 30, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Dated: October 5, 2026

SOLÉSENCE, INC.

By: /s/ Laura Riffner
Name: Laura Riffner
Title: Chief Financial Officer

FOURTH AMENDMENT TO BUSINESS LOAN AGREEMENT

This Fourth Amendment is dated as of September 30, 2026 and is by and between **SOLÉSENCE, INC. (f/k/a NANOPHASE TECHNOLOGIES CORPORATION)**, a Delaware corporation ("Borrower") in favor of **STRANDLER, LLC**, a South Dakota limited liability company ("Lender") and amends that certain Business Loan Agreement dated as of January 28, 2022 (as amended, "Loan Agreement") between Borrower and Lender (the "Loan Agreement").

1. Borrower and Lender hereby agree to amend the Loan Agreement as follows:

(a) Section 1.1(b) is hereby amended by replacing the date "April 30, 2027" with the date "May 31, 2028".

(b) Section 7.1 is hereby amended by amending the definition of "Term Maturity Date" in its entirety to read as follows:

"**Term Maturity Date.** The words "Term Maturity Date" mean "May 31, 2028."

2. Borrower represents to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Agreement or any Related Documents (as defined therein (collectively with the Loan Agreement, the "Loan Documents"), and any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower hereby releases and forever discharges Lender, its affiliates, and each of its officers, managers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

3. Except as modified hereby, the Loan Agreement is hereby ratified and affirmed in all respects.

SOLÉSENCE, INC.
(f/k/a NANOPHASE TECHNOLOGIES CORPORATION)

By: Laura Riffner
Name: Laura Riffner
Title: Chief Financial Officer

STRANDLER, LLC

By: _____
Bradford T. Whitmore
Manager

Acknowledged:

SOLÉSENCE, LLC

By: Laura Riffner
Name: Laura Riffner
Title: Chief Financial Officer

FOURTH AMENDMENT TO
AMENDED AND RESTATED BUSINESS LOAN AGREEMENT

This Fourth Amendment is dated as of September 30, 2026 and is by and between **SOLÉSENCE, INC.**, a Delaware corporation (F/K/A **NANOPHASE TECHNOLOGIES CORPORATION)** ("Borrower") in favor of **BEACHCORP, LLC**, a Delaware limited liability company ("Lender") and amends that certain Amended and Restated Business Loan Agreement dated as of January 28, 2022 between Borrower and Lender (as amended from time to time, the "Loan Agreement").

1. Section 7.1 is hereby amended by amending the definition of "Revolving Maturity Date" in its entirety to read as follows:

> "**Revolving Maturity Date.** The words "Revolving Maturity Date" mean May 31, 2028."

2. Borrower represents to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Agreement or any Related Documents (as defined therein (collectively with the Loan Agreement, the "Loan Documents"), and any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower hereby releases and forever discharges Lender, its affiliates, and each of its officers, managers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

3. Except as modified hereby, the Loan Agreement is hereby ratified and affirmed in all respects.

SOLÉSENCE, INC.
(F/K/A NANOPHASE TECHNOLOGIES CORPORATION)

By: Laura Riffner
Name: Laura Riffner
Title: Chief Financial Officer

BEACHCORP, LLC

By: _____
Bradford T. Whitmore
Manager

Acknowledged:

SOLÉSENCE, LLC

By: Laura Riffner
Name: Laura Riffner
Title: Chief Financial Officer

FOURTH AMENDMENT TO BUSINESS LOAN AGREEMENT

This Fourth Amendment is dated as of September 30, 2026 and is by and between **SOLÉSENCE, INC.**, a Delaware corporation (F/K/A **NANOPHASE TECHNOLOGIES CORPORATION)** ("Borrower") in favor of **BEACHCORP, LLC**, a Delaware limited liability company ("Lender") and amends that certain Business Loan Agreement dated as of January 28, 2022 (as amended, "Loan Agreement") between Borrower and Lender (the "Loan Agreement").

1. Section 7.1 is hereby amended by amending the definition of "Revolving Maturity Date" in its entirety to read as follows:

"**Revolving Maturity Date.** The words "Revolving Maturity Date" mean "May 31, 2028."

2. Borrower represents to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Agreement or any Related Documents (as defined therein (collectively with the Loan Agreement, the "Loan Documents"), and any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower hereby releases and forever discharges Lender, its affiliates, and each of its officers, managers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

3. Except as modified hereby, the Loan Agreement is hereby ratified and affirmed in all respects.

SOLÉSENCE, INC.
(F/K/A NANOPHASE TECHNOLOGIES CORPORATION)

By: _____
Name: Laura Riffner
Title: Chief Financial Officer

BEACHCORP, LLC

By: _____
Bradford T. Whitmore
Manager

Acknowledged:

SOLÉSENCE, LLC

By: _____
Name: Laura Riffner
Title: Chief Financial Officer