
**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): March 10, 2023

NUBURU, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39489
(Commission
File Number)

85-1288435
(I.R.S. Employer
Identification No.)

7442 S Tucson Way, Suite 130, Centennial, CO
(Address of principal executive offices)

80112
(Zip Code)

(720) 767-1400
(Registrant's telephone number, including area code)

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:

- 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, par value \$0.0001 per share	BURU	NYSE American
Redeemable warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of \$11.50	BURU WS	NYSE American

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**Fourth Amendment to Registration Rights and Lock-Up Agreement**

On March 10, 2023, Nuburu, Inc., a Delaware corporation f/k/a Nuburu, Inc. (the “Company”), and certain other parties entered into an amendment (the “Fourth Amendment to Registration Rights and Lock-Up Agreement”) to that certain Amended and Restated Registration Rights and Lock-Up Agreement, dated August 5, 2022, by and among the Company and the Holders (as defined therein), as amended by the Amendment to Amended and Restated Registration Rights and Lock-Up Agreement dated November 22, 2022, the Second Amendment to Amended and Restated Registration Rights and Lock-Up Agreement dated January 31, 2023, and the Third Amendment to Amended and Restated Registration Rights and Lock-Up Agreement dated January 31, 2023 (as amended, the “Registration Rights and Lock-Up Agreement”). The Fourth Amendment to Registration Rights and Lock-Up Agreement further amends the original Registration Rights and Lock-Up Agreement to expand the scope of “Permitted Transfers” by the Anzu Investors by removing the requirement that the price at which such transfers occur must exceed \$5.00 per share of Common Stock.

The foregoing description of the Fourth Amendment to Registration Rights and Lock-Up Agreement is qualified in its entirety by the full text of the amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Third Amendment to Preferred Stock Sale Option Agreement

On March 10, 2023, the Company and certain other parties entered into an amendment (the “Third Amendment to Preferred Stock Sale Option Agreement”) to that certain Preferred Stock Sale Option Agreement, dated August 5, 2022, by and among the Company and each of Anzu Nuburu LLC, Anzu Nuburu II LLC, Anzu Nuburu III LLC and Anzu Nuburu V LLC (the “Anzu SPVs”), as amended by the Amendment to Preferred Stock Sale Option Agreement entered into on November 22, 2022, and the Second Amendment to Preferred Stock Sale Option Agreement on November 28, 2022 (as amended, the “Preferred Stock Sale Option Agreement”). The Third Amendment to Preferred Stock Sale Option Agreement further amends the Preferred Stock Sale Option Agreement to revise the definition of an “Option Period” during which the Company may exercise the Option (as defined in the Preferred Stock Sale Option Agreement) to mean (i) the first through third trading day of each month, with respect to permitted transfers made by the holder during the period beginning with the start of the eleventh trading day of the preceding month and continuing through the end of the preceding month, and (ii) the eleventh through thirteenth trading day of each month, with respect to permitted transfers made during the first ten trading days of that month.

The foregoing description of the Third Amendment to Preferred Stock Sale Option Agreement is qualified in its entirety by the full text of the amendment, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.**Stock Purchase Agreement**

Wilson Sonsini Goodrich & Rosati, Professional Corporation (“WSGR”) was engaged by Nuburu Subsidiary, Inc., a Delaware corporation f/k/a Nuburu, Inc. and wholly owned subsidiary of the Company (“Legacy Nuburu”), to act as its counsel for the business combination with the Company. As partial compensation for the services provided by WSGR to Legacy Nuburu in connection with the business combination, the Company agreed to issue to WSGR 195,452 shares of common stock and 195,452 shares of Series A preferred stock pursuant to the terms of a Stock Purchase Agreement entered into by and between the Company and WSGR on March 10, 2023. The foregoing issuance was made in a transaction not involving a public offering pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), in reliance upon Section 4(a)(2) of the Securities Act or Regulation D promulgated under the Securities Act. The shares of Series A preferred stock are convertible into shares of Common Stock on the terms set forth in the Certificate of Designations of the Company.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Fourth Amendment to Registration Rights and Lock-Up Agreement</u>
10.2	<u>Third Amendment to Preferred Stock Sale Option Agreement</u>
104	Cover page interactive data file (embedded within the Inline XBRL document)

SIGNATURE

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: March 10, 2023

NUBURU, INC.

By: /s/ Brian Knaley

Name: Brian Knaley

Title: Chief Financial Officer

FOURTH AMENDMENT TO AMENDED AND RESTATED REGISTRATION RIGHTS AND LOCK-UP AGREEMENT

This Fourth Amendment to Amended and Restated Registration Rights and Lock-Up Agreement (this “**Amendment**”), dated as of March 10, 2023, by and among Nuburu, Inc., a Delaware corporation f/k/a Tailwind Acquisition Corp. (the “**Company**”), and the other signatories hereto (together with the Company, the “**Parties**”), is to that certain Amended and Restated Registration Rights and Lock-Up Agreement, dated as of August 5, 2022 (as amended by the Amendment to Amended and Restated Registration Rights and Lock-Up Agreement dated November 22, 2022, the Second Amendment to Amended and Restated Registration Rights and Lock-Up Agreement dated January 31, 2023, and the Third Amendment to Amended and Restated Registration Rights and Lock-Up Agreement dated January 31, 2023, the “**Registration Rights Agreement**”), by and among the Company and the Holders (as defined therein). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Registration Rights Agreement.

RECITALS

WHEREAS, Section 8.12 of the Registration Rights Agreement provides that the Registration Rights Agreement may be amended following the Effective Time only by an agreement in writing signed by the Company and the Holders holding at least a majority in interest of the then-outstanding number of Registrable Securities held by all Holders (provided the Holders or their Permitted Transferees hold Registrable Securities at the time of such amendment) (the “**Requisite Threshold**”);

WHEREAS, the undersigned constitute the Requisite Threshold; and

WHEREAS, each of the Parties desires to amend, and does hereby amend, the Registration Rights Agreement to make such amendments as are set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Amendments to the Registration Rights Agreement. Section 5.1.2 of the Registration Rights Agreement is hereby amended and restated in its entirety as follows:

“5.1.2 Notwithstanding the foregoing subsection 5.1.1, (i) a Holder may Transfer any shares of Converted Common Stock beneficially owned or owned of record by such Holder at any time if the sale price of the Converted Common Stock at which the Transfer occurs (x) exceeds the 10-day VWAP per share of Common Stock, and (y) exceeds \$5.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like); (ii) an Anzu Holder may at any time Transfer any shares of Common Stock received by such Holder at the Effective Time as Aggregate Common Stock Merger Consideration that are beneficially owned or owned of record by such Holder if the sale price of the Common Stock at which the Transfer occurs exceeds the 10-day VWAP per share of Common Stock, (each such Transfer by an Anzu Holder pursuant to the foregoing (ii), a “Permitted Transfer”); and (iii) a CCM Holder may at any time Transfer any shares of Common Stock that are beneficially owned or owned of record by such Holder if the sale price of the Common Stock at which the Transfer occurs (x) equals or exceeds the VWAP per share of Common Stock for the previous Trading Day, and (y) exceeds \$5.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like); provided, however, that any such Transfer(s) by the CCM Holder may not exceed more than 20% of the traded volume on the date of Transfer.”

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2. References to the Registration Rights Agreement. After giving effect to this Amendment, unless the context otherwise requires, each reference in the Registration Rights Agreement to “this Agreement,” “hereof,” “hereunder,” “herein,” or words of like import referring to the Registration Rights Agreement shall refer to the Registration Rights Agreement as amended by this Amendment. Except as specifically set forth above, the Registration Rights Agreement shall remain unaltered and in full force and effect and the respective terms, conditions or covenants thereof are hereby in all respects ratified and confirmed. (a) This Amendment shall become effective upon the execution and delivery of this Amendment by the Requisite Threshold, and (b) this Amendment shall be incorporated in, and become a part of, the Registration Rights Agreement as set forth herein for all purposes of the Registration Rights Agreement.
 3. Other Miscellaneous Provisions. Sections 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.12, 8.13 and 8.15 of the Registration Rights Agreement shall apply to this Amendment as if set forth herein, *mutatis mutandis*.

[Signatures Follow]

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

COMPANY:

NUBURU, INC.

By: /s/ Mark Zediker

Name: Mark Zediker

Title: Chief Executive Officer

ORIGINAL HOLDER:

TAILWIND SPONSOR LLC

By: _____

Name: Philip Krim

Title: Manager

[Signature Page to Fourth Amendment to Amended and Restated Registration Rights and Lock-Up Agreement]

NUBURU HOLDERS:

BLUE LASER LLC

By: _____
Print Name: Curtis Maas
Title: Manager

GRAPHA-HOLDINGS AG

By: _____
Print Name: Stephan Wintsch
Title: CEO

THE THOMAS J. WILSON REVOCABLE TRUST U/A/D
MARCH 13, 2015

By: _____
Print Name: Thomas Wilson
Title: Trustee

WILSON-GARLING 2020 FAMILY TRUST UAD 9/20/20

By: _____
Print Name: Jill Garling
Title: Trustee

W-G INVESTMENTS LLC

By: _____
Print Name: Thomas Wilson
Title: Manager

BRIAN FAIRCLOTH

/s/ Brian Faircloth _____

BRIAN KNALEY

/s/ Brian Knaley _____

RON NICOL

/s/ Ron Nicol _____

[Signature Page to Fourth Amendment to Amended and Restated Registration Rights and Lock-Up Agreement]

ANZU HOLDERS:

ANZU PARTNERS LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU II LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU III LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU V LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

WHITNEY HARING-SMITH

/s/ Whitney Haring-Smith

DAVID MICHAEL

/s/ David Michael

DAVID SELDIN

/s/ David Seldin

[Signature Page to Fourth Amendment to Amended and Restated Registration Rights and Lock-Up Agreement]

CCM HOLDER:

COHEN & COMPANY CAPITAL MARKETS

By: J.V.B. Financial Group, LLC

By:

Print Name: Stephan Burklin

Title: Chief Operating Officer

J.V.B. Financial Group, LLC

[Signature Page to Fourth Amendment to Amended and Restated Registration Rights and Lock-Up Agreement]

THIRD AMENDMENT TO PREFERRED STOCK SALE OPTION AGREEMENT

This Third Amendment to Preferred Stock Sale (this “**Amendment**”), dated as of March 10, 2023, by and among Nuburu, Inc., a Delaware corporation f/k/a Tailwind Acquisition Corp. (the “**Company**”), and the other signatories hereto (together with the Company, the “**Parties**”), is to that certain Preferred Stock Sale Option Agreement, dated as of August 5, 2022 (as amended pursuant to the Amendment to Preferred Stock Sale Option Agreement, dated November 22, 2022, and the Second Amendment to Preferred Stock Sale Agreement, dated November 28, 2022, the “**Sale Option Agreement**”), by and among the Company and the Holders (as defined therein). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Sale Option Agreement.

RECITALS

WHEREAS, Section 8.12 of the Registration Rights Agreement, as incorporated into Section 5 of the Sale Option Agreement, provides that the Sale Option Agreement may be amended following the Effective Time only by an agreement in writing signed by the Company and the Holders holding at least a majority in interest of the then-outstanding number of Registrable Securities (as defined in the Registration Rights Agreement) held by all Holders (provided the Holders or their Permitted Transferees hold Registrable Securities at the time of such amendment) (the “**Requisite Threshold**”);

WHEREAS, the undersigned constitute the Requisite Threshold;

WHEREAS, the Holders, together with certain other parties, entered into a Rule10b5-1 Sales Plan dated December 12, 2022, (the “**Sales Plan**”) with Tigress Financial Partners LLC (“**Tigress**”), pursuant to which the Holders and such other parties authorized Tigress to sell shares of Stock (as defined in the Sales Plan), subject to the conditions and limitations set forth in the Sales Plan; and

WHEREAS, each of the Parties desires to amend, and does hereby amend, the Sale Option Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Amendments to the Sale Option Agreement

(a) Section 1(b) of the Sale Option Agreement is hereby amended and restated in its entirety as follows:

“1. Grant of Sale Option

(b) Right to Sell. Subject to the terms and conditions of this Agreement, during each Option Period the Company shall have the right (an “**Option**”), but not the obligation, to cause any Holder to use up to 2/3 of the gross proceeds of Permitted Transfers made by such Holder to purchase New SPAC Series A

Preferred Stock from the Company at the then applicable Purchase Price (as defined below). An “Option Period” shall mean (i) the first through third trading day of each month, with respect to Permitted Transfers made by the Holder during the period beginning with the start of the eleventh trading day of the preceding month and continuing through the end of the preceding month, and (ii) the eleventh through thirteenth trading day of each month, with respect to Permitted Transfers made during the first ten trading days of that month.

2. (b) References to the Sale Option Agreement. After giving effect to this Amendment, unless the context otherwise requires, each reference in the Sale Option Agreement to “this Agreement,” “hereof,” “hereunder,” “herein,” or words of like import referring to the Sale Option Agreement shall refer to the Sale Option Agreement as amended by this Amendment. Except as specifically set forth above, the Sale Option Agreement shall remain unaltered and in full force and effect and the respective terms, conditions or covenants thereof are hereby in all respects ratified and confirmed. Upon the execution and delivery of this Amendment by the parties hereto, (a) this Amendment shall become immediately effective, and (b) this Amendment shall be incorporated in, and become a part of, the Sale Option Agreement as set forth herein for all purposes of the Sale Option Agreement.
3. Other Miscellaneous Provisions. Sections 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.12, 8.13 and 8.15 of the Registration Rights Agreement, as incorporated through Section 5 of the Sale Option Agreement, shall apply to this Amendment as if set forth herein, *mutatis mutandis*.

[Signatures Follow]

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

COMPANY:

NUBURU, INC.

By: /s/ Mark Zediker

Name: Mark Zediker

Title: Chief Executive Officer

[Signature Page to Third Amendment to Preferred Stock Sale Option Agreement]

HOLDERS:

ANZU NUBURU LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU II LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU III LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

ANZU NUBURU V LLC

By: /s/ David Seldin
Print Name: David Seldin
Title: Manager

[Signature Page to Third Amendment to Preferred Stock Sale Option Agreement]