

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): February 11, 2026 ~~(February 10, 2026)~~

Empery Digital Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40867
(Commission
File Number)

84-4882689
(I.R.S. Employer
Identification Number)

3121 Eagles Nest Street, Suite 120
Round Rock, TX 78665
(Address of principal executive offices and zip code)

(512) 400-4271
(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 (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 \$0.00001 per share	EMPD	NASDAQ

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 Master Loan Agreement

On February 10, 2026, Empery Digital Inc. (the "Company") entered into the First Amendment to the Master Loan Agreement (the "MLA Amendment"), with Two Prime Lending Limited (the "Lender"), which amends the Master Loan Agreement by and between the Company and the Lender originally dated as of October 12, 2025 (the "MLA").

Pursuant to the MLA Amendment, among other things: (a) the interest rate applicable to all outstanding and new borrowings under the MLA has been increased from 6.50% per annum to 7.50% per annum from the date of the MLA Amendment, and (b) the collateral that the Company is required to provide the Lender for any amount borrowed has been reduced from 250% to 174% of the applicable amount borrowed under the MLA. In connection with the amendment, the Lender has agreed to release collateral equal to 350 Bitcoin (BTC) to the Company on the effective date of the MLA Amendment and incremental collateral will be released on or prior to February 20, 2026.

The MLA Amendment is intended to enable the Company to free up Bitcoin previously pledged as collateral for potential sale or other corporate purposes.

Except as expressly amended by the MLA Amendment, the terms of the MLA remain unchanged, including the aggregate principal borrowing capacity of up to \$100 million, the maturity date of October 9, 2027, and the absence of commitment fees and prepayment penalties.

The foregoing description of the MLA Amendment is not complete and is qualified in its entirety by reference to the full text of the MLA Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off Balance Sheet Arrangement of a Registrant.

**FIRST AMENDMENT TO
MASTER LOAN AGREEMENT AND SCHEDULES**

This FIRST AMENDMENT TO THE MASTER LOAN AGREEMENT and certain schedules referenced therein (this “**First Amendment**”) is entered into as of February 10, 2026 (the “**First Amendment Effective Date**”), by TWO PRIME LENDING LIMITED (“**Party A**”), and Empery Digital Inc. (“**Party B**”).

WHEREAS, Party A and Party B, are parties to that certain Master Loan Agreement, dated as of October 12, 2025 (the “**Existing MLA**”, as amended by this First Amendment and as may be further amended, restated, amended and restated, supplemented or modified from time to time, the “**MLA**”); unless otherwise defined herein, capitalized terms used herein (including in the preamble hereto) that are not otherwise defined herein shall have the respective meanings assigned to such terms in the Existing MLA;

WHEREAS, Party A and Party B executed the following Loan Term Sheets based on Schedule 2 attached to the Existing MLA: 1) Loan Term Sheet with a First Utilization Date of October 14, 2025 with respect to a Loan Amount of \$10 million (the “**First Loan Term Sheet**”), 2) Loan Term Sheet with a First Utilization Date of October 21, 2025 with respect to a Loan Amount of \$10 million (the “**Second Loan Term Sheet**”), 3) Loan Term Sheet with a First Utilization Date of October 27, 2025 with respect to a Loan Amount of \$10 million (the “**Third Loan Term Sheet**”), 4) Loan Term Sheet with a First Utilization Date of November 11, 2025 with respect to a Loan Amount of \$10 million (the “**Fourth Loan Term Sheet**”), 5) Loan Term Sheet with a First Utilization Date of November 20, 2025 with respect to a Loan Amount of \$5 million (the “**Fifth Loan Term Sheet**”), 6) Loan Term Sheet with a First Utilization Date of November 24, 2025 with respect to a Loan Amount of \$5 million (the “**Sixth Loan Term Sheet**”) and 7) Loan Term Sheet with a First Utilization Date of January 30, 2026 with respect to a Loan Amount of \$5 million (the “**Seventh Loan Term Sheet**” and collectively, with the First Loan Term Sheet, Second Loan Term Sheet, Third Loan Term Sheet, Fourth Loan Term Sheet, Fifth Loan Term Sheet and Sixth Loan Term Sheet, each a “**Loan Term Sheet**” and together, the “**Loan Term Sheets**”); and

WHEREAS, Party A and Party B have agreed to amend certain provisions of the Existing MLA and the Loan Term Sheets to, among other things, increase the Loan Interest and Decrease the Initial Collateral Level, the Collateral Call Level, Liquidation Level and the Collateral Refund Level, subject to the satisfaction of the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto agree as follows:

1. Amendment to the Existing MLA. Effective upon the First Amendment Effective Date, the Existing MLA is hereby amended as follows:

(a) The second sentence of Section 3(c)(iii) is hereby amended and restated as follows:

“The Borrower shall provide the Prepayment Request at least five calendar days prior to the date on which the Borrower proposes to repay all or a portion of such Loan, or such shorter time period that may be agreed by the Lender (each, a “Redelivery Day”).”

(b) The first page of Schedule 2 to the Existing MLA is hereby amended and restated as set forth on Exhibit A attached hereto.

(c) The first clause of Section 2(d) of the Existing MLA is hereby amended and restated as follows:

“The Borrower or, as the case may be, the Lender shall have twelve (12) hours from the time the requesting party send such First Notification (the “**First Notification Period**”) to:”

(d) Section 2(f) of the Existing MLA is hereby deleted in its entirety and replaced with “[Reserved]”

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(e) The first sentence of Section 2(k), after the words “Liquidation Level” is hereby amended and restated as follows:

“If during the term of a Loan, the Collateral Level falls below the Liquidation Level (a “**Liquidation Event**”), this shall automatically trigger an Event of Default and the Lender shall have the right to sell the Collateral in any manner and through any market or dealer (without notice to the Borrower) and shall be entitled to exercise its rights under Section 12 of this Agreement.”

(f) The last sentence of Section 2(k) is hereby deleted in its entirety.

2. Amendments to Loan Term Sheets. Effective upon the First Amendment Effective Date, each Loan Term Sheet is hereby amended as follows:

(a) The third term of each such Loan Term Sheet is amended and restated to say “Loan Fee Rate: 6.5% per annum from the First Utilization Date through and include the Business Day immediately prior to the First Amendment Date and 7.5% per annum from and after the First Amendment Loan Date.”

(b) The eighth term of each such Loan Term Sheet is amended and restated to say “Initial Collateral Level: 174%”.

(c) The ninth term of each such Loan Term Sheet is amended and restated to say “Collateral: The number of BTC calculated based on the Initial Collateral Level as the First Amendment Loan Date based on the price of BTC as of the First Amendment Effective Date”.

(d) The tenth term of each such Loan Term Sheet is amended and restated to say “Collateral Call Level: 153%”.

(e) The eleventh term of each such Loan Term Sheet is amended and restated to say “Collateral Refund Level: 217%”.

(f) The twelfth term of each such Loan Term Sheet is amended and restated to say “Liquidation Level: 143%”.

After giving effect to the amendments to each of the Loan Term Sheets, each of Party A and Party B hereby acknowledge and agree that on the First Amendment Effective Date, Party A will release collateral equal to 350 BTC to Party B (the “**Initial Collateral Release**”). In addition, if the Collateral Refund Level contemplated in this First Amendment triggers the return of Collateral by Party A to Party B in excess of the collateral released in the Initial Collateral Release (the “**Excess Collateral Amount**”), then Party A shall promptly, but in no event later than February 20, 2026, return such Excess Collateral Amount to Party B as directed by Party B. The Excess Collateral Amount will be calculated based on the price of BTC as of the time of execution of this First Amendment.

3. Conditions. The effectiveness of this First Amendment is subject to the execution and delivery of this First Amendment by each of Party A and Party B.

4. No Modification. Except as expressly set forth herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the MLA or any Loan Term Sheet or constitute a course of conduct or dealing among the parties. Except as amended or consented to hereby, the MLA and each Loan Term Sheet remains unmodified and in full force and effect. On and after the First Amendment Effective Date, each reference to the “Agreement” or like term in the MLA shall mean and be a reference to the MLA as amended hereby. On and after the First Amendment Effective Date, each reference to the “Master Loan Agreement” or like term in each Loan Term Sheet shall mean and be a reference to the MLA as amended hereby.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making prc of this First Amendment to produce or account for more than one such counterpart. Signature by facsimile or electronic transmission shall bind the parties hereto. The words "execution," "signed," "signature," and words of similar import in the MLA shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.) or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 16(A) OF THE EXISTING MLA.

7. Severability. The illegality or unenforceability of any provision of this First Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this First Amendment or any instrument or agreement required hereunder.

8. Captions. The captions and headings of this First Amendment are for convenience of reference only and shall not affect the interpretation of this First Amendment.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this First Amendment as of the date first written above.

PARTY A:

TWO PRIME LENDING LIMITED

By: /s/ Alecander Blume
Name: Alexander Blume
Title: Authorized Signatory

PARTY B:

EMPERY DIGITAL INC.

By: /s/ Ryan M. Lane
Name: Ryan M. Lane
Title: Co-CEO

[Signature Page to First Amendment to Master Loan Agreement]

Exhibit A

SCHEDULE 2

[FORM OF] LOAN TERM SHEET AND UTILIZATION REQUEST – MASTER LOAN

Reference is made to the Master Loan Agreement entered into by Two Prime Lending Limited (the "Lender") and Empery Digital Inc. (the "Borrower"), as of October 12, 2025 (the "Original Master Loan Agreement"), as may be amended, restated, amended and restated, supplemented or modified from time to time, including without limitation pursuant to that certain First Amendment to the Master Loan Agreement by and among the Lender and the Borrower, effective as of February [], 2026 (the "First Amendment Loan Date") (as amended, restated, amended and restated, supplemented or modified, the "Master Loan Agreement"). Terms used but not defined herein shall have the meanings set forth in the Master Loan Agreement.

The undersigned Authorized Agent of the Borrower hereby requests a Loan pursuant to the Master Loan Agreement on the following terms:

Borrowed Asset Type: USD

Loan Amount: \$ _____¹

Loan Fee Rate: 7.5% per annum from and after the First Amendment Loan Date².

Early Termination Fee: 0%.

Loan Type: Fixed term Loan with Prepayment Option

First Utilization Date: _____, 20__

Maturity Date: October 9, 2027

Initial Collateral Level: 174%

Collateral: ___ Bitcoin (BTC)

Collateral Call Level: 153%

Collateral Refund Level: 217%

Liquidation Level: 143%

Liquidation Fee: 0.0% per annum

In accordance with clause 3(b) of the Master Loan Agreement, Borrower shall commence transmission of the amount of Collateral required by this Loan Term Sheet and Utilization Request to the Digital Address designated by the Lender set forth below and requests that the proceeds of the Loan described herein be disbursed to the Borrower's Account specified forth below:

¹ NTD: Amount not to exceed \$100,000,000, in the aggregate for all Loans, and not less than \$5,000,000.

² For the avoidance of doubt, a Loan Fee Rate of 6.5% shall apply to any Loan Amount with respect to the period from the First Utilization Date (if and to the extent prior to the First Amendment Loan Date) through and including the Business Day immediately prior to the First Amendment Loan Date.

Empery Digital Announces Amendment to Debt Facility to Enhance Balance Sheet Flexibility

Empery Digital Has Repurchased Approximately 15.9 Million Shares

AUSTIN, Texas – February 11, 2026 – Empery Digital Inc. (NASDAQ: EMPD) (the “Company” or “Empery Digital”) today announced that it has entered into an amendment of its committed credit facility with Two Prime Lending to increase flexibility to the Company’s balance sheet and support the Company’s effort to close the net asset value (“NAV”) gap.

The amended terms reduce the initial collateral requirement on outstanding loans and future drawdowns from 250% to 174%, freeing up collateral and increasing management’s flexibility to leverage the Company’s balance sheet, including reducing its bitcoin holdings, to fund future share repurchases and potentially repay portions of other outstanding borrowings with higher collateral requirements. The amendment increases the interest rate on the facility from 6.5% to 7.5%.

Management remains committed to maximizing per-share value and continues to opportunistically repurchase shares at prices below NAV. As of February 10, 2026, the Company has repurchased 15,882,992 shares of its common stock under its \$200 million share repurchase program, at an average purchase price per share of \$6.63, including all fees and commissions. Following these repurchases, the current number of shares outstanding is 35,537,243, after giving effect to the potential exercise of 870,240 pre-funded warrants.

See real-time NAV Metrics and other meaningful information on our dashboard here: <https://www.emperydigital.com/treasury-dashboard>

Follow us on X: @EMPD_BTC

About Empery Digital Inc.

Built on Principles, Powered by Bitcoin

Empery Digital empowers progress by unlocking the transformative potential of digital asset management through blockchain. The Company employs a bitcoin treasury strategy focused on aggregating bitcoin and maximizing bitcoin per share while working to build a future where blockchain is the foundation of growth through transparency, efficiency, and accountability. As a company they apply themselves relentlessly by making disciplined decisions that drive long-term value for shareholders. For them, Bitcoin is not just another crypto format and blockchain isn’t just another tool, they’re fundamental drivers of progress.

Forward-Looking Statements

This press release includes forward-looking statements. These forward-looking statements generally can be identified by the use of words such as “anticipate,” “intend,” “expect,” “plan,” “could,” “may,” “will,” “believe,” “estimate,” “forecast,” “goal,” “project,” and other words of similar meaning. These forward-looking statements address various matters, which may include without limitation statements relating to the sale of bitcoin and use of proceeds for repaying outstanding debt and share repurchases and whether it will increase NAV per share, whether we will be able to continue to generate proceeds from derivative trades and whether we will be able to continue reducing corporate expenses. Each forward-looking statement contained in this press release is subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statement. Applicable risks and uncertainties include, among others, changes in business, market, financial, political and regulatory conditions; risks relating to the Company’s operations and business, including the highly volatile nature of the price of bitcoin and other cryptocurrencies; the risk that the Company’s stock price may be highly correlated to the price of the digital assets that it holds; risks related to increased competition in the industries in which the Company does and will operate; risks relating to significant legal, commercial, regulatory and technical uncertainty regarding digital assets generally; risks relating to the treatment of crypto assets for U.S. and foreign tax purpose, as well as those risks and uncertainties identified under the heading “Risk Factors” in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024 and other information the Company has or may file with the U.S. Securities and Exchange Commission, including those identified under the heading “Risk Factors” in the Company’s Quarterly Reports on Form 10-Q for the three months ended March 31, 2025, June 30, 2025 and September 30, 2025. We caution investors not to place considerable reliance on the forward-looking statements contained in this press release. You are encouraged to read our filings with the SEC, available at www.sec.gov, for a discussion of these and other risks and uncertainties. The forward-looking statements in this press release speak only as of the date of this document, and we undertake no obligation to update or revise any of these statements. Our business is subject to substantial risks and uncertainties, including those referenced above. Investors, potential investors, and others should give careful consideration to these risks and uncertainties.

Empery Digital Contacts

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For Marketing: marketing@emperydigital.com