

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): November 19, 2024

NORTHANN CORP.

(Exact name of registrant as specified in its charter)

Nevada

(State or Other Jurisdiction
of Incorporation)

000-56051

(Commission
File Number)

82-2911016

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

c/o Northann Distribution Center Inc.

9820 Dino Drive, Suite 110

Elk Grove, CA

95624

(Address of Principal Executive Office) (Zip Code)

(916) 573 3803

(Registrant's telephone number, including area code)

N/A

(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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	NCL	NYSE American LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 checkmark 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.

As previously described on Northann Corp.(the “Company”)’s Current Report on Form 8-K on July 26, 2024, the Company had, on July 26, 2024, entered into a lease agreement (as amended on August 5, 2024, the “Lease Agreement”) with SKY SC LLC (the “Landlord”), with a commencement date of August 20, 2024 (the “Commencement Date”). The details of the Lease Agreement as set out in the Company’s Current Report on Form 8-K on July 26, 2024, are incorporated herein by reference.

On November 19, 2024, the Company entered into a First Amendment of Lease with the Landlord (the “Amendment”). Under the Amendment, the Commencement Date has been amended from August 20, 2024 to November 1, 2024. Under the Amendment, the Landlord acknowledges that the Company has paid the first full month’s installment of the Base Rent (as defined in the Lease Agreement), and the Company shall pay the first full month’s estimated cost of the Company’s pro rata share of Taxes, Insurance, and Common Area Maintenance charges (all as defined under the Lease Agreement). The Landlord and Company acknowledges that each other party is not in default of the Lease Agreement, and that there are no conditions that, with the passage of time or giving of notice, would be deemed to be a default on the part of either the Company or the Landlord. The Landlord also acknowledges and agrees that 3D Printing Dev, LLC, a wholly owned subsidiary of the Company, subject to a separate assignment and assumption agreement, assumes the Lease Agreement starting from the execution of the Amendment.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, which is filed with this Current Report on Form 8-K as Exhibit 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

[10.1†*](#) [Lease Agreement, dated July 26, 2024 and amended as of August 5, 2024, among Northann Corp. and SKY SC LLC](#)

[10.2](#) [First Amendment of Lease, dated November 19, 2024, among Northann Corp. and SKY SC LLC](#)

104 Cover Page Interactive Data File (embedded with the Inline XBRL document).

† Exhibits and schedules to this Exhibit have been omitted pursuant to Regulation S-K Item 601(a)(5). The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

* Filed previously.

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.

NORTHANN CORP.

Date: November 21, 2024

By: /s/ Lin Li
Name: Lin Li
Title: Chief Executive Officer

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (the "First Amendment") is executed this 19th-day of November 2024, by and between SKY SC, LLC a Delaware limited liability company ("Landlord") and NORTHANN CORP, a Nevada corporation ("Tenant").

BACKGROUND:

A. By a certain Lease Agreement dated July 26, 2024 (the "Lease"), Landlord leased to Tenant certain premises within the building commonly known as 2251 Catawba River Road, Ft. Lawn, SC containing a rentable area of 106,610 which includes 4,560 rentable square feet of office space and 98,400 rentable square feet of industrial space and depicted on Exhibit "A" of the Lease (the "Premises").

B. Landlord and Tenant desire to modify certain terms of the Lease as stated herein.

C. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing and the parties hereto, intending to be legally bound and agree as follows:

1. The "Background" clauses are hereby incorporated herein by reference as though fully set forth at length.

2. Section 2 of the Lease is modified and "August 20, 2024" is deleted from that Section. The "Commencement Date" is redefined as November 1st, 2024. Except as stated herein, the remainder of Sec 2 of the Lease remains unchanged and continues in full force and effect.

3. As of the date of this First Amendment, the Landlord Work as more fully described in Sec 3 of the Lease is complete. Landlord shall share the windows' repair and installation information so Tenant can monitor the progress.

4. First Month's Rent and additional charges. Tenant has paid to Landlord the first full month's installment of Base Rent and, immediately upon execution of this First Amendment, will pay its first full month's estimated cost of Tenant's pro rata share of Taxes, Insurance, and Common Area Maintenance charges.

5. No Default. The Landlord hereby acknowledges and agrees that the Tenant is not currently in default of the Lease and to the best of Landlord's knowledge, there are currently no conditions that, with the passage of time or giving of notice would be deemed to be a default on the part of Tenant. The Tenant hereby acknowledges and agrees that the Landlord is not currently in default of the Lease and to the best of Tenant's knowledge, there are currently no conditions that, with the passage of time or giving of notice would be deemed to be a default on the part of Landlord.

6. The Landlord hereby acknowledges and agrees that 3D Printing Dev, LLC, a wholly owned subsidiary of the Tenant will, subject to a separate Assignment and Assumption Agreement, assume the Lease starting from the execution of the First Amendment. 3D Printing Dev, LLC, shall assume and accept all obligations and the terms of the Lease and the First Amendment. Tenant will provide a copy of the Assignment and Assumption Agreement to Landlord and the form of such agreement must be acceptable to Landlord at Landlord's commercially reasonable discretion but Landlord's acceptance cannot be unreasonably withheld.

7. Successors Bound. This First Amendment, each and all provisions hereof, shall inure to the benefit, or bind, as the case may require, the parties hereto, and their respective successors and assigns, subject to the restrictions upon assignment and subletting contained in the Lease.

8. Ratification/No Further Modification. Except as amended by this First Amendment, the Lease shall remain unchanged and continue in full force and effect, and all of the other terms and conditions of the Lease are hereby reaffirmed by Landlord and Tenant.

9. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the state of South Carolina.

(Signatures appear on next page)

LANDLORD: SKY SC, LLC, a Delaware limited liability partnership

By: /s/ Marc Civitillo

Title: Authorized Signatory

Date: 11/19/2024

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

TENANT: NORTHANN CORP, a Nevada corporation

By: Ken Li /s/ Lin Li

Title: CEO

Date: November 19, 2024

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

/s/ Arthur Yuan

Witness
Arthur Yuan

