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): July 27, 2026

T1 Energy Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-41903**	**93-3205861**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1211 E 4th St.
Austin, Texas 78702
(Address of principal executive offices) (Zip Code)

409-599-5706
(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, par value $0.01 per share	**TE**	**The New York Stock Exchange**

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.

Note Purchase Agreements

On July 29, 2026, T1 Energy Inc. (the "Company") entered into note purchase agreements (collectively, the "Note Purchase Agreements") relating to the private offering (collectively, the "Offering") of $120.0 million aggregate principal amount of the Company's 4.75% Convertible Senior Notes due 2031 (the "Convertible Notes") to certain qualified institutional buyers (collectively, the "Purchasers"). The Offering is expected to close on July 31, 2026 (the date on which the closing occurs, the "Closing"), subject to satisfaction of the customary closing conditions set forth in the Note Purchase Agreements.

The gross proceeds from the sale of the Convertible Notes are expected to be $120.0 million, prior to deducting fees and estimated offering expenses. The Company expects to use the net proceeds of the Offering for (i) construction and development of infrastructure and purchase of production line equipment relating to Phase 1 of its G2_Austin solar cell fab ("G2_Austin") and (ii) general corporate purposes. The net proceeds of the Offering are intended as a bridge to a comprehensive financing solution, which includes a significant debt component, to fund the remaining capital expenditures for Phase 1 of G2_Austin that the Company continues to target.

Subject to certain limitations, the Note Purchase Agreements provide the Purchasers with certain registration rights for the shares of the Company's common stock issuable upon conversion of the Convertible Notes. The Note Purchase Agreements require the Company to prepare and file a new registration statement, or a prospectus supplement to a prospectus that forms a part of an existing registration statement, with the U.S. Securities and Exchange Commission (the "SEC") as soon as reasonably practicable but in no event later than 30 calendar days following the date of the Closing to register the resale of the shares underlying the Convertible Notes.

The Note Purchase Agreements otherwise contain representations and warranties, covenants and other terms customary for an Offering of this type.

The foregoing summary of the of the Note Purchase Agreements does not purport to be complete and is subject to, and qualified in its entirety by, the full text of, the form of Note Purchase Agreement, which will be filed with the SEC following, and subject to, the Closing.

Convertible Notes and Indenture

The Company will issue the Convertible Notes in the Offering pursuant to the terms and conditions of an Indenture (the "Indenture") between the Company and U.S. Bank Trust Company, National Association, as trustee (in such capacity, the "Trustee"). The Indenture will be executed in connection with the Closing under the Note Purchase Agreements. The following is a brief description of the terms of the Indenture and the Convertible Notes to be issued pursuant to the Indenture.

The Convertible Notes will be senior unsecured obligations of the Company and will bear interest at a rate of 4.75% per annum from and including the date of the Closing, payable semi-annually in arrears on February 1 and August 1 of each year, beginning on February 1, 2027. The Convertible Notes will mature on August 1, 2031, unless earlier repurchased, redeemed or converted.

Before May 1, 2031, holders may convert their Convertible Notes at their option only in certain circumstances. At any time from, and including, May 1, 2031 until the close of business on the business day immediately preceding the maturity date, the Convertible Notes will be convertible at the option of the holders. The Company will settle conversions by paying and/or delivering, as applicable, cash, shares of its common stock, or a combination of cash and shares of its common stock, at the Company's election. The initial conversion rate will be 224.0143 shares of the Company's common stock per $1,000 principal amount of the Convertible Notes, which is equivalent to an initial conversion price of approximately $4.46 per share of common stock and represents a conversion premium of approximately 20% above the last reported sale price of $3.72 per share of the Company's common stock on The New York Stock Exchange on July 29, 2026. If a "make-whole fundamental change" (as defined in the Indenture) occurs, or if the Company calls a holder's Convertible Notes for redemption, then the Company will in certain circumstances increase the conversion rate for a specified period of time for holders who convert their Convertible Notes in connection with that make-whole fundamental change, or who convert their Convertible Notes that are called for such redemption.

The Convertible Notes will not be redeemable prior to August 6, 2029. The Convertible Notes will be redeemable, in whole or in part (subject to certain limitations), at the Company's option at any time, and from time to time, on or after August 6, 2029 and prior to the 41st scheduled trading day immediately before the maturity date, at a cash redemption price equal to the principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, but only if the last reported sale price per share of the Company's common stock equals or exceeds 130% of the conversion price for the Convertible Notes on (1) each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the trading day immediately before the date the Company sends the related redemption notice; and (2) the trading day immediately before the date the Company sends such notice.

If a "fundamental change" (as defined in the Indenture) occurs, then, subject to certain exceptions, holders may require the Company to repurchase their Convertible Notes at a cash repurchase price equal to the principal amount of the Convertible Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date.

The Convertible Notes will be governed by customary terms and covenants, including that upon certain events of default, including cross-acceleration to certain other indebtedness of the Company and certain of its subsidiaries, either the Trustee or the holders of not less than 25% in aggregate principal amount of the Convertible Notes then outstanding may declare the principal amount of the Convertible Notes and accrued and unpaid interest, if any, thereon immediately due and payable. In the case of certain events of bankruptcy, insolvency or reorganization relating to the Company, the principal amount of the Convertible Notes and accrued and unpaid interest, if any, thereon will automatically become and be immediately due and payable.

The foregoing summary of the Indenture and the Convertible Notes does not purport to be complete and is subject to, and qualified in its entirety by, the full text of, the Indenture (including the form of Convertible Note attached thereto), which will be filed with the SEC following, and subject to, the Closing.

This Current Report on Form 8-K is neither an offer to sell nor a solicitation of an offer to buy any of these securities nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to the registration or qualification thereof under the securities laws of any such state or jurisdiction.

Credit Agreement Amendment

On July 27, 2026, T1 G1 Dallas Solar Module LLC, a wholly owned subsidiary of the Company (the "Borrower"), entered into that certain Waiver, Consent and Amendment No. 8 to Credit Agreement (the "Eighth Amendment"), by and among the Borrower, the lenders party thereto and HSBC Bank USA, N.A., as administrative and collateral agent (in such capacity, the "Agent"), which amends that certain Credit Agreement, dated as of July 16, 2024 (as amended, restated supplemented or otherwise modified from time to time prior to the effectiveness of the Eighth Amendment, the "Existing Credit Agreement") by and among the Borrower, the Agent and the lenders from time to time party thereto. Subject to the satisfaction of customary conditions precedent and effective as of the Closing, the Eighth Amendment, among other things, (i) amends the Existing Credit Agreement to modify or remove certain requirements relating to Trina Solar Energy Development Pte. Ltd's ("Trina") (x) ownership of the Company's common stock and (y) maintenance of directors appointed by Trina on the Company's board of directors and (ii) provide certain waivers and consents by the requisite lenders relating to the foregoing.

The above description of the Eighth Amendment is a summary and is not complete. A copy of the Eighth Amendment is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference, and the above summary is qualified by reference to the terms of the Eighth Amendment set forth in such exhibits.

Item 2.03. Creation of a Direct Financial Obligation or 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.

Item 3.02. Unregistered Sale of Securities.

On July 29, 2026, the Company entered into the Note Purchase Agreements pursuant to which it agreed to sell $120.0 million aggregate principal amount of the Convertible Notes to the Purchasers in a private placement pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The Company is selling the Convertible Notes to the Purchasers in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act. The Company is relying on this exemption from registration based in part on representations made by the Purchasers in the Note Purchase Agreements.

To the extent that any shares of the Company's common stock are issued upon conversion of the Convertible Notes, they will be issued in transactions anticipated to be exempt from registration under the Securities Act by virtue of Section 3(a)(9) thereof because no commission or other remuneration is expected to be paid in connection with conversion of the Convertible Notes and any resulting issuance of shares of common stock. Initially, a maximum of 32,258,064 shares of the Company's common stock may be issued upon conversion of the Convertible Notes based on the initial maximum conversion rate of 268.8172 shares of common stock per $1,000 principal amount of Convertible Notes, which is subject to customary anti-dilution adjustment provisions.

The information related to the issuance of the Convertible Notes set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

Item 8.01. Other Events.

On July 30, 2026, the Company issued a press release regarding the Offering. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 8.01.

Cautionary Statement Concerning Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this Current Report on Form 8-K that do not relate to matters of historical fact should be considered forward-looking statements, including, without limitation, statements with respect to the anticipated use of proceeds from the Offering, the expected timing for the Closing of the Offering and the Company's target to finance the remaining balance of its capital expenditures relating to Phase 1 of G_2 Austin. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause actual future events, results, or achievements to be materially different from the Company's expectations and projections expressed or implied by the forward-looking statements. Important factors include, but are not limited to, those discussed under the caption "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on March 31, 2026, as amended and supplemented by Amendment No. 1 on Form 10-K/A filed with the SEC on April 30, 2026, and in the Company's other filings with the SEC, including risks related to: (1) the Company's ability to (i) construct and equip manufacturing facilities in a timely and cost-effective manner; (ii) target and retain customers and suppliers; (iii) attract and retain key employees and qualified personnel; (iv) protect its intellectual property; (v) comply with legal and environmental regulations; (vi) compete in international markets in light of export and import controls; (vii) incur substantially more debt; (viii) remediate the material weakness in the Company's internal control over financial reporting or otherwise maintain effective internal control over financial reporting, (ix) qualify for the advanced manufacturing production credit under Section 45X of the Internal Revenue Code of 1986, as amended, and (x) rely on third-party warranties; (2) the Company's ability to secure a comprehensive financing solution to fund the remaining capital expenditure for G2_Austin Phase 1 on favorable terms, or at all, and the timing of such financing; (3) the concentration of the Company's operations in Texas and its dependence on a limited number of suppliers; (4) changes adversely affecting the flow of components and materials from international vendors, the costs of raw materials, components, equipment, and machinery; (5) general economic and geopolitical conditions, (6) changes in applicable laws or regulations, including environmental, export control and tax laws and incentives and renewable energy targets, as well as international trade policies, including tariffs, on the Company's products and competitive position; (7) the outcome of any legal proceedings relating to the Company's products and services, including intellectual property or product liability claims, commercial or contractual disputes, warranty claims, and other proceedings; and (8) the capital-intensive nature of the Company's business and its ability to raise additional capital on attractive terms or service its debt. The above referenced filings are available on the SEC's website at www.sec.gov. Forward-looking statements speak only as of the date of this Current Report on Form 8-K and are based on information available to the Company as of the date of this Current Report on Form 8-K, and the Company assumes no obligation to update such forward-looking statements, all of which are expressly qualified by the statements in this section, whether as a result of new information, future events or otherwise, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) **Exhibits**

Exhibit No.	Description
10.1	Waiver, Consent and Amendment No. 8 to Credit Agreement, dated as of July 27, 2026, among T1 G1 Dallas Solar Module LLC, as borrower, the lenders party thereto and HSBC Bank USA, N.A., as administrative agent and collateral agent.
99.1	Press Release, dated July 30, 2026.
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.

T1 ENERGY INC.

/s/ Evan Calio

Name: Evan Calio
Title: Chief Financial Officer

Date: July 30, 2026

Exhibit 10.1

Execution Version

WAIVER, CONSENT AND AMENDMENT NO. 8 to CREDIT AGREEMENT

This **WAIVER, CONSENT AND AMENDMENT NO. 8 TO CREDIT AGREEMENT** (this "Agreement") is entered into as of July 27, 2026, by and among T1 G1 Dallas Solar Module LLC, a Texas limited liability company (the "Borrower"), the lenders party hereto constituting the Required Lenders under the Credit Agreement (defined below) (collectively, the "Required Lenders"), HSBC Bank USA, N.A., a national banking association, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent appointed pursuant to the Loan Documents, the "Administrative Agent"), and HSBC Bank USA, N.A., a national banking association, as collateral agent for the Secured Parties (in such capacity, together with any successor collateral agent appointed pursuant to the Loan Documents, the "Collateral Agent," and together with the Borrower, the Required Lenders, and the Administrative Agent, collectively, the "Parties").

W I T N E S S E T H

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 16, 2024, as modified by that certain Consent, Waiver, Amendment No. 1 to Credit Agreement dated as of December 23, 2024, Amendment No. 2 to Credit Agreement dated as of February 13, 2025, Amendment No. 3 to Credit Agreement dated as of February 28, 2025, Amendment No. 4 to Credit Agreement dated as of March 14, 2025, Amendment No. 5 to Credit Agreement dated as of April 30, 2025, Amendment No. 6 to Credit Agreement dated as of June 30, 2025, Amendment No. 7 to Credit Agreement dated as of November 14, 2025 and Waiver No. 3 to Credit Agreement dated as of June 23, 2026 (and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Administrative Agent, the Collateral Agent and the Lenders, pursuant to which, among other things, the Lenders have agreed to extend financing to the Borrower with respect to the development, design, permitting, engineering, procurement, construction, completion, testing, operation and maintenance of a solar photovoltaic module manufacturing facility with a total annual production capacity of 5 GWdc to be located in Wilmer, Texas;

WHEREAS, the definition of "Change of Control" in Section 1.01 of the Credit Agreement provides, in clause (d) thereof, that a Change of Control occurs if TED ceases to satisfy both of the following requirements: (i) TED retains, directly or indirectly, at least 9.9% of the Sponsor's common stock (subject to the transition provisions set forth therein), and (ii) the Sponsor's board of directors consists of at least one director appointed by TED, directly or indirectly;

WHEREAS, in connection with the Borrower's efforts to ensure that neither the Borrower nor the Project is subject to the exercise of "effective control" by a "specified foreign entity" (as such terms are used in Section 6.29 of the Credit Agreement) (such efforts, the "FEOC Restructuring"), TED's right to appoint a director to the board of directors of the Sponsor has been removed, and TED no longer has any director appointed by it serving on the board of directors of the Sponsor, in each case as previously disclosed to the Administrative Agent and the Lenders and as subsequently announced by the Sponsor on a Current Report on Form 8-K filed on December 30, 2025 with the U.S. Securities and Exchange Commission;

WHEREAS, the Borrower has advised the Administrative Agent and the Lenders that the Sponsor intends to consummate certain debt or equity financings, the proceeds of which would be used to fund the Sponsor's solar cell manufacturing fab in Milam County, Texas with 2.1 gigawatts of capacity, the Sponsor's working capital and other general corporate purposes, including (a) an issuance and sale of one or more series of convertible notes via a private placement under Section 4(a)(2) of the Securities Act of 1933 and Regulation D promulgated thereunder, (b) an underwritten or non-underwritten public or private offering of shares of the Sponsor's common stock, whether registered under the Securities Act of 1933 or exempt from registration thereunder, or (c) the issuance and sale of shares of the Sponsor's common stock under an "at-the-market" offering program that the Sponsor plans to establish (collectively, the "Specified Equity Transactions"), and that the Specified Equity Transactions may, individually or collectively, reduce TED's ownership of the Sponsor's common stock below 9.9%;

WHEREAS, absent the waiver, consent and amendment set forth herein, TED ceasing to retain at least 9.9% of the Sponsor's common stock as a result of the Specified Equity Transactions, would cause this requirement set forth in clause (d) of the definition of "Change of Control" to fail to be satisfied and, as a result, would constitute a Change of Control and an Event of Default under Section 8.01(h) (*Change of Control*) of the Credit Agreement;

WHEREAS, the Borrower has requested that the Required Lenders (a) waive and consent to such Change of Control and any Default or Event of Default resulting therefrom and (b) amend and restate clause (d) of the definition of "Change of Control" so that it consists solely of a requirement that TED retain, directly or indirectly, at least 5% of the Sponsor's common stock, in order to conform the Credit Agreement to the FEOC Restructuring, the Specified Equity Transactions and the resulting ownership and governance structure of the Sponsor; and

WHEREAS, the Required Lenders party hereto are willing to grant such waiver and consent and to effect such amendment, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

ARTICLE II
WAIVER, CONSENT AND AMENDMENT TO CREDIT AGREEMENT

2.01 **Waiver and Consent**. As of, and subject to the occurrence of, the Effective Date, and pursuant to Section 10.03 (*Amendments and Waivers*) of the Credit Agreement, the Required Lenders hereby (a) consent to TED ceasing to retain, directly or indirectly, at least 9.9% of the Sponsor's common stock in connection with the FEOC Restructuring and the Specified Equity Transactions; and (b) waive (i) any Change of Control arising under clause (d) of the definition of "Change of Control" in the Credit Agreement to the extent resulting from the matters described in clause (a) above, and (ii) any Default or Event of Default under Section 8.01(h) (*Change of Control*) of the Credit Agreement arising as a result thereof, in each case whether occurring before, on or after the Effective Date.

2.02 **Amendment to Definition of "Change of Control"**. Pursuant to Section 10.03 (*Amendments and Waivers*) of the Credit Agreement, effective as of the Effective Date, the definition of "Change of Control" in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

> "Change of Control" means the occurrence of any of the following:
>
> (a) Holdings ceases to retain, directly, 95% of the Capital Stock of the Borrower or 100% of the Capital Stock of Trina Blocker;
>
> (b) Trina Blocker ceases to retain, directly, 5% of the Capital Stock of the Borrower;
>
> (c) the Sponsor ceases to retain, directly or indirectly, at least 50.1% of the total voting power of shares of stock or other ownership interests entitled (on a fully diluted basis) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies of Borrower; or
>
> (d) TED ceases to retain, directly or indirectly, at least 5% of the Sponsor's common stock.

ARTICLE III
CONDITIONS TO EFFECTIVENESS

3.01 This Agreement shall become effective on the date (the "Effective Date") on which each the following conditions shall have been satisfied or waived:

(a) Executed Documents. The Parties (or their respective counsel) shall have received from each of the other Parties a counterpart of this Agreement which has been duly executed on behalf of each such Party.

(b) Fees and Expenses. All fees and expenses of the Secured Parties and their counsel that are due and payable as of the Effective Date shall have been, or will be on the Effective Date, paid in full.

(c) Representations and Warranties. Each of the representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Effective Date.

(d) Specified Equity Transactions. The Borrower shall have provided evidence to the Lenders of the closing and/or establishment of the Specified Equity Transactions, as applicable; provided that the filing by the Sponsor of a Current Report on Form 8-K with the U.S. Securities and Exchange Commission, or the issuance by the Sponsor of a press release, in each case announcing (i) the closing of any private placement of convertible notes of the Sponsor, (ii) the closing of any underwritten or non-underwritten public or private offering of shares of the Sponsor's common stock, or (iii) the establishment of any at-the-market offering program, shall in each case constitute sufficient evidence of the closing or establishment (as applicable) of the relevant Specified Equity Transaction for purposes of this Section 3.01(d).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.01 The Borrower hereby represents and warrants to the Lenders parties hereto and the Administrative Agent, as of the date hereof and as of the Effective Date, that:

(a) this Agreement has been duly executed and delivered by it and this Agreement, the Credit Agreement and the other Loan Documents to which it is party as in effect on the date hereof constitute the legal, valid and binding obligations of it, enforceable against it in accordance with their respective terms except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally or by equitable principles relating to enforceability; and

(b) its execution, delivery and performance of this Agreement and its performance of, respectively, the Credit Agreement and the other Loan Documents to which it is party as in effect on the date hereof, have been duly authorized by all necessary limited liability company or corporate action and do not: (i) contravene the terms of its charter, bylaws, or other organizational documents, as applicable, (ii) violate any law or regulations, or any order or decree of any court or Governmental Authority, (iii) conflict with or result in the breach or termination of, constitute a default under or result in or permit the acceleration of any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its property is bound, (iv) result in the creation or imposition of any Lien upon any of its property other than those in favor of the Collateral Agent pursuant to the Loan Documents, or (v) require the consent or approval of any Governmental Authority or any other Person.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.01 **Reference to Credit Agreement**. On and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Agreement.

5.02 **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, transferees and permitted assigns.

5.03 **Governing Law, etc**. Sections 1.02 (*Computation of Time Periods; Other Definitional Provisions*), 10.01 (*Notices*), 10.02 (*Expenses; Indemnity; Damage Waiver*), 10.12 (*Governing Law; Jurisdiction; Etc.*), 10.13 (*Waiver of Jury Trial*), 10.14 (*Treatment of Certain Information; Confidentiality*) and 10.16 (*Counterparts; Integration; Effectiveness*) of the Credit Agreement are hereby incorporated herein by reference, mutatis mutandis.

5.04 **Headings**. All headings used herein are for reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

5.05 **Loan Document**. This Agreement shall be a "Loan Document" for purposes of the definition thereof in the Credit Agreement.

5.06 **No Modification; No Other Matters**. Except as expressly provided for herein, the terms and conditions of the Loan Documents shall continue unchanged and shall remain in full force and effect and are hereby ratified and affirmed. This Agreement is limited in effect and shall apply solely to the matters set forth herein and to the extent expressly set forth herein and shall not be deemed or construed as an amendment, waiver or consent of any other matters. Except as expressly provided herein, nothing herein shall be construed as or deemed to be a waiver or consent by Administrative Agent or any Lender of any past, present or future breach or non-compliance with any terms or provisions contained in any Loan Document, and nothing herein shall abrogate, prejudice, diminish or otherwise affect any powers, rights, remedies or obligations of any Person arising before the date of this Agreement.

5.07 **Lender Direction to Agents**. The Lenders party hereto, constituting not less than the Required Lenders, hereby authorize and direct the Administrative Agent and the Collateral Agent to enter into this Agreement. Each Party acknowledges and agrees that the provisions of Article IX (*The Agents*) of the Credit Agreement shall apply to any and all actions taken by the Administrative Agent and the Collateral Agent in accordance with such direction and this Agreement.

[*Signature pages follow this page*]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

BORROWER:

T1 G1 DALLAS SOLAR MODULE LLC

By: /s/ Evan Calio
Name: Evan Calio
Title: President and Treasurer

[*Signature Page to Waiver, Consent and Amendment No. 8 to Credit Agreement*]

ADMINISTRATIVE AGENT:

HSBC BANK USA, N.A.

By: /s/ Bertha Gallardo
Name: Bertha Gallardo
Title: Vice President

COLLATERAL AGENT:

HSBC BANK USA, N.A.

By: /s/ Bertha Gallardo
Name: Bertha Gallardo
Title: Vice President

[*Signature Page to Waiver, Consent and Amendment No. 8 to Credit Agreement*]

LENDERS:

SOCIÉTÉ GÉNÉRALE,

as Lender

By: /s/ Stephania Vasilieva
Name: Stephania Vasilieva
Title: Vice-President

HSBC BANK USA, N.A.,

By: /s/ Karun Chopra
Name: Karun Chopra
Title: Director, HSBC Infrastructure Finance

STANDARD CHARTERED BANK,

By: /s/ Chloe Petrich
Name: Chloe Petrich
Title: Executive Director, Infrastructure and Development Finance Group

[*Signature Page to Waiver, Consent and Amendment No. 8 to Credit Agreement*]

T1 Announces Private Placement of Convertible Notes Due 2031

AUSTIN, Texas and NEW YORK, July 30, 2026 -- T1 Energy Inc. (NYSE: TE) ("T1," "T1 Energy," or the "Company") today announced that it had entered into note purchase agreements with a group of investors related to a private offering (the "Offering") of $120.0 million aggregate principal amount of 4.75% convertible senior notes due 2031 (the "Notes"). The Offering is expected to close on July 31, 2026, subject to the satisfaction of customary closing conditions.

The gross proceeds from the sale of the Notes are expected to be $120.0 million, prior to deducting fees and estimated offering expenses. T1 expects to use the net proceeds of the Offering for (i) construction and development of infrastructure and purchase of production line equipment relating to Phase 1 of its G2_Austin solar cell fab ("G2_Austin") and (ii) general corporate purposes. The net proceeds of the Offering are intended as a bridge to a comprehensive financing solution, which includes a significant debt component, to fund the remaining capital expenditures for Phase 1 of G2_Austin that T1 continues to target.

The Notes will be senior unsecured obligations of T1 and interest will be payable semi-annually in arrears on February 1 and August 1 of each year, beginning on February 1, 2027. The Notes will mature on August 1, 2031, unless earlier repurchased, redeemed or converted.

Before May 1, 2031, holders may convert their Notes at their option only in certain circumstances. At any time from, and including, May 1, 2031 until the close of business on the business day immediately preceding the maturity date, the Notes will be convertible at the option of the holders. T1 will settle conversions by paying and/or delivering, at T1's election, cash, shares of its common stock, or a combination of cash and shares of its common stock. The initial conversion rate will be 224.0143 shares of T1's common stock per $1,000 principal amount of the Notes, which is equivalent to an initial conversion price of approximately $4.46 per share of common stock and represents a conversion premium of approximately 20% above the last reported sale price of $3.72 per share of T1's common stock on The New York Stock Exchange on July 29, 2026. If a "make-whole fundamental change" (as defined in the indenture that will govern the Notes) occurs, or if T1 calls a holder's Notes for redemption, then T1 will in certain circumstances increase the conversion rate for a specified period of time for holders who convert their Notes in connection with that make-whole fundamental change, or who convert their Notes that are called for such redemption.

The Notes will not be redeemable prior to August 6, 2029. The Notes will be redeemable, in whole or in part (subject to certain limitations), at T1's option at any time, and from time to time, on or after August 6, 2029 and prior to the 41st scheduled trading day immediately before the maturity date, at a cash redemption price equal to the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, but only if the last reported sale price per share of the T1's common stock equals or exceeds 130% of the conversion price for the Notes on (1) each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the trading day immediately before the date T1 sends the related redemption notice; and (2) the trading day immediately before the date T1 sends such notice.

If a “fundamental change” (as defined in the indenture that will govern the Notes) occurs, then, subject to certain exceptions, holders may require T1 to repurchase their Notes at a cash repurchase price equal to the principal amount of the Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date.

The Notes to be sold in the Offering were only offered to persons reasonably believed to be qualified institutional buyers under the Securities Act of 1933, as amended (the “Securities Act”). The Notes and any shares of T1’s common stock potentially issuable upon conversion of the Notes have not been and will not be registered under the Securities Act, any state securities laws or the securities laws of any other jurisdiction, and unless so registered, may not be offered or sold in the United States absent registration or an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws. The Company has agreed to file a registration statement with the U.S. Securities and Exchange Commission (the “SEC”) registering the resale of the shares of common stock issuable upon conversion of the Notes.

This press release is neither an offer to sell nor a solicitation of an offer to buy any of these securities nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to the registration or qualification thereof under the securities laws of any such state or jurisdiction.

About T1 Energy

T1 Energy Inc. (NYSE: TE) is an energy solutions provider building an integrated U.S. supply chain for solar. In December 2024, T1 completed a transformative transaction, positioning the Company as one of the leading solar manufacturing companies in the U.S., with a complementary solar storage strategy. Based in the U.S. with plans to expand its operations in America, the Company is also exploring value optimization opportunities across its portfolio of assets in Europe.

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Cautionary Statement Concerning Forward-Looking Statements:

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including, without limitation, statements with respect to the anticipated use of proceeds from the Offering, the expected timing for closing of the Offering and T1's target to finance the remaining balance of its capital expenditures relating to Phase 1 of G_2 Austin. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause actual future events, results, or achievements to be materially different from T1's expectations and projections expressed or implied by the forward-looking statements. Important factors include, but are not limited to, those discussed under the caption "Risk Factors" in T1's Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on March 31, 2026, as amended and supplemented by Amendment No. 1 on Form 10-K/A filed with the SEC on April 30, 2026, and in T1's other filings with the SEC, including risks related to: (1) T1's ability to (i) construct and equip manufacturing facilities in a timely and cost-effective manner; (ii) target and retain customers and suppliers; (iii) attract and retain key employees and qualified personnel; (iv) protect its intellectual property; (v) comply with legal and environmental regulations; (vi) compete in international markets in light of export and import controls; (vii) incur substantially more debt; (viii) remediate the material weakness in T1's internal control over financial reporting or otherwise maintain effective internal control over financial reporting, (ix) qualify for the advanced manufacturing production credit under Section 45X of the Internal Revenue Code of 1986, as amended, and (x) rely on third-party warranties; (2) T1's ability to secure a comprehensive financing solution to fund the remaining capital expenditure for G2_Austin Phase 1 on favorable terms, or at all, and the timing of such financing; (3) the concentration of T1's operations in Texas and its dependence on a limited number of suppliers; (4) changes adversely affecting the flow of components and materials from international vendors, the costs of raw materials, components, equipment, and machinery; (5) general economic and geopolitical conditions, (6) changes in applicable laws or regulations, including environmental, export control and tax laws and incentives and renewable energy targets, as well as international trade policies, including tariffs, on T1's products and competitive position; (7) the outcome of any legal proceedings relating to T1's products and services, including intellectual property or product liability claims, commercial or contractual disputes, warranty claims, and other proceedings; and (8) the capital-intensive nature of T1's business and its ability to raise additional capital on attractive terms or service its debt. The above referenced filings are available on the SEC's website at www.sec.gov. Forward-looking statements speak only as of the date of this press release and are based on information available to T1 as of the date of this press release, and T1 assumes no obligation to update such forward-looking statements, all of which are expressly qualified by the statements in this section, whether as a result of new information, future events or otherwise, except as required by law.