
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 14, 2025

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

Nevada

(State or other jurisdiction
of incorporation)

001-41147

(Commission
File Number)

87-3905007

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

**2901 West Coast Highway, Suite 200
Newport Beach, CA**

(Address of principal executive offices)

92663

(Zip Code)

(855) 766-9463

Registrant's telephone number, including area code

Fresh Vine Wine, Inc.

(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 to 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 \$0.001 per share	AMZE	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 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 May 14 and May 20, 2025, Amaze Holdings, Inc. (f/k/a Fresh Vine Wine, Inc.) (the “Company”) issued and sold \$1,080,000 aggregate principal amount of subordinated secured promissory notes (the “Notes”) to accredited investors in a private placement. One of the investors is an affiliate of David Yacullo, a director of the Company. The Notes were issued with original issuance discount of \$180,000, resulting in gross proceeds of \$900,000 to the Company. The Company intends to use the proceeds for working capital and general corporate purposes.

The Notes have a 6 month term and bear simple interest at rate of 10%. The Notes are secured by the assets of the Company and are subordinated in right of payment to the secured indebtedness of the Company. The Notes contain customary events of default.

The foregoing description of the Note is qualified in its entirety by reference to the full text of such document, which is attached as Exhibit 10.1, and is incorporated herein by reference.

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

The information set forth in Item 1.01 is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 is incorporated herein by reference. The Notes were offered and sold in reliance upon exemptions from registration pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended, and/or Rule 506(b) of Regulation D promulgated thereunder, as transactions by an issuer not involving any public offering.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
10.1	Form of Subordinated Secured Promissory Note
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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: May 20, 2025

AMAZE HOLDINGS, INC.

By: /s/ Michael Pruitt

Name: Michael Pruitt

Title: Chief Executive Officer

AMAZE HOLDINGS, INC.

SUBORDINATED SECURED PROMISSORY NOTE

Principal Amount: \$ Dated:

Loan Amount: \$

AMAZE HOLDINGS, INC., a Nevada corporation (the “**Company**”), promises to pay to the order of [NAME] or its assigns (the “**Holder**”) the principal sum of [AMOUNT] U.S. Dollars (\$ _____), of which \$[_____] is the actual loan amount plus and an original issue discount of \$[_____] together with interest as set forth below, in lawful money of the United States.

1. Payments. The outstanding principal amount under this Note together with any accrued, unpaid interest, shall be paid in full on [DATE] (the “**Maturity Date**”). All payments on this Note shall be made by check or wire transfer of immediately available funds to such account as the Holder may from time to time designate in writing to the Company.

2. Interest. On the date hereof, interest shall accrue in an amount equal to 10% per annum on the unpaid principal amount of the Note, without further interest or compounding.

3. Prepayment. This Note may be prepaid by the Company, in whole or in part, without premium or penalty.

4. Events of Default. The occurrence of any one or more of the following events shall constitute an “**Event of Default**”:

(a) The Company fails to pay when due any principal or interest payable hereunder, and such failure to pay continues for a period of five (5) calendar days following written notice of such non-payment by the Holder to the Company;

(b) Any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law is instituted by or against the Company and has been consented to or acquiesced in by the Company or remains undismissed for sixty (60) days, or an order for relief has been entered against the Company, or the Company takes any action, corporate or otherwise, to approve institution of, or acquiescence in, such a proceeding;

(c) Any dissolution or liquidation proceeding is instituted by or against the Company and, if instituted against the Company, is consented to or acquiesced in by the Company, or remains undismissed for sixty (60) days, or the Company takes any corporate action to approve the institution of, or acquiesces in, such a proceeding.

5. Remedies on Default. Upon the occurrence of any Event of Default, the Holder may, upon written notice to the Company, declare the Note to be immediately due and payable. Upon the Company’s receipt such notice, the entire outstanding principal balance plus any and all accrued and unpaid interest under the Note shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company.

6. Waivers; Governing Law. No course of dealing and no delay on the part of the Holder or the Company in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice the Holder’s or the Company’s rights, powers or remedies hereunder or under applicable law. No right, power or remedy conferred hereby shall be exclusive of any right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise. This Note shall be construed in accordance with the laws of the State of Nevada, without regard to the conflicts of law provisions thereof.

7. Successors and Assigns. This Note may be assigned or transferred by the Holder only with the prior written approval of the Company; *provided, however*, that the Holder may assign this Note to its affiliates upon written notice to the Company. Subject to the preceding sentence, the rights and obligations of the Company and the Holder shall be binding upon and inure to the benefit of the successors, assigns, heirs, administrators and transferees of the parties.

8. Security. This Note is secured by the assets of the Company and is in all respects subordinated and junior in right of payment to the existing secured indebtedness of the Company (including the indebtedness under certain secured convertible promissory notes, secured original issue discount promissory notes and the Business Loan and Security Agreement dated May 5, 2025).

IN WITNESS WHEREOF, the Company has caused this Note to be executed as of the date first written above.

AMAZE HOLDINGS, INC.

 Michael Pruitt, *Chief Executive Officer*