

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

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**FORM 8-K**

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

Date of Report (date of earliest event reported): April 16, 2026

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**CoreWeave, Inc.**

(Exact name of registrant as specified in its charter)

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Delaware

001-42563

82-3060021

(State or other jurisdiction of  
incorporation or organization)

(Commission File Number)

(IRS Employer Identification Number)

290 W Mt. Pleasant Ave., Suite 4100  
Livingston, NJ

07039

(Address of registrant's principal executive  
offices)

(Zip Code)

Registrant's telephone number, including area code: (973) 270-9737

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Not Applicable

(Former name or former address, if changed since last report)

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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:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, \$0.000005 par value per share	CRWV	The Nasdaq Stock Market LLC

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).

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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.**

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## **Item 1.01 Entry into a Material Definitive Agreement.**

### *Senior Notes Indenture and Senior Notes*

On April 21, 2026, CoreWeave, Inc. (“CoreWeave”) completed its previously announced private offering of \$1,000,000,000 aggregate principal amount of its 9.750% Senior Notes due 2031 (the “Additional Notes”) to persons reasonably believed to be qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). The Additional Notes were issued as additional notes pursuant to the indenture, dated as of April 14, 2026 (the “Base Indenture”), as supplemented by a First Supplemental Indenture, dated as of the date hereof (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), each by and among CoreWeave, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee. As previously announced, on April 14, 2026, CoreWeave issued \$1,750,000,000 aggregate principal amount of 9.750% Senior Notes due 2031 under the Base Indenture (the “Existing Notes” and, together with the Additional Notes, the “Notes”), which Existing Notes form a single class with the Additional Notes issued on the date hereof, for a total of \$2,750,000,000 aggregate principal amount of Notes outstanding under the Indenture. The Additional Notes have substantially identical terms as the Existing Notes, other than with respect to the date of issuance and issue price. The Additional Notes were issued at an issue price equal to 102.000% of the principal amount thereof.

CoreWeave intends to use the proceeds from the offering of the Additional Notes for general corporate purposes, including, without limitation, repayment of outstanding indebtedness, and to pay fees, costs and expenses in connection with the offering of the Additional Notes.

The Notes will mature on October 1, 2031 and bear interest at a rate of 9.750% per annum, payable semi-annually in cash in arrears on April 1 and October 1 of each year, beginning on October 1, 2026. Interest on the Notes will accrue from April 14, 2026.

The Notes are guaranteed on a senior unsecured basis by certain wholly-owned subsidiaries of CoreWeave and certain of CoreWeave’s future direct and indirect wholly owned domestic restricted subsidiaries that guarantee CoreWeave’s existing revolving credit facility.

CoreWeave may redeem all or a portion of the Notes at any time prior to October 1, 2028 at a redemption price equal to 100% of the aggregate principal amount thereof, plus a make-whole premium, together with accrued and unpaid interest, if any, to, but excluding, the redemption date. CoreWeave may redeem all or a portion of the Notes at any time on or after October 1, 2028 at the redemption prices set forth in the Indenture. At any time prior to October 1, 2028, up to 40% of the aggregate principal amount of the Notes may be redeemed with the net cash proceeds from certain equity offerings, at the redemption price specified in the Indenture.

Upon the occurrence of specified kinds of change of control triggering events, holders of the Notes will have the right to require CoreWeave to repurchase the Notes at a purchase price equal to 101% of the principal amount plus accrued and unpaid interest, if any, to, but excluding, the repurchase date.

The Indenture limits, among other things, the ability of CoreWeave and its restricted subsidiaries to (i) incur or guarantee additional indebtedness or issue disqualified stock or certain preferred stock; (ii) pay dividends on or make other distributions in respect of equity interests or make other restricted payments; (iii) create liens on certain assets to secure indebtedness; (iv) make certain investments; (v) sell certain assets; (vi) enter into certain transactions with CoreWeave’s affiliates; (vii) merge or consolidate with other persons or sell or otherwise dispose of all or substantially all of CoreWeave’s assets; and (viii) designate CoreWeave’s restricted subsidiaries as unrestricted subsidiaries. These covenants are subject to a number of important limitations and exceptions that are set forth in the Indenture. The Indenture provides for customary events of default (subject in certain cases to customary grace and cure periods).

The foregoing summary of the Indenture and the Notes does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Base Indenture and form of Notes, which are filed as Exhibits 4.1 and 4.2 to CoreWeave’s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 14, 2026 and incorporated herein by reference, and the Supplemental Indenture, filed as Exhibit 4.1 hereto and incorporated herein by reference.

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

The information described above under Item 1.01 is incorporated into this Item 2.03 by reference.

### **Item 8.01 Other Events.**

On April 16, 2026, CoreWeave issued a press release announcing the launch of the offering of the Additional Notes. Later on April 16, 2026, CoreWeave issued a press release announcing the pricing of the offering of the Additional Notes. Copies of the launch press release and pricing press release are filed as Exhibits 99.1 and 99.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

### **Item 9.01 Financial Statements and Exhibits**

*(d) Exhibits.*

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
4.1	<a href="#"><u>First Supplemental Indenture, dated as of April 21, 2026, by and among CoreWeave, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee.</u></a>
99.1	<a href="#"><u>Launch Press Release issued by CoreWeave, Inc. on April 16, 2026.</u></a>
99.2	<a href="#"><u>Pricing Press Release issued by CoreWeave, Inc. on April 16, 2026.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**First Supplemental Indenture**

FIRST SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of April 21, 2026, by and among the parties that are signatories hereto as Guarantors (the “Guarantors”), CoreWeave, Inc., a Delaware corporation (the “Company”), and U.S. Bank Trust Company, National Association, a national banking association, as Trustee under the Indenture referred to below.

WITNESSETH:

WHEREAS, each of the Company, the Guarantors and the Trustee have heretofore executed and delivered an indenture, dated as of April 14, 2026 (the “Base Indenture” and, as further amended, supplemented, waived or otherwise modified, including by this Supplemental Indenture, the “Indenture”), providing for the issuance of an aggregate principal amount of \$1,750.0 million of 9.750% Senior Notes due 2031 of the Company (the “Initial Notes”);

WHEREAS, on April 14, 2026, the Company issued \$1,750,000,000 aggregate principal amount of Initial Notes under the Base Indenture;

WHEREAS, the Company and Guarantors desire to establish and provide for the issuance by the Company of an additional \$1,000,000,000 aggregate principal amount of 9.750% Senior Notes due 2031 (the “Additional Notes” and, together with the Initial Notes, the “Notes”) as Additional Notes under, and as defined in, the Indenture; and

WHEREAS, Section 2.1 and Section 9.1(7) of the Base Indenture provide for the issuance of Additional Notes and execution and delivery of this Supplemental Indenture to evidence the creation of the Additional Notes without the consent of any Holder;

WHEREAS, the Additional Notes shall constitute “Additional Notes” and “Notes” pursuant to the Indenture;

WHEREAS, Section 9.1(1) of the Base Indenture provides that the Indenture may be amended without the consent of any Holder to conform any provision to any provision under the heading “Description of notes” in the Offering Memorandum; and

WHEREAS, pursuant to Section 9.1(1), Section 9.1(7) and Section 9.6 of the Base Indenture, the Company, the Guarantors, and the Trustee are authorized to execute and deliver this Supplemental Indenture without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to establish the terms of the Additional Notes, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of Additional Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Base Indenture or in the preamble or recitals hereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 1.2. Reference to and Effect on Indenture. Upon the date hereof, each reference in the Indenture to “this Indenture,” “hereunder,” “hereof,” or “herein” shall mean and be a reference to the Indenture as supplemented by this Supplemental Indenture, unless the context requires otherwise. This Supplemental Indenture shall form a part of the Indenture for all purposes.

## ARTICLE II

### ADDITIONAL NOTES

SECTION 2.1. Additional Notes. The Additional Notes are hereby created under the Indenture and shall form a single class with the outstanding Notes under the Indenture. The Additional Notes shall constitute Additional Notes and be governed under the Indenture and executed and delivered in the manner contemplated therein, and each Guarantor reaffirms its Guarantee set forth in Article X of the Indenture with regard to such Additional Notes. The Additional Notes will be issued on April 21, 2026 (the “Additional Note Issue Date”). Interest shall accrue on the Additional Notes from and including April 14, 2026 and the first interest payment date shall be October 1, 2026. The Additional Notes issued pursuant to Regulation S will be initially issued bearing a temporary CUSIP number (U2069EAD2) and ISIN (USU2069EAD23) that differ from the CUSIP number and ISIN of the Initial Notes pursuant to Regulation S. Such Additional Notes shall be consolidated, and become fully fungible, with the Initial Notes issued in reliance on Regulation S after the expiration of the 40-day period following the Additional Note Issue Date. The Additional Notes shall be Restricted Notes pursuant to the Indenture. The Additional Notes were issued at 102.00% plus accrued interest from April 14, 2026.

## ARTICLE III

### AMENDMENT

SECTION 3.1. Amendment to Base Indenture. Pursuant to Section 9.1(1) of the Base Indenture, clause (b) of Section 5.6 (*Optional Redemption*) of the Base Indenture and clause (b) of paragraph 6 (*Redemption*) of the form of Note attached as Exhibit A to the Base Indenture and of each Note issued under the Indenture shall be amended and restated in full as follows (with the substantive changes emphasized in bold and underlined below for illustrative purpose) to conform to the related provision under the heading “Description of notes” in the Offering Memorandum:

“At any time and from time to time prior to October 1, 2028, the Company may, on one or more occasions, in accordance with the applicable provisions of Article V of the Indenture, redeem up to 40.0% of the aggregate principal amount of Notes issued under the Indenture on the Issue Date (**together with Additional Notes**) at a redemption price (expressed as percentages of principal amount of the Notes to be redeemed) equal to 109.750% of the principal amount of such Notes being redeemed, plus accrued and unpaid interest thereon, if any, to, but excluding, the applicable Redemption Date, subject to the right of Holders of record of the Notes on the relevant record date to receive interest due on the relevant interest payment date, with the Net Cash Proceeds received by the Company from any Equity Offerings of the Company; *provided* that not less than 40.0% of the aggregate principal amount of the then outstanding Notes issued under the Indenture remains outstanding immediately after the occurrence of each such redemption (including Additional Notes but excluding Notes held by the Company or any of its Restricted Subsidiaries) unless all such Notes are redeemed substantially concurrently; *provided*, further, that each such redemption occurs not later than 180 days after the date of closing of the related Equity Offering. The Trustee shall select the Notes to be redeemed in the manner described under Section 5.1 through Section 5.6 of the Indenture.”

## ARTICLE IV

### MISCELLANEOUS

SECTION 4.1. No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Company or any of its respective Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Company or any Guarantor under the Note Documents, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the U.S. federal securities laws and it is the view of the SEC that such a waiver is against public policy.

SECTION 4.2. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

SECTION 4.3. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4.4. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 4.5. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Note heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4.6. The Trustee. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 4.7. Counterparts. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 4.8. Successors. All agreements of the Company and the Guarantors in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

SECTION 4.9. Headings. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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

COREWEAVE, INC., as Company

By: /s/ Michael Intrator  
Name: Michael Intrator  
Title: Chief Executive Officer

COREWEAVE CASH MANAGEMENT LLC, as Guarantor

By: /s/ Michael Intrator  
Name: Michael Intrator  
Title: President and Secretary

COREWEAVE DEBT HOLDCO I, LLC, as Guarantor

By: /s/ Michael Intrator  
Name: Michael Intrator  
Title: President and Chief Executive Officer

WEIGHTS AND BIASES, LLC, as Guarantor

By: /s/ Michael Intrator  
Name: Michael Intrator  
Title: President and Chief Executive Officer

*[Signature Page to Supplemental Indenture]*

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U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Jesse Yuen  
Name: Jesse Yuen  
Title: Vice President

*[Signature Page to Supplemental Indenture]*

**CoreWeave Announces Intention to Offer \$1,000 million of 9.750% Senior Notes due 2031****April 16, 2026**

LIVINGSTON, N.J.--(BUSINESS WIRE)-- CoreWeave, Inc. (Nasdaq: **CRWV**) (“CoreWeave”) announced today that it intends, subject to market and other customary conditions, to offer \$1,000 million aggregate principal amount of 9.750% senior notes due 2031 (the “Notes”) in a private offering. The Notes will be guaranteed on a senior unsecured basis by certain wholly-owned subsidiaries of CoreWeave. The Notes are being offered as additional notes under the Indenture, dated as of April 14, 2026, pursuant to which CoreWeave previously issued \$1,750 million in aggregate principal amount of 9.750% senior notes due 2031.

CoreWeave intends to use the proceeds from the offering of the Notes for general corporate purposes, including, without limitation, repayment of outstanding indebtedness, and to pay fees, costs and expenses in connection with the offering of the Notes.

The Notes and related guarantees are being offered only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or to persons other than “U.S. persons” in compliance with Regulation S under the Securities Act. The Notes and related guarantees have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

This press release is for informational purposes only and is not an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. Any offers of the Notes will be made only by means of a private offering memorandum.

**About CoreWeave**

CoreWeave is The Essential Cloud for AI™. Built for pioneers by pioneers, CoreWeave delivers a platform of technology, tools, and teams that enables innovators to move at the pace of innovation, building and scaling AI with confidence. Trusted by leading AI labs, startups, and global enterprises, CoreWeave serves as a force multiplier by combining superior infrastructure performance with deep technical expertise to accelerate breakthroughs. Established in 2017, CoreWeave completed its public listing on Nasdaq (CRWV) in March 2025.

**Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties, including statements regarding the Notes offering and the expected use of proceeds therefrom, which statements are based on current expectations, forecasts, and assumptions and involve risks and uncertainties that could cause actual results to differ materially from expectations discussed in such statements. These forward-looking statements are only predictions and may differ materially from actual results due to a variety of factors including, but not limited to, CoreWeave’s ability to complete the offering on favorable terms, if at all, and general market,

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political, economic and business conditions which might affect the offering. These factors, as well as others, are discussed in CoreWeave's filings with the Securities and Exchange Commission, including the sections titled "Special Note Regarding Forward-Looking Statements" and "Risk Factors" in CoreWeave's Annual Report on Form 10-K for the year ended December 31, 2025. All forward-looking statements contained herein are based on information available as of the date hereof and CoreWeave does not assume any obligation to update these statements as a result of new information or future events.

**Media**

**[press@coreweave.com](mailto:press@coreweave.com)**

**Investor Relations**

**[investor-relations@coreweave.com](mailto:investor-relations@coreweave.com)**

**CoreWeave Announces Pricing of \$1,000 million of 9.750% Senior Notes due 2031****April 16, 2026**

LIVINGSTON, N.J.--(BUSINESS WIRE)-- CoreWeave, Inc. (Nasdaq: **CRWV**) (“CoreWeave”) announced today that it priced a private offering of \$1,000 million aggregate principal amount of 9.750% senior notes due 2031 (the “Notes”). The Notes will have a maturity date of October 1, 2031. The closing of the offering of the Notes is expected to occur on April 21, 2026, subject to customary closing conditions. The Notes will be issued at an issue price equal to 102.000% of the principal amount thereof and will be guaranteed on a senior unsecured basis by certain wholly-owned subsidiaries of CoreWeave. The Notes are being offered as additional notes under the Indenture, dated as of April 14, 2026, pursuant to which CoreWeave previously issued \$1,750 million in aggregate principal amount of 9.750% senior notes due 2031.

CoreWeave intends to use the proceeds from the offering of the Notes for general corporate purposes, including, without limitation, repayment of outstanding indebtedness, and to pay fees, costs and expenses in connection with the offering of the Notes.

The Notes and related guarantees were offered only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or to persons other than “U.S. persons” in compliance with Regulation S under the Securities Act. The Notes and related guarantees have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

This press release is for informational purposes only and is not an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

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This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties, including statements regarding the Notes offering and the expected use of proceeds therefrom, which statements are based on current expectations, forecasts, and assumptions and involve risks and uncertainties that could cause actual results to differ materially from expectations discussed in such statements. These forward-looking statements are only predictions and may differ materially from actual results due to a variety of factors including, but not limited to,

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CoreWeave's ability to complete the offering on favorable terms, if at all, and general market, political, economic and business conditions which might affect the offering. These factors, as well as others, are discussed in CoreWeave's filings with the Securities and Exchange Commission, including the sections titled "Special Note Regarding Forward-Looking Statements" and "Risk Factors" in CoreWeave's Annual Report on Form 10-K for the year ended December 31, 2025. All forward-looking statements contained herein are based on information available as of the date hereof and CoreWeave does not assume any obligation to update these statements as a result of new information or future events.

**Media Contact**

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