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 9, 2026

AIR INDUSTRIES GROUP
(Exact Name of Registrant as Specified in its Charter)

Nevada	**001-35927**	**80-0948413**
State of Incorporation	Commission File Number	IRS Employer I.D. Number

1460 Fifth Avenue, Bay Shore, New York 11706
(Address of Principal Executive Offices)

Registrant's telephone number: (631) 968-5000

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 $0.001	AIRI	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 (§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 Definitive Material Agreement.

On November 9, 2026, we, Air Industries Group (the "Company"), entered into a Thirteenth Amendment to our Loan and Security Agreement with our primary lender ("Thirteenth Amendment"). In the Thirteenth Amendment the primary lender extended the maturity date of the revolving credit and term loans under the Loan and Security Agreement to April 30, 2027. A copy of the Thirteenth Amendment is annexed as Exhibit 10.1 and reference is made thereto for the complete terms and conditions of the Thirteenth Amendment. As consideration for the lender's agreement to extend the maturity date of the Loan and Security Agreement, AIR paid an amendment fee of $50,000 and agreed to pay an additional fee of $50,000 on the maturity date.

Concurrently with the execution of the Thirteenth Amendment, Michael Taglich and Robert Taglich, the holders of our convertible subordinated notes (the "Convertible Subordinated Notes") and nonconvertible subordinated notes (the "Nonconvertible Subordinated Notes, and together with the Convertible Subordinated Notes, the "Related Party Notes"), agreed to extend the maturity of such Related Party Notes until May 1, 2027 (the "Related Party Notes Extensions"). In consideration for the Related Party Notes Extensions, the Company agreed that if the contemplated merger with Tenax Aerospace Acquisition, LLC and Transitory Air Sub LLC (the "Merger") does not occur on or prior to November 30, 2026, effective December 1, 2026, the principal amount of each Related Party Note would be increased by 2%; effective December 1, 2026, the interest rate of each Related Party Note would be reset at the greater of (x) 12.5% and (y) the Secured Overnight Financing Rate plus 8.5%, and if the Company were to default in the payment of any principal or interest payable, the interest rate would increase to the greater of (x) 24% and (y) the SOFR plus 15%. With respect to the Convertible Subordinated Notes, the Company and the holders of the Convertible Subordinated Notes agreed that if the Merger does not occur on or prior to November 30, 2026, the conversion price of the Convertible Subordinated Notes would not be changed. A copy of the Related Party Note Extensions are annexed as Exhibit 10.2 and 10.3, respectively, and reference is made thereto for the complete terms and conditions of the Related Party Note Extensions.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Thirteenth Amendment to Loan and Security Agreement with the Primary Lender
10.2	Related Party Notes Extension with Michael Taglich
10.3	Related Party Notes Extension with Robert Taglich
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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: November 10, 2026

AIR INDUSTRIES GROUP

By: /s/ Scott Glassman
Scott Glassman
Acting Chief Executive Officer and President

Exhibit 10.1

THIRTEENTH AMENDMENT TO
LOAN AND SECURITY AGREEMENT

THIS THIRTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (the "Amendment"), is dated November 9, 2026, and is made by and among (a) AIR INDUSTRIES MACHINING, CORP., a New York corporation ("AIM"), NASSAU TOOL WORKS, INC., a New York corporation ("NTW"), THE STERLING ENGINEERING CORPORATION, a Connecticut corporation ("Engineering", and together with AIM and NTW, individually, a "Borrower", and collectively the "Borrowers"), (b) AIR INDUSTRIES GROUP, a Nevada corporation (together with its successors and permitted assigns, "Parent"), and AIR REALTY GROUP, LLC, a Connecticut limited liability company ("Realty", and together with Parent, the "Guarantor") and SANTANDER BANK, N.A., as successor by merger to Webster Bank, National Association, successor by merger to Sterling National Bank), (together with its successors and permitted assigns, the "Lender").

RECITALS

Pursuant to that certain Loan and Security Agreement, dated as of December 31, 2019, as amended (the "Loan Agreement") by and among Borrowers, Guarantor, the other Credit Parties thereto, and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement, as amended hereby).

The Credit Parties have requested that Lender make certain amendments to the Loan Agreement, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Amendment to Loan Agreement. As of the Thirteenth Amendment Effective Date, the Loan Agreement is amended as follows:

(a) Section 1.1. The following definitions set forth in Section 1.1 of the Loan Agreement are amended and restated in their entirety to read as follows:

"Maturity Date" means April 30, 2027.

2. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Loan Agreement shall remain in full force and effect and shall apply to any Loan made thereunder.

3. Amendment Fee. In consideration of Lender's agreement to enter into this Amendment, Borrowers shall pay to Lender a non-refundable amendment fee in an amount equal to $50,000 (the "Amendment Fee"). The Amendment Fee is fully earned as of the Thirteenth Amendment Effective Date, and shall be payable at the execution and delivery of this Amendment.

4. Fee Due at Maturity. Borrowers and Lender acknowledge and agree that, pursuant to the Eleventh Amendment to Loan and Security Agreement, dated as of February 26, 2026, by and among the Borrowers, the Guarantors and the Lender, Borrowers are obligated to pay to Lender a non-refundable amendment fee in an amount equal to $150,000 (the "Additional Fee"), which fee was fully earned as of the Eleventh Amendment Effective Date and is payable on the Maturity Date, and that such obligation remains in full force and effect. In consideration of Lender's agreement to enter into this Amendment, Borrowers shall pay to Lender an additional non-refundable amendment fee in an amount equal to $50,000 (the "Thirteenth Amendment Additional Fee"), such that the aggregate amount of the Additional Fee and the Thirteenth Amendment Additional Fee is $200,000. The Thirteenth Amendment Additional Fee is fully earned as of the Thirteenth Amendment Effective Date, and shall be payable on the Maturity Date. For the avoidance of doubt, the Thirteenth Amendment Additional Fee is in addition to, and not in substitution for, the Additional Fee, and nothing in this Amendment shall be deemed to require Borrowers to pay the Additional Fee more than once.

5. Conditions Precedent. This Amendment shall be effective on the date (such date, the "Thirteenth Amendment Effective Date") that each of the following conditions have been satisfied, in form and substance satisfactory to Lender:

(a) The Lender shall have received a fully executed copy of this Amendment;

(b) The Lender shall have received a copy of the resolutions or equivalent action, in form and substance reasonably satisfactory to the Lender, of the Board of Directors or equivalent authorizing body of Borrowers authorizing, as applicable, the execution, delivery of this Amendment and the performance of this Amendment, certified by the Secretary, an Assistant Secretary or other authorized representatives of Borrowers as of the Thirteenth Amendment Effective Date, which certificate shall state that the resolutions or other action hereby certified have not been amended, modified (except as any later such resolution or other action may modify any earlier such resolution or other action), revoked or rescinded and are in full force and effect; and

(c) The Lender shall have received the Amendment Fee set forth in Section 3 above and Borrowers shall have paid or cause to be paid all fees and expenses required to be paid in accordance with this Amendment.

6. Representations and Warranties. Borrowers hereby represent and warrant to Lender as follows:

(a) Each Borrower has all requisite power and authority to execute this Amendment and any other agreements or instruments required hereunder and to perform all of its obligations hereunder, and this Amendment and all such other agreements and instruments have been duly executed and delivered by each Borrower and constitute the legal, valid and binding obligation of Borrowers, enforceable in accordance with its terms.

(b) The execution, delivery and performance by each Borrower of this Amendment and any other agreements or instruments required hereunder have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to any Borrower, or the certificate of formation, articles of incorporation, operating agreement, or by-laws of any Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which any Borrower is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in the Loan Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

(d) After giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing.

7. References. All references in the Loan Agreement to "this Agreement" shall be deemed to refer to the Loan Agreement as amended hereby; and any and all references in the Loan Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended hereby.

8. No Waiver. The execution of this Amendment and the acceptance of all other agreements and instruments related hereto shall not be deemed to be a waiver of any Default or Event of Default under the Loan Agreement or a waiver of any breach, default or event of default under any Loan Document or other document held by Lender, whether or not known to Lender and whether or not existing on the date of this Amendment.

9. Release. Each Credit Party hereby absolutely and unconditionally releases and forever discharges Lender, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, such Credit Party has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever relating to any Loan Document arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown.

10. Costs and Expenses. Borrowers hereby reaffirms their agreement under the Loan Agreement to pay or reimburse Lender on demand for all costs and expenses incurred by Lender in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, Borrowers specifically agree to pay all fees and disbursements of counsel to Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. Borrowers hereby agree that Lender may, at any time or from time to time in its sole discretion and without further authorization by Borrowers, make a loan to the Borrowers under the Loan Agreement, or apply the proceeds of any loan, for the purpose of paying any such fees, disbursements, and costs and expenses.

11. Counterparts. This Amendment may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment will be as effective as delivery of a manually executed counterpart of the Agreement.

12. Headings. Section Headings are for convenience of reference only, and are not part of, and are not to be taken into consideration in interpreting this Amendment.

13. Governing Law. The rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted and determined in accordance with the laws of the State of New York.

[Signature Pages follow]

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

BORROWERS:

AIR INDUSTRIES MACHINING, CORP.

By: /s/ Scott Glassman
Name: Scott Glassman
Title: Acting Chief Executive Officer and President

NASSAU TOOL WORKS, INC.

By: /s/ Scott Glassman
Name: Scott Glassman
Title: Acting Chief Executive Officer and President

THE STERLING ENGINEERING CORPORATION

By: /s/ Scott Glassman
Name: Scott Glassman
Title: Acting Chief Executive Officer and President

GUARANTORS:

AIR INDUSTRIES GROUP,
AIR REALTY GROUP, LLC

By: /s/ Scott Glassman
Name: Scott Glassman
Title: Acting Chief Executive Officer and President

[*Signature page to Thirteenth Amendment to Loan and Security Agreement (Webster/Air Industries)*]

SANTANDER BANK, N.A., as successor by merger to Webster Bank, National Association

By: /s/ Andrew Bella
Name: Andrew Bella
Title: Senior Managing Director

[Signature page to Thirteenth Amendment to Loan and Security Agreement (Webster/Air Industries)]

Exhibit 10.2



Scott A. Glassman
Acting Chief Executive Officer

November 9, 2026

Mr. Michael N. Taglich
37 Main Street
Cold Spring Harbor, NY 11724

Re: Extension of Notes

Dear Michael:

- $1,640,323 ($1,673,129) Convertible Subordinated Note- Interest at 6% (cash) 8% (PIK) convertible at $15.00 per share.
- $776,000 ($791,520) Convertible Subordinated Note - Interest at 7% (cash) 8% (PIK) convertible at $9.30 per share.

We are parties to the Convertible Subordinated Notes referenced above, collectively, the "Notes." By letter dated ●, 2026, you extended the Maturity Date of the Notes to December 1, 2026.

By your signature below, you hereby confirm your agreement that in consideration of the amendments to the Notes described herein (the "Amendments"), the Maturity Date of each Note has been extended until May 1, 2027, . For the avoidance of doubt, none of the Amendments to the Notes described herein will become effective if on or before November 30, 2026 (the "Outside Date"), Air Industries Group (the "Company") consummates the merger (the "Merger") with Tenax Aerospace Acquisition, LLC, contemplated by the Amended and Restated Agreement and Plan of Merger dated July 2, 2026, among Tenax, the Company and Transitory Air Sub LLC.

Specifically, if the contemplated Merger with Tenax does not occur on or before the Outside Date:

1. The principal amount of each Convertible Subordinated Note would be increased by 2% and become the amount indicated above;

    A. With respect to the Convertible Subordinated Notes;

        (I) the interest rate would be reset at the greater of (x) 12.5% and (y) the SOFR plus 8.5%, and

        (II) after the occurrence and during the continuance of any default in the payment of any principal or interest payable the interest rate would increase to the greater of 24% and (y) the SOFR plus 15%; and

        (iii) the conversion price will remain unchanged.

This is a binding agreement and not merely a statement of intent, nevertheless, it is recognized that due to the need to conform to the applicable regulations of the NYSE American LLC and other complexities of regulations applicable to our agreement, the Company and you will endeavor to execute more complete agreements as soon as reasonably practical and that, except as explicitly amended hereby, all of the terms and conditions of each Note remain in full force and effect.

Sincerely,

Air Industries Group

By: /s/ Scott Glassman
Name: Scott Glassman
Title: Acting CEO and President

Agreed as of the date set forth above:

/s/ Michael N. Taglich
Michael N. Taglich

Exhibit 10.3



Scott A. Glassman
Acting Chief Executive Officer

November 9, 2026

Mr. Robert F. Taglich
37 Main Street
Cold Spring Harbor, NY 11724

Re: Extension of Notes

Dear Robert:

- $878,475($896,045) Convertible Subordinated Note- Interest at 6% (cash) 8% (PIK) convertible at $15.00 per share.
- $1,026,000 ($1,046,520) Convertible Subordinated Note- Interest at 7% (cash) 8% (PIK) convertible at $9.30 per share.
- $350,000 ($357,000) Subordinated Note - Interest at 12% (cash).
- $200,000 ($204,000) Subordinated Note - Interest at 12% (cash).

We are parties to the Convertible Subordinated Notes and Subordinated Notes referenced above, collectively, the "Notes." By letter dated ●, 2026, you extended the Maturity Date of the Notes to December 1, 2026.

By your signature below, you hereby confirm your agreement that in consideration of the amendments to the Notes described herein (the "Amendments"), the Maturity Date of each Note has been extended until May 1, 2027. For the avoidance of doubt, none of the Amendments to the Notes described herein will become effective if on or before November 30, 2026 (the "Outside Date"), Air Industries Group (the "Company") consummates the merger (the "Merger") with Tenax Aerospace Acquisition, LLC, contemplated by the Amended and Restated Agreement and Plan of Merger dated July 2, 2026, among Tenax, the Company and Transitory Air Sub LLC.

Specifically, if the contemplated Merger with Tenax does not occur on or before the Outside Date:

1. The principal amount of each Subordinated Note and Convertible Subordinated Note would be increased by 2% and become the amount indicated above;

A. With respect to the Subordinated Notes which are not convertible:

(i) effective December 1, 2026, the interest rate would be reset at the greater of (x) 12.5% and (y) the Secured Overnight Financing Rate plus 8.5%, and

(ii) after the occurrence and during the continuance of any default in the payment of any principal or interest payable, the interest rate would increase to the greater of 24% and (y) the SOFR plus 15%.

B. With respect to the Convertible Subordinated Notes;

(I) the interest rate would be reset at the greater of (x) 12.5% and (y) the SOFR plus 8.5%, and

(II) after the occurrence and during the continuance of any default in the payment of any principal or interest payable the interest rate would increase to the greater of 24% and (y) the SOFR plus 15%; and

(iii) the conversion price will remain unchanged.

This is a binding agreement and not merely a statement of intent, nevertheless, it is recognized that due to the need to conform to the applicable regulations of the NYSE American LLC and other complexities of regulations applicable to our agreement, the Company and you will endeavor to execute more complete agreements as soon as reasonably practical and that, except as explicitly amended hereby, all of the terms and conditions of each Note remain in full force and effect.

Sincerely,

Air Industries Group

By: /s/ Scott Glassman
Name: Scott Glassman
Title: Acting CEO and President

Agreed as of the date set forth above:

/s/ Robert F. Taglich
Robert F. Taglich