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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of August 2024

Commission File Number: 001-41431

Polestar Automotive Holding UK PLC

**Assar Gabrielssons Väg 9
405 31 Göteborg, Sweden
(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Snita Term Loan Facility Amendment

On August 21, 2024, Polestar Automotive Holding UK PLC (“Polestar”), as borrower, entered into an amendment letter (the “Amendment Letter”) in respect of the credit agreement originally entered into on November 3, 2022 and amended on November 8, 2023, in relation to a USD 1,000,000,000 term loan facility (the “Original Term Loan Facility Agreement”, and as amended by the Amendment Letter, the “Term Loan Facility Agreement”) with Snita Holding B.V. (“Snita”) as original lender and agent. Snita is a wholly-owned subsidiary of Volvo Cars AB and one of Polestar’s affiliates.

By virtue of the Amendment Letter, Polestar and Snita have agreed to extend the term of the facility until December 29, 2028, subject to the terms and conditions of the Original Term Loan Facility Agreement.

All other terms and conditions of the Original Term Loan Facility Agreement remain unchanged in the Term Loan Facility Agreement (including, without limitation, terms regarding margin, shares conversion mechanics, prepayments, negative and positive covenants, representations and warranties and events of default), as described in the Reports on Form 6-K furnished by Polestar on November 3, 2022 and November 8, 2023.

A copy of the Amendment Letter is included in this Report on Form 6-K as Exhibit 10.1 and the foregoing description of the Amendment Letter is qualified in its entirety by reference thereto.

Exhibit 10.1 shall be deemed to be incorporated by reference into Polestar’s registration statement on Form S-8 (File No: 333-267146), registration statement on Form F-3 (File No. 333-266101) and registration statement on Form F-3 (File No. 333-274918) and to be a part thereof from the date on which this report is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
10.1	<u>Amendment Letter, dated August 21, 2024, by and between Polestar Automotive Holding UK PLC, as borrower, and Snita Holding B.V., as original lender and agent.</u>

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, thereunto duly authorized.

Date: August 21, 2024

POLESTAR AUTOMOTIVE HOLDING UK PLC

By: /s/ Thomas Ingenlath

Name: Thomas Ingenlath

Title: Chief Executive Officer

By: /s/ Per Ansgar

Name: Per Ansgar

Title: Chief Financial Officer

AMENDMENT LETTER

To: **SNITA HOLDING B.V.**, a private company (*besloten vennootschap*) incorporated under Dutch law and registered with the Trade Register of the Dutch Chamber of Commerce under number 33225475 as facility agent (the “**Agent**”); and

SNITA HOLDING B.V., a private company (*besloten vennootschap*) incorporated under Dutch law and registered with the Trade Register of the Dutch Chamber of Commerce under number 33225475 as lender (the “**Lender**”).

From: **POLESTAR AUTOMOTIVE HOLDING UK PLC**, a public limited company registered in England and Wales with number 13624182 (the “**Borrower**”).

Dated: 21 August 2024

Polestar Automotive Holding UK PLC

–
Term Facility Agreement dated 3 November 2022 as amended from time to time
(the “**Original Facility Agreement**”)

1. We refer to the Original Facility Agreement. This is an amendment letter (the “**Amendment Letter**”). Terms defined in the Original Facility Agreement shall have the same meaning when used in this Amendment Letter unless given a different meaning in this Amendment Letter.
2. In accordance with the Original Facility Agreement, each of the Borrower and the Agent designate this Amendment Letter as a Finance Document.
3. In accordance with clause 30 (*Amendments and waivers*) of the Original Facility Agreement, the Agent, the Lender and the Borrower consent to amending the Original Facility Agreement so as to, among other things, extend the Termination Date as specified in paragraph 5 of this Amendment Letter.
4. The Original Facility Agreement shall (unless otherwise agreed between the Parties) be amended in accordance with paragraph 5 from:
 - (a) the date of this Amendment Letter; or
 - (b) if later, the date upon which the Agent has received all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) of this Amendment Letter in form and substance satisfactory to the Agent (or if such document or other evidence is not in form and substance satisfactory to the Agent, the Agent has otherwise waived, on the instructions of the Lender(s), such requirement). The Agent shall notify the Borrower promptly upon being so satisfied. Such notification shall include a confirmation that the Effective Date (as defined below) has occurred,such date being the “**Effective Date**”.

5. **Amendments**

5.1 In this Amendment Letter:

“**Amended Facility Agreement**” means the Original Facility Agreement, as amended by this Amendment Letter.

5.2 With effect on and from the Effective Date, the Original Facility Agreement will be amended as follows:

- a) The definition of “Termination Date” in clause 1.1 (*Definitions*) of the Original Facility Agreement shall be deleted in its entirety and replaced with the following:

“**Termination Date**” means 29 December 2028.”;

- b) The definition of “Designated Recipients” shall be amended to add the following recipient:

(e) Joakim Alpsten (Joakim.alpsten@volvocars.com)

- c) Clause 17.2 shall be deleted in its entirety and replaced with the following:

“The Borrower shall supply to the Agent (marked for the attention of the Designated Recipients) on request (such request to be made no later than the last calendar day of the preceding Financial Quarter), on or before the fifth Business Day of a Financial Quarter, an updated Cashflow Forecast in respect of each Financial Quarter (starting from the beginning of the Financial Quarter in which the Cashflow Forecast is delivered) to (and including) December 2028, in substantially the same format as that of the Original Cashflow Forecast.”

6. The Repeating Representations are deemed to be made by the Borrower (by reference to the facts and circumstances then existing) on the date of this Amendment Letter, on the Effective Date and for the avoidance of doubt, on the date of a Utilisation Request and on the proposed Utilisation Date, but references to “this Agreement” or to “Finance Documents” in the Repeating Representations should be construed as references to this Amendment Letter and to the Amended Facility Agreement.
7. The provisions of the Original Facility Agreement and the other Finance Documents shall, save as amended by this Amendment Letter, continue in full force and effect. From the Effective Date, the Original Facility Agreement and this Amendment Letter shall be read and construed as one document.
8. The Borrower, shall, at the request of the Agent and at Borrower’s own expense, do all such acts and things necessary to give effect to the amendments effected or to be effected pursuant to this Amendment Letter.
9. The provisions of clause 35 (*Enforcement*) of the Original Facility Agreement shall be incorporated into this Amendment Letter as if set out in full in this Amendment Letter and as if references in those clauses to “this Agreement” or “the Finance Documents” are references to this Amendment Letter.
10. This Amendment Letter and any non-contractual obligations arising out of or in with it are governed by English law.

If you agree to the terms of this Amendment Letter, please sign where indicated below.

The Borrower

For and on behalf of **POLESTAR AUTOMOTIVE HOLDING UK PLC**

By: /s/ Thomas Ingenlath
Name: Thomas Ingenlath
Title: Chief Executive Officer

By: /s/ Per Ansgar
Name: Per Ansgar
Title: Chief Financial Officer

Address: The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom
Attention: Chief Financial Officer

We agree to the terms of this Amendment Letter.

The Agent

For and on behalf of **SNITA HOLDING B.V.**

By: /s/ Johan Ekdahl
Name: Johan Ekdahl
Title: Director

By: /s/ Maria Hemberg
Name: Maria Hemberg
Title: Director

Address: Stationsweg 2, 4153 RD Beesd, The Netherlands
Attention: Jaap Verkerk

Copy: Volvo Car Corporation
Attention: Rosmarie Söderbom
Dep 50091, HB3S
405 31, Göteborg, Sweden

The Lender

For and on behalf of **SNITA HOLDING B.V.**

By: /s/ Johan Ekdahl

Name: Johan Ekdahl

Title: Director

By: /s/ Maria Hemberg

Name: Maria Hemberg

Title: Director

Address: Stationsweg 2, 4153 RD Beesd, The Netherlands
Attention: Jaap Verkerk

Copy: Volvo Car Corporation
Attention: Rosmarie Söderbom
Dep 50091, HB3S
405 31, Göteborg, Sweden

SCHEDULE 1
CONDITIONS PRECEDENT

1. The Borrower

- (a) A copy of the constitutional documents of the Borrower or a certificate of an authorised signatory of the Borrower certifying that the constitutional documents previously delivered to the Agent for the purposes of the Original Facility Agreement have not been amended and remain in full force and effect.
- (b) A copy of a resolution of the board of directors of the Borrower:
 - (i) approving the terms of, and the transactions contemplated by, this Amendment Letter to which it is a party and resolving that it execute this Amendment Letter and other Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute this Amendment Letter and other Finance Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- (c) A certificate of the Borrower (signed by the chief executive officer or the chief financial officer of the Borrower) confirming that borrowing the Facility would not cause any borrowing or similar limit binding on the Borrower to be exceeded.
- (d) A certificate of the chief executive officer or the chief financial officer of the Borrower certifying that each copy document relating to it specified in this Schedule 1 (*Conditions precedent*) is correct, complete and in full force and effect as at a date no earlier than the Effective Date.

2. Other documents and evidence

- (a) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 15 (*Costs and expenses*) have been paid or will be paid.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.