

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): **June 1, 2023**

ROC Energy Acquisition Corp.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41103

(Commission
File Number)

87-2488708

(IRS Employer
Identification No.)

16400 Dallas Parkway

Dallas, Texas 75248

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(972) 392-6180**

Not Applicable

(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 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
Units, each consisting of one share of Common Stock, \$0.0001 par value, and one Right to receive one-tenth of one share of Common Stock	ROCAU	The Nasdaq Stock Market LLC
Common Stock, \$0.0001 par value per share	ROC	The Nasdaq Stock Market LLC
Rights, each exchangeable into one-tenth of one share of Common Stock	ROCAR	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).

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

The disclosure contained in Item 5.07 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The disclosure contained in Item 5.07 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

Merger Special Meeting

On June 1, 2023, at 11:00 a.m. Eastern time, ROC Energy Acquisition Corp., a Delaware corporation (the “Company” or “ROC”) held a special meeting of stockholders (the “Merger Special Meeting”), at which holders of 23,008,929 shares of common stock, par value \$0.0001 per share (the “Common Stock”) were present in person or by proxy, representing approximately 85.69% of the voting power of the 26,851,000 issued and outstanding shares of Common Stock entitled to vote at the Merger Special Meeting as of the close of business on May 8, 2023, which was the record date for the Merger Special Meeting.

At the Merger Special Meeting, the below proposals were submitted to and approved by the Company’s stockholders (capitalized terms used and not otherwise defined herein have the meanings specified in the Company’s proxy statement/prospectus/consent solicitation filed with the Securities and Exchange Commission (the “SEC”) on May 12, 2023 (the “May 12 Proxy Statement”) in connection with the Merger Special Meeting):

The Business Combination Proposal – a proposal to (a) approve and adopt the Agreement and Plan of Merger, dated as of February 13, 2023 (the “Business Combination Agreement”), among ROC, ROC Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of ROC (“Merger Sub”), and Drilling Tools International Holdings, Inc., a Delaware corporation (“DTI”), pursuant to which Merger Sub will merge with and into DTI, with DTI surviving the merger as a wholly owned subsidiary of ROC and (b) approve such merger and the other transactions contemplated by the Business Combination Agreement (the “Business Combination”).

For	Against	Abstain	Non-Votes
19,282,780	3,726,149	0	0

The Nasdaq Proposal – a proposal to approve, for purposes of complying with applicable listing rules of the Nasdaq Stock Market LLC, (a) the issuance of up to 23,253,533 shares of Common Stock pursuant to the Business Combination Agreement and (b) the issuance and sale of up to 7,042,254 shares of Common Stock in a private offering of securities to certain investors.

For	Against	Abstain	Non-Votes
20,083,052	2,925,877	0	0

The Charter Proposal – a proposal to approve the proposed amended and restated certificate of incorporation of ROC, which will replace ROC’s Amended and Restated Certificate of Incorporation, dated December 1, 2021 and will be in effect upon the closing (the “Closing”) of the Business Combination.

For	Against	Abstain	Non-Votes
20,083,052	2,925,877	0	0

The Incentive Plan Proposal – a proposal to approve the 2023 Omnibus Incentive Plan (the “2023 Plan”), including the authorization of the initial share reserve under the 2023 Plan.

For	Against	Abstain	Non-Votes
18,657,911	4,341,973	0	0

The Director Election Proposal – a proposal to elect seven directors to serve staggered terms on the PubCo Board effective upon the Closing until the 2024, 2025 and 2026 annual meetings of PubCo, as applicable, and until their respective successors are duly elected and qualified.

For	Against	Abstain	Non-Votes
20,083,451	926,732	1,998,746	0

The Adjournment Proposal, as described in greater detail in the May 12 Proxy Statement, was not presented to ROC’s stockholders, as the Business Combination Proposal, the Nasdaq Proposal, the Charter Proposal, the Incentive Plan Proposal and the Director Election Proposal each received a sufficient number of votes for approval. Based on the results of the Merger Special Meeting, and subject to the satisfaction or waiver of certain other closing conditions as described in the May 12 Proxy Statement, the Business Combination Agreement and other transactions contemplated thereby are expected to be consummated in June 2023. Following the consummation of the Business Combination, ROC intends to change its name to “Drilling Tools International Corporation,” with its common stock expected to begin trading on the Nasdaq Capital Market under the symbol “DTI.”

Extension Special Meeting

On June 1, 2023, at 11:30 a.m. Eastern time, the Company held a special meeting of stockholders (the “Extension Special Meeting”), at which holders of 21,588,786 shares of common stock, par value \$0.0001 per share (the “Common Stock”) were present in person or by proxy, representing approximately 80.40% of the voting power of the 26,851,000 issued and outstanding shares of Common Stock entitled to vote at the Extension Special Meeting as of the close of business on May 8, 2023, which was the record date for the Extension Special Meeting.

At the Extension Special Meeting, the below proposals were submitted to and approved by the Company's stockholders (capitalized terms used and not otherwise defined herein have the meanings specified in the Company's definitive proxy statement filed with the SEC on May 18, 2023 in connection with the Extension Special Meeting):

The Charter Amendment Proposal – a proposal to amend the Company's amended and restated certificate of incorporation (the "Existing Charter") to extend the date by which the Company must consummate a Business Combination, up to two times, from June 6, 2023 (the "Termination Date") to August 6, 2023, composed of two one-month extensions (each an "Extension" and the end date of each Extension, the "Extended Date"), for a total of up to two months after the Termination Date (assuming the Company's Business Combination has not occurred), provided that the ROC Energy Holdings, LLC (the "Sponsor") (or its affiliates or permitted designees) agrees to deposit into the trust account (the "Trust Account") for each of the two one-month extensions \$0.04 for each Public Share not redeemed in connection with the Charter Amendment Proposal according to the payment schedule (as described in the definitive proxy statement in connection with the Extension Special Meeting), until August 6, 2023, in exchange for a non-interest bearing, unsecured promissory note payable upon consummation of a Business Combination.

For	Against	Abstain	Non-Votes
17,019,056	4,569,730	0	0

The Trust Amendment Proposal – a proposal to amend the Investment Management Trust Agreement, dated December 1, 2021, between the Company and Continental Stock Transfer & Trust Company ("Continental" and such agreement the "Trust Agreement") to change the initial date on which Continental must commence liquidation of the Trust Account to the Extended Date or such later date as may be approved by ROC stockholders in accordance with the Existing Charter (as may be amended) if a letter of termination under the Trust Agreement is not received by Continental prior to such date.

For	Against	Abstain	Non-Votes
17,019,056	4,569,730	0	0

As a result of the approval of the Charter Amendment Proposal, the Sponsor (or one or more of its affiliates or third-party designees) will make a deposit (the "Extension Payment") into the Trust Account on the Extended Date associated with each Extension in the amount of \$0.04 for each share of the Company's Common Stock not redeemed in connection with the Charter Amendment Proposal. Each such Extension Payment will be made in exchange for a non-interest bearing, unsecured promissory note payable upon consummation of a Business Combination.

On June 5, 2023, the Company filed a Certificate of Amendment of the Charter with the Secretary of State of the State of Delaware (the "Charter Amendment") to reflect the Charter Amendment Proposal and address any scrivener or typographical errors. The foregoing description of the Charter Amendment is qualified in its entirety by reference to the full text of the Charter Amendment, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

On June 6, 2023, the Company and Continental entered into the Amendment to the Investment Management Trust Agreement (the "Trust Amendment") to reflect the Trust Amendment Proposal and address any scrivener or typographical errors. The foregoing description of the Trust Amendment is qualified in its entirety by reference to the full text of the Trust Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Title
3.1	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of ROC Energy Acquisition Corp.
10.1	Amendment to the Investment Management Trust Agreement
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: June 7, 2023

ROC Energy Acquisition Corp.

By: /s/ Daniel Jeffrey Kimes
Name: Daniel Jeffrey Kimes
Title: Chief Executive Officer

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ROC ENERGY ACQUISITION CORP.**

ROC Energy Acquisition Corp. (hereinafter called the “Corporation”), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. The amended and restated certificate of incorporation of the Corporation is hereby amended by deleting provision (F) of Article 6 thereof in its entirety and inserting the following in lieu thereof:

“In the event that the Corporation has not consummated an initial Business Combination within 18 months from the closing of the IPO (or, if the Office of the Delaware Division of Corporations shall not be open for business (including for the filing of corporate documents) on such date, the next date upon which the Office of the Delaware Division of Corporations shall be open) (or such later date pursuant to an extension set forth under this paragraph, the “**Termination Date**”), the Board may extend the period of time to consummate an initial Business Combination up to two times, by an additional one month each time (each an “**Extension**”), for a total of up to 20 months from the closing of the IPO (the latest date of any such Extension is referred to as the “**Extended Date**”); provided that, in the case of each Extension, ROC Energy Holdings, LLC, the sponsor of the Corporation (the “**Sponsor**”) (or its affiliates or designees) (i) has provided to the Corporation a notice of such Extension (which notice may be conditioned on the approval of any amendments to this Amended and Restated Certificate of Incorporation of the Corporation) no later than five business days prior to (A) June 6, 2023 or, if an Extension is exercised, (B) the then-applicable Extended Date, and (ii) will deposit into the Trust Account, on each of (A) the date that is 15 days prior to the then-applicable Extended Date (with such first date being June 21, 2023) and (B) the then-applicable Extended Date, an amount equal to \$0.02 per share for each IPO Share that is not redeemed in connection with the special meeting called to approve Extensions of the Extended Date (such an amount, a “**Deposit Amount**”), in exchange for a non-interest bearing, unsecured promissory note. For clarity and the avoidance of doubt, in the event the Company takes until the last Extended Date to complete its business combination, the Sponsor shall have deposited \$0.02 per public share on each of June 21, July 5, July 20 and August 6, 2023 for a total of \$0.08 per Public Share. The gross proceeds from the issuance of such promissory note(s) shall be held in the Trust Account and used to fund the conversion of the IPO Shares in accordance with this Article Sixth. If the Corporation completes its initial Business Combination, it will repay the amounts loaned under the promissory note out of the proceeds of the Trust Account released to it. If the Corporation does not complete a Business Combination by the then-applicable Extended Date, the loans will not be repaid. In the event that the Corporation does not consummate a Business Combination by the later of (A) June 6, 2023 or (B) the then-applicable Extended Date, the Corporation shall (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter subject to lawfully available funds therefor, redeem 100% of the IPO Shares in consideration of a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account (which interest shall be net of taxes payable and up to \$100,000 of interest to pay dissolution expenses), by (B) the total number of then outstanding IPO Shares, which redemption will completely extinguish rights of the Public Stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation’s obligations under the DGCL to provide for claims of creditors and other requirements of applicable law.”

2. The foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed and acknowledged this 5th day of June, 2023.

ROC Energy Acquisition Corp.

By: /s/ Daniel Jeffery Kimes

Name: Daniel Jeffrey Kimes

Title: Chief Executive Officer

**AMENDMENT
TO
INVESTMENT MANAGEMENT TRUST AGREEMENT**

This Amendment to Investment Management Trust Agreement (this “**Amendment Agreement**”) is entered into effective as of June 6, 2023 (the “**Effective Date**”) by and between ROC Energy Acquisition Corp., a Delaware corporation (the “**Company**”), and Continental Stock Transfer & Trust Company, a New York corporation (the “**Trustee**”).

WHEREAS, the parties hereto are parties to that certain Investment Management Trust Agreement made effective as of December 1, 2021 (the “**Trust Agreement**”);

WHEREAS, capitalized terms contained in this Amendment Agreement without definition shall have the meanings ascribed to such terms in the Trust Agreement;

WHEREAS, the Board of Directors of the Company has approved and declared the advisability of certain amendments to the Charter with respect to the extension of the time within which the Company must complete an initial Business Combination, which amendments have been submitted to the stockholders of the Company for their consideration and vote, together with this Amendment Agreement, at a special meeting of the stockholders of the Company held on or about the Effective Date (the “**Special Meeting**”);

WHEREAS, Section 7(d) of the Trust Agreement provides that the Trust Agreement may only be changed, amended or modified by a writing signed by each of the parties to the Trust Agreement with written consent from the Representative (the “**Representative Consent**”), with the exception that, additionally, Sections 1(i) and 1(j) of the Trust Agreement may not be modified without the affirmative vote of fifty percent of the then outstanding shares of Common Stock of the Company (such affirmative vote, the “**Stockholder Approval**”);

WHEREAS, the Trustee has received, with respect to this Amendment Agreement, confirmation of (i) Representative Consent and (ii) Stockholder Approval in the form of a certified report of the inspector of election in connection with the Special Meeting; and

WHEREAS, each of the Company and the Trustee desires to amend the Trust Agreement as provided in this Amendment Agreement.

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

1. **Definitions.** Capitalized terms contained in this Amendment Agreement, but not specifically defined in this Amendment, shall have the meanings ascribed to such terms in the Trust Agreement.
2. **Amendment to the Trust Agreement.** Effective as of the Effective Date, Section 1(i) of the Trust Agreement is hereby amended and restated in its entirety to read as follows:

“Commence liquidation of the Trust Account only after and promptly after receipt of, and in accordance with, the terms of a letter (“**Termination Letter**”), in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B, signed on behalf of the Company and, in the case of a Termination Letter in a form substantially similar to that attached hereto as Exhibit A, jointly acknowledged and agreed to by the Representative, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account only as directed in the Termination Letter, the other documents referred to therein, and this section 1(i); provided, however, that in the event that a Termination Letter has not been received by the Trustee prior to such date, the Trustee shall commence liquidation of the Trust Account upon the date which is the latest of (1) 12 months after the closing of the IPO, (2) such later date upon one or more Extensions effectuated pursuant to the terms hereof and (3) such later date as may be approved by the Company’s stockholders in accordance with the Company’s amended and restated certificate of incorporation, as it may be further amended or restated from time to time, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account, including interest (net of taxes), shall be distributed to the Public Stockholders of record as of such date;”

3. No Further Amendment. The parties hereto agree that except as provided in this Amendment Agreement, the Trust Agreement shall continue unmodified, in full force and effect and constitute legal and binding obligations of all parties thereto in accordance with its terms. This Amendment Agreement forms an integral and inseparable part of the Trust Agreement.
4. References. All references to the “**Trust Agreement**” (including “*hereof*,” “*herein*,” “*hereunder*,” “*hereby*” and “*this Agreement*”) in the Trust Agreement shall refer to the Trust Agreement as amended by this Amendment Agreement. Notwithstanding the foregoing, references to the date of the Trust Agreement (as amended hereby) and references in the Trust Agreement to “*the date hereof*,” “*the date of this Trust Agreement*” and terms of similar import shall in all instances continue to refer to December 1, 2021.
5. Governing Law; Jurisdiction. This Amendment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, State of New York, for purposes of resolving any disputes under this Amendment Agreement. AS TO ANY CLAIM, CROSS-CLAIM OR COUNTERCLAIM IN ANY WAY RELATING TO THIS AMENDMENT AGREEMENT, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY.
6. Counterparts. This Amendment Agreement may be executed in several original or electronic transmission or facsimile counterparts, each of which shall constitute an original, and together shall constitute but one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed by their duly authorized representatives effective as of the Effective Date.

**CONTINENTAL STOCK TRANSFER &
TRUST COMPANY, as Trustee**

By: /s/ Francis Wolf
Name: Francis Wolf
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed by their duly authorized representatives effective as of the Effective Date.

ROC Energy Acquisition Corp.

By: /s/ Daniel Jeffery Kimes
Name: Daniel Jeffery Kimes
Title: Chief Executive Officer
