

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 5)*

Redwire Corporation

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

75776W103

(CUSIP Number)

Bain Capital Credit Member LLC
200 Clarendon Street,
Boston, MA, 02116
617-516-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

06/18/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 75776W103

1	Name of reporting person Bain Capital Credit Member, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 19,889,026.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 19,889,026.00
11	Aggregate amount beneficially owned by each reporting person 19,889,026.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 12.2 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP No.	75776W103
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1	Name of reporting person BCC Redwire Aggregator, L.P.
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 19,889,026.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 19,889,026.00
11	Aggregate amount beneficially owned by each reporting person 19,889,026.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 12.2 %	
14	Type of Reporting Person (See Instructions) PN	

Comment for Type of Reporting Person:

*The shares of common stock of Redwire Corporation, par value \$0.0001 per share ("Common Stock") shown in Item 11 of each cover page above are initially issuable upon conversion of approximately 60,661.53 shares of Series A Convertible Preferred Stock of Redwire Corporation, a Delaware corporation ("Issuer"), par value \$0.0001 per share ("Convertible Preferred Stock"). BCC Redwire Aggregator, L.P. ("BCCR") is the record owner of these shares of Convertible Preferred Stock.

** For purposes of calculating beneficial ownership, the total number of shares of outstanding Common Stock is 142,575,692 as of June 18, 2025, of which (i) 77,285,845 were outstanding on June 13, 2025, as set forth in the Issuer's Prospectus Supplement filed pursuant to Rule 424(b)(5) on June 17, 2025, (ii) approximately 49,764,847 were issued on June 13, 2025, as set forth in the Issuer's Form 8-K filed on June 13, 2025, and (iii) 15,525,000 were issued on June 18, 2025, as set forth in the Issuer's Form 8-K filed on June 18, 2025, and as such outstanding amount is increased by the 19,889,026 shares of Common Stock issuable upon the conversion of the 60,661.53 shares of Convertible Preferred Stock beneficially owned by the Reporting Persons (as defined below).

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value \$0.0001 per share

(b) Name of Issuer:

Redwire Corporation

(c) Address of Issuer's Principal Executive Offices:

8226 PHILIPS HIGHWAY, SUITE 101, JACKSONVILLE, FLORIDA , 32256.

Item 1 Comment:

This Amendment No. 5 (this "Fifth Amendment") amends the Schedule 13D filed with the U.S. Securities and Exchange Commission on November 10, 2022, as amended by Amendment No. 1 filed on December 5, 2022, as further amended by Amendment No. 2, filed on January 22, 2025, as further amended by Amendment No. 3, filed on June 10, 2025 (the "Third Amendment") and as further amended by Amendment No. 4, filed on June 17, 2025 (the "Fourth Amendment") (as amended by this Fifth Amendment, this "Schedule 13D") on behalf of Bain Capital Credit Member, LLC and BCCR (collectively, the "Reporting Persons").

Item 4. Purpose of Transaction

Redemption of Convertible Preferred Stock

Pursuant to the terms of that certain Registration Rights Coordination Agreement, dated June 8, 2025, by and among the Issuer, the Reporting Persons, AE Industrial Partners Fund II, L.P. and AE Industrial Partners Structured Solutions I, L.P. (the "RRCA"), on June 18, 2025, the Reporting Persons provided notice to the Issuer of their election to receive the Repurchase Proceeds (as defined in the RRCA) in connection with the Issuer's offering of Common Stock pursuant to the Issuer's final prospectus supplement dated June 16, 2025, which constituted an "Offering" under the RRCA.

Pursuant to the RRCA and before giving effect to any subsequent exercise of the underwriters' option to purchase additional shares of Common Stock in connection with the offering, the Issuer was obligated to repurchase 11,195.81 shares of Convertible Preferred Stock from the Reporting Persons on the terms set forth in the RRCA.

The Issuer agreed to notify the Reporting Persons in writing if there is an exercise of the greenshoe option in connection with the Offering, after which the Reporting Persons will, pursuant to the RRCA, have five business days to exercise their rights with respect to those incremental net proceeds.

The foregoing description of the RRCA does not purport to be complete and is qualified in its entirety by reference to the full text of the RRCA, a copy of which is filed as Exhibit A, and is incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

- (a) Item 5(a) of the Schedule 13D is hereby amended and restated in its entirety:

The information set forth in Items 2, 3 and 4 are hereby incorporated by reference into this Item 5(a).

The percentage of the Issuer's outstanding shares of Common Stock beneficially owned by the Reporting Persons is based on 142,575,692 shares of Common Stock outstanding as of June 18, 2025, of which (i) 77,285,845 were outstanding on June 13, 2025, as set forth in the Issuer's Prospectus Supplement filed pursuant to Rule 424(b)(5) on June 17, 2025, (ii) approximately 49,764,847 were issued on June 13, 2025, as set forth in the Issuer's Form 8-K filed on June 13, 2025, and (iii) 15,525,000 were issued on June 18, 2025, as set forth in the Issuer's Form 8-K filed on June 18, 2025, and as such outstanding amount is increased by the 19,889,026 shares of Common Stock issuable upon the conversion of the 60,661.53 shares of Convertible Preferred Stock held by the Reporting Persons.

As of the date hereof, BCCR beneficially owned approximately 60,661.53 shares of Convertible Preferred Stock. Pursuant to the terms of the Certificate of Designation filed with the Delaware Secretary of State and effective October 28, 2022, as of the date hereof, such shares were convertible into approximately 19,889,026 shares of Common Stock, which amount is no longer subject to the previously disclosed conversion blocker which limited beneficial ownership of the Reporting Persons to 20.4%.

As a result of the foregoing and the relationships described in Item 2(a) of this Schedule 13D, the Reporting Persons may be deemed to beneficially own in the aggregate 19,889,026 shares of Common Stock, which constitutes approximately 12.2% of the outstanding Common Stock of the Issuer.

- (b) Item 5(b) of the Schedule 13D is hereby amended and restated in its entirety:

The information set forth in Item 5(a) is hereby incorporated by reference into this Item 5(b).

- (c) Item 5(c) of the Schedule 13D is hereby amended and supplemented by adding the following information.

Other than as disclosed in Item 4 of this Fifth Amendment, Item 4 of the Fourth Amendment and Item 4 of the Third Amendment, none of the Reporting Persons has effected any transactions in the Common Stock during the past 60 days of this Fifth Amendment.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 4 is hereby incorporated by reference into this Item 6.

Item 7. Material to be Filed as Exhibits.

Exhibit A Registration Rights Coordination Agreement, dated as of June 8, 2025, by and among Redwire Corporation, BCC Redwire Aggregator, L.P., AE Industrial Partners Fund II, L.P., and AE Industrial Partners Structured Solutions I, L.P. (incorporated by reference to Exhibit 10.1 to the current report on Form 8-K filed with the SEC by the Issuer on June 9, 2025).

Exhibit B Lock-Up Agreement, dated as of June 16, 2025, by and among BCC Redwire Aggregator, L.P. and J.P. Morgan Securities LLC, BofA Securities, Inc. and Morgan Stanley & Co. LLC (as representatives of several underwriters referenced therein).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Bain Capital Credit Member, LLC

Signature: /s/ Adriana Rojas Garzon

Name/Title: Adriana Rojas Garzon/Associate General Counsel,
Capital Markets

Date: 06/23/2025

BCC Redwire Aggregator, L.P.

Signature: /s/ Adriana Rojas Garzon

Name/Title: Adriana Rojas Garzon/Associate General Counsel,
Capital Markets

Date: 06/23/2025

LOCK-UP AGREEMENT

June 16, 2025

J.P. MORGAN SECURITIES LLC
BOFA SECURITIES, INC.
MORGAN STANLEY & CO. LLC

As Representatives of
the several Underwriters listed in
Schedule 1 to the Underwriting
Agreement referred to below

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

c/o BofA Securities, Inc.
One Bryant Park
New York, NY 10036

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Re: Redwire Corporation - Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an underwriting agreement (the "Underwriting Agreement") with Redwire Corporation, a Delaware corporation (the "Company"), providing for the public offering (the "Public Offering") by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the "Underwriters"), of 15,525,000 shares of common stock (the "Securities"), \$0.0001 par value per share, of the Company (the "Common Stock"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, the undersigned will not, and will not cause

any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this "Letter Agreement") and ending at the close of business 90 days after the date of the final prospectus supplement relating to the Public Offering (the "Prospectus") (such period, the "Restricted Period"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Common Stock, the "Lock-Up Securities"), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which would reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the undersigned's Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will or intestacy,

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests,

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to members or shareholders of the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement,

(viii) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee,

(ix) as part of a sale of the undersigned's Lock-Up Securities acquired in open market transactions after the closing date for the Public Offering,

(x) to the Company in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus,

(xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold more than 90% of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Letter Agreement,

(xii) sell or transfer Lock-Up Securities pursuant to a 10b5-1 trading plan that complies with Rule 10b5-1 under the Exchange Act ("10b5-1 Trading Plan") that has been entered into by the undersigned prior to the date of this Letter Agreement, or

(xiii) to the Company in accordance with that certain Registration Rights Coordination Agreement dated June 8, 2025 among the undersigned, the Company and the other parties thereto (the "RRCA").

provided that (A) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clause (a) (i), (ii), (iii), (iv), (v), (vi), (ix) and (x), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above, or on a Form 4 that does not report a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution, provided that such Form 4 shall clearly indicate in the footnotes thereto the nature and conditions of such transfer) and (C) in the case of any transfer or distribution pursuant to clause (a)(vii), (viii) and (xii) it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) exercise outstanding options, settle restricted stock units or other equity awards or exercise warrants pursuant to plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities into shares of Common Stock or warrants to acquire shares of Common Stock; provided that any such shares of Common Stock or warrants received upon such conversion shall be subject to the terms of this Letter Agreement; and

(d) establish a 10b5-1 Trading Plan for the transfer of shares of Lock-Up Securities; provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period and (2) any public announcement or filing under the Exchange Act made by any person regarding the establishment of such plan during the Restricted Period shall include a statement that the undersigned is not permitted to transfer, sell or otherwise dispose of securities under such plan during the Restricted Period in contravention of this Lock-Up Agreement.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

If any shareholder of the Company who has entered into a lock-up agreement other than the undersigned (each, a "Triggering Shareholder") is granted an early release or waiver from the

restrictions described herein during the Restricted Period (each, a "Triggering Release"), then the undersigned shall also be granted an early release or waiver, as applicable, from its obligations hereunder on the same terms and conditions as the Triggering Release with respect to the same percentage of the undersigned's Lock-Up Securities as the percentage that the securities being released or waived in the Triggering Release represent with respect to the Lock-Up Securities held by the Triggering Shareholder at the time of the Triggering Release. Notwithstanding the foregoing, the pro rata release or waiver described in this paragraph will not apply if it is effected solely to permit a transfer not for consideration and the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned understands that no other officer, director or shareholder of the Company has entered into or agreed to enter into a lock-up agreement in connection with the Public Offering that includes a Restricted Period of less than 90 days, provided that if and to the extent any officer, director or shareholder of the Company enters into or agrees to enter into any such lock-up agreement in connection with the Public Offering that includes a Restricted Period of less than 90 days, then the undersigned will automatically be deemed have the right to and benefit of such shorter Restricted Period.

If the "Net Proceeds" (as defined in the RRCA) of the Public Offering amount to less than \$90,000,000, this Letter Agreement shall terminate and be of no further effect two (2) days following the undersigned's prior written notice to the Company, with a copy to the Representatives.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or

agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to you to enter into this Letter Agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

The undersigned understands that if (i) each holder of (x) Registrable Securities (as defined in that certain Registration Rights Agreement entered into as of October 28, 2022 by and between the undersigned, the Company and the other signatories party thereto) or (y) Lock-Up Securities that files reports under Section 16 of the Exchange Act, in each case in an amount equal to or greater than 5% of the outstanding Common Stock, does not substantially concurrently sign a lock-up agreement on terms substantially consistent with this Letter Agreement (including, for the avoidance of doubt, with a Restricted Period that is the same as

this Letter Agreement), (ii) the Underwriting Agreement does not become effective within two (2) business days of the date hereof, or (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

BCC Redwire Aggregator, L.P.

By: /s/ Adriana Rojas Garzon
Name: Adriana Rojas Garzon
Title: Authorized Signatory
