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) August 5, 2026

W&T Offshore, Inc.

(Exact name of registrant as specified in its charter)

1-32414
(Commission File Number)

Texas	**72-1121985**
(State or Other Jurisdiction of Incorporation)	**(IRS Employer Identification No.)**

5718 Westheimer Road, Suite 700
Houston, Texas 77057
(Address of Principal Executive Offices)

713.626.8525
(Registrant's Telephone Number, Including Area Code)
N/A
(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 (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	Name of each exchange on which registered
Common Stock, par value $0.00001	WTI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 5, 2026, W&T Offshore, Inc. (the "Company") entered into a First Amendment (the "Amendment") to that certain Amended and Restated Employment Agreement, effective as of April 20, 2023 (the "Employment Agreement"), with Tracy W. Krohn, the Company's Chief Executive Officer and President and Chairman of the Board of Directors of the Company (the "Board").

Pursuant to the Amendment, Mr. Krohn's annual base salary will be no less than $1,000,000, which will be reviewed annually by the Board (or a committee thereof) and may be increased from time to time, but may not be decreased.

Other than the amendment described above, the material terms of the Employment Agreement have not been modified.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	First Amendment to the Amended and Restated Employment Agreement, dated as of August 5, 2026, by and between W&T Offshore, Inc. and Tracy W. Krohn
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.

W&T OFFSHORE, INC.
(Registrant)

Dated: August 7, 2026

By: /s/ Sameer Parasnis
Name: Sameer Parasnis
Title: Executive Vice President and Chief Financial Officer

Exhibit 10.1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (the "***Amendment***") made effective as of August 5, 2026, to the Amended and Restated Employment Agreement, effective as of April 20, 2023 (the "***Employment Agreement***"), by and between W&T Offshore, Inc., a Texas corporation (the "***Company***") and Tracy W. Krohn ("***Key Employee***").

Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Employment Agreement.

WHEREAS, Key Employee and the Company entered into the Employment Agreement effective as of April 20, 2023;

WHEREAS, Key Employee and the Company desire to amend the Employment Agreement, as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Key Employee and the Company hereby agree as follows:

1. Section 3.1 of the Employment Agreement shall be deleted in its entirety and replaced with the following:

   3.1 **Base Salary**. During the period of this Agreement, Key Employee shall receive a minimum annual base salary of $1,000,000 which shall be reviewed annually by the Board (or a committee thereof), and may be adjusted from time to time as it may be increased, but not decreased (said base annual salary from time to time in effect, "***Base Salary***"). Key Employee's annual Base Salary shall be paid in accordance with the Company's standard policy regarding payment of compensation to employees but no less frequently than monthly.

2. **Confirmation**. Except as otherwise provided herein, the provisions of the Employment Agreement shall remain in full force and effect in accordance with their respective terms following the execution of this Amendment.

3. **Conflicts**. The terms of this Amendment amend and supplement the terms and conditions of the Employment Agreement. If any provision of this Amendment is construed to conflict with any provision of the Employment Agreement, the provisions of this Amendment shall be deemed controlling to the extent of that conflict.

4. **Entire Agreement**. This Amendment and the Employment Agreement collectively constitute the entire agreement between the Company and Key Employee pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Company and Key Employee pertaining to the subject matter hereof or thereof except as specifically set forth herein or therein.

5. **Applicable Law**. This Amendment is entered into under, and shall be governed for all purposes by, the laws of the State of Texas.

6. **Counterparts**. This Amendment may be executed in one or more counterparts (including execution electronically or portable document format (.pdf)), each of which shall be deemed to be an original, but all of which together will constitute one and the same Amendment.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first written above.

W&T OFFSHORE, INC.

By: /s/ Sameer Parasnis
Name: Sameer Parasnis
Title: Executive Vice President and Chief Financial Officer

TRACY W. KROHN

By: /s/ Tracy W. Krohn
Name: Tracy W. Krohn

[*Signature Page to First Amendment to Employment Agreement*]