SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Mobile Infrastructure Corp

(Name of Issuer)

Common Stock, par value $0.0001 per share

(Title of Class of Securities)

60739N101

(CUSIP Number)

Manuel Chavez, III
30 W. 4th Street,
Cincinnati, OH, 45202
(513) 834-5110

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

07/31/2026

(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 Number(s):	60739N101

1	**Name of reporting person** Manuel Chavez, III
2	**Check the appropriate box if a member of a Group (See Instructions)** ☑ (a) ☐ (b)
3	**SEC use only**

4	Source of funds (See Instructions) AF		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization UNITED STATES		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 142,000.00	
	8	Shared Voting Power 725,337.00	
	9	Sole Dispositive Power 142,000.00	
	10	Shared Dispositive Power 725,337.00	
11	Aggregate amount beneficially owned by each reporting person 867,337.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 2.1 %		
14	Type of Reporting Person (See Instructions) IN		

Comment for Type of Reporting Person: See Item 5

SCHEDULE 13D

CUSIP Number(s):	60739N101

1	Name of reporting person Stephanie Hogue
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization UNITED STATES

Number of Shares Beneficially Owned by Each Reporting Person With:	**7**	**Sole Voting Power** 123,257.00
	8	**Shared Voting Power** 725,337.00
	9	**Sole Dispositive Power** 123,257.00
	10	**Shared Dispositive Power** 725,337.00
11	**Aggregate amount beneficially owned by each reporting person** 848,594.00	
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐	
13	**Percent of class represented by amount in Row (11)** 2.0 %	
14	**Type of Reporting Person (See Instructions)** IN	

Comment for Type of Reporting Person: See Item 5

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:

Mobile Infrastructure Corp

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

30 W. 4th Street, Cincinnati, OHIO , 45202.

Item 1 Comment: Explanatory Note: This Schedule 13D (this "Statement") relates to the common stock, par value $0.0001 per share (the "Common Stock"), of Mobile Infrastructure Corporation, a Maryland corporation (the "Issuer"). This Statement is being filed jointly by Manuel Chavez, III and Stephanie Hogue (each, a "Reporting Person" and, collectively, the "Reporting Persons").

Each Reporting Person was among the persons named as a reporting person in the statement on Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") on September 6, 2023, as amended by Amendment No. 1 filed on November 3, 2023, Amendment No. 2 filed on July 29, 2024, Amendment No. 3 filed on September 13, 2024, Amendment No. 4 filed on October 7, 2024, Amendment No. 5 filed on November 25, 2024 and Amendment No. 6 filed on June 17, 2025 (as so amended, the "Prior Schedule 13D").

This Statement is being filed in lieu of an amendment to the Prior Schedule 13D and amends and supplements the Prior Schedule 13D solely with respect to the Reporting Persons. No other person named as a reporting person in the Prior Schedule 13D is a party to this Statement, and this Statement does not amend, supplement or update the Prior Schedule 13D with respect to any such person. To the extent any disclosure in the Prior Schedule 13D concerning either Reporting Person is inconsistent with the disclosure in this Statement, the disclosure in this Statement supersedes such prior disclosure solely with respect to that Reporting Person.

Except as specifically amended and supplemented by this Statement, the disclosure in the Prior Schedule 13D concerning the Reporting Persons remains unchanged. Capitalized terms used but not defined in this Statement have the meanings ascribed to them in the Prior Schedule 13D.

Amendment No. 6 to Prior Schedule 13D reported that, following the Distribution, as described therein, Manuel Chavez, III and Stephanie Hogue beneficially owned approximately 2.0% and 1.81%, respectively, of the outstanding Common Stock immediately following the Distribution. As of the date of this Statement, each of Mr. Chavez and Ms. Hogue individually, and their holdings in the aggregate on a non-duplicative basis, continue to represent less than five percent of the outstanding Common Stock.

The Reporting Persons are filing this Statement (i) to disclose the matters set forth in Item 4 and (ii) to state expressly that each Reporting Person ceased to be the beneficial owner of more than five percent of the Common Stock on June 17, 2025. This Statement constitutes the final amendment to the Prior Schedule 13D and an exit filing with respect to each Reporting Person.

Effective upon the filing of this Statement, the Reporting Persons are withdrawing from the Joint Filing Agreement dated September 5, 2023 relating to the Prior Schedule 13D. The Reporting Persons are filing this Statement jointly pursuant to the Joint Filing Agreement filed as Exhibit 99.2 to this Statement.

Item 2. Identity and Background

(a) The information set forth in Item 2 of the Prior Schedule 13D is incorporated herein by reference and is amended and supplemented as follows:

The Reporting Persons are Manuel Chavez, III and Stephanie Hogue.

(b) The business address of each Reporting Person is 30 W. 4th Street, Cincinnati, Ohio 45202.

(c) Mr. Chavez is the Executive Chairman of the Issuer. Ms. Hogue is the President, Chief Executive Officer, Treasurer, Corporate Secretary and a director of the Issuer. The principal business address at which each Reporting Person conducts such occupations is 30 W. 4th Street, Cincinnati, Ohio 45202.

(d) During the last five years, neither Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such Reporting Person was or is subject to a judgment, decree or final order of the type described in Item 2(e) of Schedule 13D.

(e) During the last five years, neither Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such Reporting Person was or is subject to a judgment, decree or final order of the type described in Item 2(e) of Schedule 13D.

(f) Each Reporting Person is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Prior Schedule 13D is hereby amended and supplemented by the addition of the following: the information in Item 4 is incorporated herein by reference.

Item 4. Purpose of Transaction

Item 4 of the Prior Schedule 13D is hereby amended and supplemented as follows:

On July 31, 2026, Bombe Asset Management, LLC, a Delaware limited liability company ("Bombe"), delivered to the board of directors of the Issuer (the "Board") a preliminary, non-binding indication of interest (the "Proposal Letter") regarding a potential take-private transaction involving the Issuer (the "Proposed Transaction"). The Proposal Letter is filed as Exhibit 99.1 to this Statement and is incorporated by reference into this Item 4 in its entirety.

Mr. Chavez is the founder and managing partner of Bombe and has been its chief executive officer since 2017. Ms. Hogue has been a managing partner of Bombe since 2020.

Bombe has not predetermined the structure of the Proposed Transaction or an exact purchase price. Certain stockholders, directors, officers or members of management may be offered an opportunity to participate in rollover or similar arrangements.

The Proposal Letter remains open for acceptance until 5:00 p.m. Eastern Time on August 12, 2026, unless extended or withdrawn in writing by Bombe.

If consummated, the Proposed Transaction could result in one or more of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D, including the acquisition of additional Common Stock by the Reporting Persons, Bombe or their affiliates; an extraordinary corporate transaction; changes to the Board or management; changes in capitalization or dividend policy; delisting of the Common Stock from The Nasdaq Stock Market; and termination of registration of the Common Stock under the Exchange Act. The Reporting Persons and Bombe may modify, withdraw or terminate the Proposal Letter, may propose different terms or structures and reserve the right to take any action permitted by law. Except as described in this Statement and the Proposal Letter, the Reporting Persons do not presently have any plans or proposals that relate to or would result in any of the matters listed in clauses (a) through (j) of Item 4, although they may formulate such plans or proposals in the future.

Item 5. Interest in Securities of the Issuer

(a) The aggregate number and percentage of shares of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition is based on 41,192,464 shares of Common Stock outstanding as of March 31, 2026, as reported in the Issuer's definitive proxy statement filed with the SEC on April 23, 2026. The amount beneficially owned by each Reporting Person does not include shares of Common Stock that may be issued upon redemption of Common Units (including Common Units which such person may acquire upon the vesting and conversion to Common Units of outstanding Performance Units and LTIP Units) because, upon the holder's election to redeem Common Units, the Issuer may elect to redeem such Common Units for cash or shares of Common Stock in the Issuer's sole discretion.

Manuel Chavez beneficially owns 867,337 shares of Common Stock or approximately 2.1% of the Issuer's outstanding Common Stock, of which Mr. Chavez has (i) the sole power to vote or direct the vote of and the sole power to dispose or to direct the disposition of 142,000 shares of Common Stock and (ii) the shared power to vote or to direct the vote of and the shared power to dispose or to direct the disposition of 725,337 shares of Common Stock. Mr. Chavez's beneficial ownership includes 382,978 shares of Common Stock issuable upon the exercise of 382,978 Warrants. Of the shares and Warrants beneficially owned by Mr. Chavez, 42,631 shares of Common Stock and 382,978 Warrants are held by Bombe, and 299,728 shares of Common Stock are held by Bombe Pref.

Stephanie Hogue beneficially owns 848,594 shares of Common Stock or approximately 2.0% of the Issuer's outstanding Common

Stock, of which Ms. Hogue has (i) the sole power to vote or direct the vote of and the sole power to dispose or to direct the disposition of 123,257 shares of Common Stock and (ii) the shared power to vote or to direct the vote of and the shared power to dispose or to direct the disposition of 725,337 shares of Common Stock. Ms. Hogue's beneficial ownership includes (i) 382,978 shares of Common Stock issuable upon the exercise of 382,978 Warrants and (ii) 548 shares of Common Stock held indirectly by Ms. Hogue as custodian under accounts for the benefit of Ms. Hogue's children under the Uniform Gift to Minors Act. Of the shares and Warrants beneficially owned by Ms. Hogue, 42,631 shares of Common Stock and 382,978 Warrants are held by Bombe, and 299,728 shares of Common Stock are held by Bombe Pref.

(b) Item 5(a) is incorporated herein by reference.

(c) None.

(d) Not applicable.

(e) Each of Manuel Chavez, III and Stephanie Hogue ceased to be the beneficial owner of more than five percent of the Common Stock on June 17, 2025. This Statement constitutes the final amendment to the Prior Schedule 13D and an exit filing with respect to each Reporting Person.

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

The information set forth in the Explanatory Note to Item 1, Items 3 and 4 of this Statement is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

99.1 Non-Binding Indication of Interest, dated July 31, 2026, delivered by Bombe Asset Management, LLC to the Board of Directors of Mobile Infrastructure Corporation

99.2 Joint Filing Agreement, dated August 3, 2026, by and between Manuel Chavez, III and Stephanie Hogue

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.

Manuel Chavez, III

Signature:	**/s/ Manuel Chavez**
Name/Title:	**Manuel Chavez, III**
Date:	**08/04/2026**

Stephanie Hogue

Signature:	**/s/ Stephanie Hogue**
Name/Title:	**Stephanie Hogue**
Date:	**08/04/2026**

Friday, July 31, 2026

Mobile Infrastructure Corporation
30 W. 4th Street
Cincinnati, OH 45202
cc: Board of Directors

Re: Non-Binding Indication of Interest to Acquire Mobile Infrastructure Corporation

Dear Members of the Board:

Bombe Asset Management, LLC (together with its affiliates and investment vehicles, **"Bombe," "we" or "us"**) is pleased to submit this preliminary, non-binding indication of interest (this **"Letter"**) under the direction of its principals identified below to acquire 100% of the issued and outstanding common stock of Mobile Infrastructure Corporation (NASDAQ: BEEP) (**"Mobile" or the "Company"**) in an all-cash take-private transaction (the **"Proposed Transaction"**). We believe a take-private is the surest path to realizing the full value of Mobile's portfolio for its stockholders while giving the business the patient, private capital it needs to execute its plan.

Certain members of Mobile's management, specifically Manuel Chavez III and Stephanie Hogue, are partners of Bombe. We recognize the conflicts of interest this creates, and we are prepared to negotiate exclusively with a special committee formed by the Board and its independent legal and financial advisors, and the members of management affiliated with Bombe will recuse themselves from the Board's consideration of the Proposed Transaction.

About Bombe

Bombe Asset Management is an infrastructure investment partnership focused on owning and operating parking and transportation real estate across North America. Bombe grew out of Parking Companies of America, founded in 1964, and its principals have directed more than $2 billion of parking and real estate transactions and today own or operate approximately 50,000 stalls. Manuel Chavez III, Bombe's founder and managing partner, previously served as chief executive of PCA and built the second-largest airport parking portfolio in the United States; between 2002 and 2017 that team completed 32 investments totaling more than $600 million. In 2021, Bombe took control of The Parking REIT (~$280 million) and has invested more than $400 million to date. Bombe operates a proprietary, in-house asset-management platform — owning pricing, cost, and data decisions at the property level — and knows Mobile's assets and markets intimately.

Summary of Proposed Terms

The principal terms of our proposal are set forth below.

1. Purchase Price

As of the date of this Letter, Bombe is not yet able to specify an exact purchase price. Before doing so, we would need to discuss with the special committee and confirm our understanding of the elements that bear directly on valuation, including, among other things: property-level operating performance and outlook; near- and medium-term capital needs and refinancing considerations; the Company's capital structure, including its debt facilities, preferred securities, warrants, Common Units, investments, and other outstanding instruments; and our ability to complete satisfactory due diligence. Subject to that process, we would generally expect any transaction to provide the Company's stockholders with liquidity at an agreed-upon premium to the Company's trading price, with the final price and related terms to be negotiated and reflected, if applicable, in the Definitive Agreement.

2. Transaction Structure; Potential for Rollover

Bombe has not predetermined the ultimate structure of the Proposed Transaction. Following discussions with the special committee and its advisors, the parties would evaluate whether a one-step merger, a tender offer followed by a second-step merger, or another acquisition structure would best serve the interests of the Company and its stockholders. In making that determination, Bombe expects that the parties would consider, among other things, transaction certainty, timing, financing considerations, regulatory requirements, stockholder approval requirements, the treatment of potential rollover participants, overall transaction costs, and such other factors as the special committee and its advisors deem relevant. Bombe is prepared to pursue whichever structure is reasonably determined to provide an efficient path toward completion of a transaction while preserving the integrity of the special committee's process and maximizing value for stockholders.

Certain existing stockholders, directors, officers, and management personnel may have the opportunity to participate in potential rollover arrangements (or similar arrangements depending on the ultimate structure of the Proposed Transaction), subject to further discussions, applicable law, and definitive documentation.

As of the submission of this Letter, no agreements, arrangements or understandings currently exist with any stockholders, directors, officers, or potential financing source regarding voting, tendering, supporting, rolling, acquiring or disposing of shares, or the provision of equity or debt capital, except as may be disclosed separately pursuant to applicable securities laws.

3. Financing

Based on our transactional history and our established network of equity and debt financing sources through unrelated transactions, we are highly confident in our ability to source financing for the Proposed Transaction in full through a combination of equity capital and debt financing, and we will be prepared to provide the Board with supporting financing materials as our discussions advance. Our proposal is not subject to a financing contingency beyond the customary funding conditions to be set forth in the definitive financing commitments.

4. Due Diligence

Given the related-party nature of the Proposed Transaction and the substantial familiarity that Bombe and members of management already have with the Company, its assets and its operations, should the parties proceed to negotiate the Proposed Transaction, we anticipate that Bombe would require comparatively less confirmatory due diligence as a condition to the Proposed Transaction than would any other potential transactional partner. Nonetheless, to confirm our assumptions and to support our equity and debt financing process, we would expect full access to the Company's files, properties, management team, employees, accountants, advisors and other relevant personnel and information. We anticipate that the parties and their advisors would cooperate to complete this work promptly. A detailed request list would be provided following our initial discussions with the special committee.

5. Documentation

Promptly following the Board's acceptance of this Letter, the parties and their advisors would negotiate in good faith a definitive merger or acquisition agreement (the **"Definitive Agreement"**) containing the terms summarized in this Letter together with representations, warranties, covenants, conditions and other terms customary for a take-private transaction of this kind. We would expect to be in a position to move quickly toward a signed Definitive Agreement.

6. Conditions

Consummation of the Proposed Transaction would be subject to customary conditions, including: (i) negotiation and execution of the Definitive Agreement and related documentation; (ii) approval of the Proposed Transaction by the Board (acting through its special committee) and by the Company's stockholders as required by applicable law; (iii) customary funding conditions to be set forth in the definitive financing commitments; (iv) receipt of any required regulatory approvals and third-party consents; and (v) the absence of any material adverse change in the business, assets, results of operations or financial condition of the Company.

7. Exclusivity

In consideration of the significant time, resources and expense that Bombe will devote to the Proposed Transaction, the Company agrees that, for a period of 60 days from the date of the Company's acceptance of this Letter (the **"Exclusivity Period"**), neither the Company nor its representatives will directly or indirectly solicit, initiate, encourage, or enter into any agreement or discussions with respect to any alternative acquisition, merger, recapitalization or similar transaction involving the Company with any party other than Bombe, or furnish non-public information to any such party for that purpose. The Company will promptly notify Bombe if it receives any such proposal during the Exclusivity Period. Notwithstanding the foregoing, the Exclusivity Period will (a) automatically extend for up to two successive 30-day periods if the parties are then actively negotiating and Bombe is satisfying agreed-upon material transactional milestones and (b) automatically terminate if Bombe ceases to actively pursue the transaction or fails to meet agreed-upon material transactional milestones. This Section 7 is intended to be legally binding on the parties. Nothing in this Section 7 limits the Board from exercising its fiduciary duties as advised by counsel.

8. Confidentiality

This Letter and the Proposed Transaction are strictly confidential. Neither party will disclose the existence or terms of this Letter or the discussions between the parties to any third party, other than to its principals, directors, officers, employees, affiliates and advisors with a need to know, or as will be required by applicable law or the rules of any securities exchange. This Section 8 is intended to be legally binding on the parties.

9. Non-Binding Effect; Execution

Except for Sections 7, 8, 10 and 11, which are intended to be legally binding on the parties, this Letter is solely for discussion purposes and does not constitute a binding obligation to negotiate or consummate the Proposed Transaction. No such obligation will arise unless and until the parties execute and deliver the Definitive Agreement. Prior to that time, Bombe reserves the right to modify or withdraw this proposal at any time without liability. This Letter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic mail, portable document format (PDF), DocuSign, Adobe Sign or other electronic transmission shall be deemed to be original signatures for all purposes and shall be fully effective to the same extent as manually executed signatures.

10. Governing Law

This Letter, and any dispute arising out of or relating to it, will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict-of-laws principles.

11. Expenses

Each party will bear its own costs and expenses (including the fees and expenses of its legal, financial and other advisors) incurred in connection with this Letter and the Proposed Transaction.

12. Term

This Letter, and our proposal set forth herein, will remain open for acceptance until 5:00 p.m. Eastern Time on August 12, 2026, unless extended or withdrawn by us in writing prior to that time.

Mobile has struggled as a public company, and its stock has not reflected the underlying value of the portfolio. Given the Company's exposure to the volatility and expense of being a public company and given the Company's stage of development, we believe the Company's shareholders would be well-served by being provided an opportunity for liquidity at a premium to current trading prices. We are prepared to devote the time, people and capital necessary to complete this transaction quickly, and we welcome the opportunity to discuss this Letter with the special committee and its advisors.

If the terms set forth above are acceptable as a basis for proceeding, please so indicate by signing below and returning a copy of this Letter to the attention of Manuel Chavez III. We look forward to hearing from you.

Sincerely,

BOMBE ASSET MANAGEMENT, LLC

/s/ Manuel Chavez III
Manuel Chavez III
Managing Partner
Bombe Asset Management, LLC

ACKNOWLEDGMENT AND ACCEPTANCE

Acknowledged and agreed solely with respect to Sections 7, 8, 10 and 11 and accepted as a basis for proceeding:

MOBILE INFRASTRUCTURE CORPORATION

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

EXHIBIT 99.2

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that the statement on Schedule 13D to which this joint filing agreement is attached, and all amendments thereto, shall be filed jointly on behalf of each of them with respect to the common stock, par value $0.0001 per share, of Mobile Infrastructure Corporation, a Maryland corporation.

Each of the undersigned acknowledges that it, he, or she is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning it, him, or her contained therein; but none of the undersigned is responsible for the completeness or accuracy of the information concerning any other undersigned, except to the extent it, he, or she knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in counterparts and shall remain in effect until revoked in writing by any undersigned with respect to that undersigned. This agreement is intended solely to satisfy the requirements of Rule 13d-1(k)(1) and does not, by itself, create any agreement regarding voting, disposition or acquisition of securities.
Date: August 4, 2026

MANUEL CHAVEZ, III

/s/ Manuel Chavez, III

STEPHANIE HOGUE

/s/ Stephanie Hogue