

**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): **September 22, 2026**

MOBILE INFRASTRUCTURE CORPORATION
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-40415
(Commission
File Number)

32-0777356
(IRS Employer
Identification No.)

**30 W. 4th Street
Cincinnati, Ohio**
(Address of principal executive offices)

45202
(Zip Code)

Registrant's telephone number, including area code: **(513) 834-5110**

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
Common Stock, \$0.0001 par value per share	BEEP	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 1.01 Entry into a Material Definitive Agreement.

On September 22, 2026, Mobile Infrastructure Corporation (the “**Company**”) entered into a Fifth Amendment to Credit Agreement (the “**Fifth Amendment**”) with Harvest Small Cap Partners, L.P. and Harvest Small Cap Partners Master, Ltd., which amends the terms of that certain Credit Agreement, dated as of September 11, 2024, as amended by that certain First Amendment to Credit Agreement, dated as of September 5, 2025, that certain Second Amendment to Credit Agreement, dated as of December 22, 2025, that certain Third Amendment to Credit Agreement, dated as of March 24, 2026 and that certain Fourth Amendment to Credit Agreement, dated as of June 29, 2026 (as amended, the “**Credit Agreement**”), to extend the maturity date of the Credit Agreement from September 30, 2026 to December 31, 2026.

Mr. Jeffrey Osher, co-chair of the Company’s board of directors (the “**Board**”), is the managing member of No Street Capital LLC, which serves as the investment manager of Harvest Small Cap Partners, L.P. and Harvest Small Cap Partners Master, Ltd. Accordingly, the Amendment constitutes a related party transaction for the Company pursuant to Item 404 of Regulation S-K.

The foregoing description of the Fifth Amendment is not intended to be complete and is qualified in its entirety by reference to the Fifth Amendment attached as Exhibit 10.1 hereto.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement

The information contained in the disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

Payment of Preferred Stock Dividends

On September 22, 2026, the Board authorized and the Company declared the payment of monthly dividends on (i) the shares of Series A Preferred Stock, par value \$0.0001 per share (the “**Series A Preferred Stock**”), of the Company, which will be paid at a rate of \$4.791 per share on or about October 12, 2026 (the “**Payment Date**”) and (ii) the shares of Series 1 Preferred Stock, par value \$0.0001 per share (the “**Series 1 Preferred Stock**”), of the Company, which will be paid at a rate of \$4.583 per share on or about the Payment Date (collectively, the “**September Dividend**”). The September Dividend will be payable to the respective holders of record of the Series A Preferred Stock and the Series 1 Preferred Stock as of the close of business on September 27, 2026 and September 24, 2026, respectively.

The declaration and payment of future dividends is subject to the Board’s discretion and will be determined by the Board based on the Company’s financial condition, applicable law and such other considerations as the Board deems relevant.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Fifth Amendment to Credit Agreement dated September 22, 2026
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.

MOBILE INFRASTRUCTURE CORPORATION

Date: September 23, 2026

By: /s/ Stephanie Hogue

Name: Stephanie Hogue

Title: President and Chief Executive Officer

FIFTH AMENDMENT TO CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO CREDIT AGREEMENT (this “*Agreement*”) is dated as of September 22, 2026 by and among **MOBILE INFRASTRUCTURE CORPORATION**, a Maryland corporation (the “*Borrower*”), **HARVEST SMALL CAP PARTNERS, L.P.**, a Delaware limited partnership, as an initial lender (the “*Onshore Lender*”), **HARVEST SMALL CAP PARTNERS MASTER, LTD.**, a Cayman Islands exempted company, as an initial lender (in such capacity, the “*Offshore Lender*” and, together with the Onshore Lender, the “*Initial Lenders*”), the other lenders party hereto, as lenders (together with the Initial Lenders, the “*Lenders*”), and **HARVEST SMALL CAP PARTNERS, L.P.**, as administrative agent for the benefit of the Lenders (the “*Administrative Agent*”).

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Credit Agreement, dated as of September 11, 2024, as amended by that certain First Amendment to Credit Agreement, dated as of September 5, 2025, as further amended by that certain Second Amendment to Credit Agreement, dated as of December 23, 2025, as further amended by that certain Third Amendment to Credit Agreement, dated as of March 24, 2026, and as further amended by that certain Fourth Amendment to Credit Agreement, dated as of June 29, 2026 (as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “*Credit Agreement*”, and as amended by this Agreement, the “*Amended Credit Agreement*”);

B. The Borrower has requested that the Administrative Agent and the Lenders agree, and the Administrative Agent and the Lenders have agreed, to extend the Maturity Date upon the terms and subject to the conditions set forth in this Agreement;

C. The Borrower and the Administrative Agent have agreed to make certain modifications to the Credit Agreement upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **CREDIT AGREEMENT DEFINITIONS.** Unless otherwise expressly defined herein, capitalized terms used but not defined herein shall have the meaning given to such terms in the Amended Credit Agreement.

2. **AMENDMENTS TO CREDIT AGREEMENT.** Effective as of the Fifth Amendment Effective Date, the Credit Agreement is hereby amended as follows:

2.01. Section 1.01 of the Credit Agreement is hereby amended by amending and restating the following definition in its entirety to read as follows:

“Stated Maturity Date” means December 31, 2026.

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3. **REPRESENTATIONS AND WARRANTIES.** The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that, as of the date hereof:

3.01. The representations and warranties of Borrower and each other Credit Party contained in *Article III* of the Amended Credit Agreement or any other Loan Document, are true and correct in all material respects on and as of the Fifth Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of the Amended Credit Agreement, the representations and warranties contained in *Section 3.04* of the Amended Credit Agreement shall be deemed to refer to the most-recent statements furnished pursuant to *Section 5.01* of the Amended Credit Agreement;

3.02. No Default or Event of Default exists as of the Fifth Amendment Effective Date, or would result after giving effect to this Agreement; and

3.03. This Agreement has been duly authorized, executed and delivered by Borrower so as to constitute the legal and binding obligation of Borrower, enforceable against it in accordance with its terms, subject to Debtor Relief Laws and equitable principles.

4. **CONDITIONS PRECEDENT.** The effectiveness of this Agreement is subject to the conditions precedent that Administrative Agent shall have received the following (the date when such conditions shall have been satisfied or waived, the “*Fifth Amendment Effective Date*”):

4.01. **Agreement.** This Agreement, duly executed and delivered by Borrower, the Administrative Agent, and Lenders.

5. **NO OTHER AMENDMENTS; RATIFICATION OF LOAN DOCUMENTS.** Except for the amendment set forth in *Section 2* of this Agreement, (a) the Amended Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and (b) nothing in this Agreement is intended, or shall be construed, to constitute a novation or an accord and satisfaction of Borrower’s under or in connection with the Amended Credit Agreement or any other Loan Document. Borrower hereby ratifies, confirms and reaffirms all of the terms and conditions of the Amended Credit Agreement and each of the other Loan Documents to which it is party, and further acknowledges and agrees that all of the terms and conditions of the Amended Credit Agreement and such Loan Documents remain in full force and effect, in each case, except as expressly provided in this Agreement. This Agreement shall constitute a Loan Document for all purposes.

6. **MISCELLANEOUS.**

6.01. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6.02. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted by the Amended Credit Agreement.

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6.03. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, unless such continued effectiveness of this Agreement, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

6.04. **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Agreement.

6.05. **Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire

contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in **Section 6**, this Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

Remainder of Page Intentionally Left Blank
SIGNATURE PAGES FOLLOW.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

MOBILE INFRA INFRASTRUCTURE CORPORATION, a Maryland corporation

By : /s/ Stephanie Hogue

Name : Stephanie Hogue

Title : President and Chief Executive Officer

Signature Page to
Fifth Amendment to Credit Agreement

ADMINISTRATIVE AGENT:

HARVEST SMALL CAP PARTNERS, L.P., a Delaware limited partnership, as
Administrative Agent and as an Initial Lender

By : Harvest Small Cap Partners GP LLC,
its General Partner

By : /s/ Jeffrey Osher

Name : Jeffrey Osher

Title : Managing Member

Signature Page to
Fifth Amendment to Credit Agreement

INITIAL LENDERS:

HARVEST SMALL CAP PARTNERS, L.P., a Delaware limited partnership, as
Onshore Lender

By : Harvest Small Cap Partners GP LLC,
its General Partner

By : /s/ Jeffrey Osher

Name: Jeffrey Osher

Title : Managing Member

HARVEST SMALL MASTER LTD.,
a Cayman Islands exempted company, as Offshore Lender

By : Harvest Small Cap Partners GP LLC,
its General Partner

By : /s/ Jeffrey Osher

Name: Jeffrey Osher

Title : Managing Member

Signature Page to
Fifth Amendment to Credit Agreement
