
**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): October 27, 2025

GENERATION INCOME PROPERTIES, INC.

(Exact Name of Registrant as Specified in its Charter)

Maryland
(State or Other Jurisdiction of
Incorporation)

001-40771
(Commission
File Number)

47-4427295
(IRS Employer
Identification No.)

**401 East Jackson Street, Suite 3300
Tampa, Florida**
(Address of Principal Executive Offices)

33602
(Zip Code)

Registrant's telephone number, including area code: (813)-448-1234

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, par value \$0.01 per share	GIPR	The Nasdaq Stock Market LLC
Warrants to purchase Common Stock	GIPRW	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.

Agreements with Brown Family Enterprises LLC

On October 27, 2025, Generation Income Properties L.P. (the “Company”), entered into a First Amendment to Secured Promissory Note (the “Note”) with Brown Family Enterprises LLC (the “Holder”). The Company and the Holder agreed to extend the Maturity Date of the Note to December 15, 2025.

The foregoing descriptions of the First Amendment to Secured Promissory Note do not purport to be complete and are subject to, and qualified in their entirety by reference to, the full text of the First Amendment to Secured Promissory Note, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

(d) *Exhibits.*

Exhibit

<u>No.</u>	<u>Description</u>
10.1	First Amendment to Secured Promissory Note.

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

Forward-Looking Statements

This Current Report on Form 8-K may contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainty. Words such as “anticipate,” “estimate,” “expect,” “intend,” “plan,” and “project” and other similar words and expressions are intended to signify forward-looking statements. Forward-looking statements are not guarantees of future results and conditions but rather are subject to various risks and uncertainties. Such statements are based on management’s current expectations and are subject to a number of risks and uncertainties, many of which are beyond management’s control, that could cause actual results to differ materially from those described in the forward-looking statements, as well as risks relating to general economic conditions, market conditions, interest rates, and other factors. Investors are cautioned that there can be no assurance actual results or business conditions will not differ materially from those projected or suggested in such forward-looking statements as a result of various factors. Please refer to the risks detailed from time to time in the reports we file with the SEC, including the Company’s Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC, as well as other filings on Form 10-Q and periodic filings on Form 8-K, for additional factors that could cause actual results to differ materially from those stated or implied by such forward-looking statements. We disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, unless required by law.

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.

GENERATION INCOME PROPERTIES, INC.

Date: October 31, 2025

By: /s/ David Sobelman
David Sobelman
Chief Executive Officer

FIRST AMENDMENT TO SECURED PROMISSORY NOTE

THIS FIRST AMENDMENT TO SECURED PROMISSORY NOTE (this “First Amendment”) is made and entered into effective as of October 27, 2025 by and between Generation Income Properties, L.P.,

a Delaware limited partnership (the “Company”), and Brown Family Enterprises LLC, a Delaware limited liability company (“Holder”).

RECITALS

WHEREAS, Holder is the owner and holder of that certain Secured Promissory Note dated as of April 25, 2025 and executed by the Company in favor of Holder in the original principal amount of \$1,000,000 (the “Note”); and

WHEREAS, Holder has agreed to amend the Note as set forth herein and on the terms and conditions contained in this First Amendment.

NOW, THEREFORE, BE IT RESOLVED, in consideration of premises, the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Holder, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated into this First Amendment and expressly made a part hereof.

2. Amendments.

a. The definition of “Maturity Date” in Section 1 of the Note is hereby replaced, in its entirety, with the following:

“**Maturity Date**” means Monday, December 15, 2025.

b. In connection with the extension of the Maturity Date of the Note, Section 2.3 is hereby added to the Note:

“**2.3 Extension Fee**. The Company agrees to pay Holder an extension fee in the amount of twenty thousand dollars (\$20,000) on the Maturity Date.”

3. Ratification. Except as explicitly and specifically amended by this First Amendment, all terms and conditions of the Note shall remain in full force and effect. This First Amendment does not constitute repayment, cancellation or a novation of the Note.

4. Binding Agreement. The terms and conditions of this First Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This First Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com)

or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Severability. The illegality or unenforceability of any provision of this First Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this First Amendment or any instrument or agreement required hereunder.

7. Conflict. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Note, the terms and provisions of this First Amendment shall be controlling.

8. Headings. The headings or captions of sections and paragraphs in this First Amendment are for reference only, do not define or limit the provisions of such sections or paragraphs, and shall not affect the interpretation of this First Amendment.

[Signature Page Follows.]

IN WITNESS WHEREOF, this First Amendment has been executed by the undersigned as of the date and year first above written.

COMPANY:

GENERATION INCOME PROPERTIES, L.P.

By: Name: David Sobelman
Title: Chief Executive Officer

Address: 401 E Jackson Street, Suite 3300 Tampa, FL 33602
Email Address: ds@gipreit.com

HOLDER:

BROWN FAMILY ENTERPRISES LLC

By: Christian Brown

Christian Brown (Oct 23, 2025 21:41:54 EDT)

Name: Christian Brown Title: Manager

Address: 15911 Beacon Shores Street Tampa, FL 33616
Email Address: Christian.h.g.brown@gmail.com

[Signature Page to First Amendment to Secured Promissory Note]

GIPR - First Amendment to Secured Promissory Note (Brown Family Enterprises) (1)

Created:
By: Status:
2025-10-24
Emily Cusmano (ecusmano@gipreit.com) Signed
Transaction ID:
CBJCHBCAABAAo68kelQ2q5bzxHu7rm04fC3mtyDukfyFinal Audit Report 2025-10-27

"GIPR - First Amendment to Secured Promissory Note (Brown Family Enterprises) (1)" History



Document created by Emily Cusmano (ecusmano@gipreit.com)

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Document emailed to David Sobelman (ds@gipreit.com) for signature

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Document emailed to Christian Brown (christian.h.g.brown@gmail.com) for signature

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Email viewed by Christian Brown (christian.h.g.brown@gmail.com)

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Document e-signed by Christian Brown (christian.h.g.brown@gmail.com)

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Agreement completed.

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