

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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): June 15, 2026

Motorsport Games Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39868
(Commission
File Number)

86-1791356
(I.R.S. Employer
Identification No.)

3350 SW 148th Avenue, Suite 207
Miramar FL
(Address of principal executive offices)

33027
(Zip Code)

Registrant's telephone number, including area code: **(305) 413-0812**

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:

- 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
Class A common stock, \$0.0001 par value per share	MSGM	The Nasdaq Stock Market LLC (The Nasdaq Capital Market)

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 June 15, 2026, Motorsport Games Inc. (the “Company”) entered into an Amendment to Business Loan Agreement (the “Credit Agreement Amendment”) with Citibank, N.A. (“Citibank”), amending the Business Loan Agreement, dated February 20, 2026 (the “Credit Agreement”), between the Company and Citibank, pursuant to which Citibank has provided the Company with a revolving line of credit. The Amendment modifies an affirmative covenant relating to the Company’s level of fixed charges by revising the definition of Fixed Charge Coverage Ratio. Under the Amendment, the Company’s cash interest expenses will be added to the denominator of the Fixed Charge Coverage Ratio. The parties also entered into an amendment (the “Promissory Note Amendment”) to the promissory note relating to the Credit Agreement (the “Promissory Note”) extending the maturity date of the Promissory Note from February 20, 2027, to February 20, 2028.

The foregoing descriptions of the Amendment, the Credit Agreement, the Promissory Note Amendment, and the Promissory Note are qualified in their entirety by reference to the full text of such agreements, forms or copies of which are attached hereto as Exhibits 10.2, 10.1, 10.3, and 10.4, respectively, and each of which is incorporated herein in its entirety by reference. The representations, warranties and covenants contained in such agreements were made only for purposes of such agreements and as of specific dates, were solely for the benefit of the parties to such agreements and may be subject to limitations agreed upon by the contracting parties.

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

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Business Loan Agreement, dated February 20, 2026, by and between Motorsport Games Inc. and Citibank, N.A. \(incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K, File No. 001-39868, filed with the Securities and Exchange Commission on February 25, 2026\)](#)
 - 10.2 [Amendment to Business Loan Agreement, dated June 15, 2026, by and between Motorsport Games Inc. and Citibank, N.A.](#)
 - 10.3 [Promissory Note, dated February 20, 2026, in favor of Citibank, N.A. \(incorporated by reference to Exhibit 10.2 to the Company’s Current Report on Form 8-K, File No. 001-39868, filed with the Securities and Exchange Commission on February 25, 2026\)](#)
 - 10.4 [Amendment to Promissory Note, dated June 15, 2026, in favor of Citibank, N.A.](#)
 - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)
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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.

Motorsport Games Inc.

Date: June 18, 2026

By: /s/ Stephen Hood

Stephen Hood

Chief Executive Officer and President

**AMENDMENT TO
BUSINESS LOAN AGREEMENT**

This Amendment To Business Loan Agreement (“Amendment”), dated June 15, 2026 by and between Motorsport Games Inc. (“Borrower”) and Citibank, N.A. (“Lender”), is made with respect to the following facts:

RECITALS

A. Borrower previously executed and delivered to Lender, or Borrower and Lender previously entered into, that certain Business Loan Agreement, dated February 20, 2026 (as amended, modified, supplemented, restated or replaced from time to time, the “Agreement”).

B. Borrower and Lender desire to amend certain terms and provisions of the Agreement.

AGREEMENT

1. **Definitions.** Capitalized terms used but not defined in this Amendment, if any, shall have the meanings given to them in the Agreement.

2. **Amendments to the Agreement.** The following amendments are made to the Agreement:

2.1 The Section having the heading “**Fixed Charge Coverage Ratio**” on page three of the Agreement is hereby amended in its entirety to read as follows:

Fixed Charge Coverage Ratio. Maintain a ratio of Fixed Charge Coverage of **1.200 to 1.000**. “Fixed Charge Coverage Ratio” means the ratio of **Adjusted EBITDA** divided by the sum of Unfinanced Capex plus Cash Interest Expense plus Cash Taxes plus Cash Dividends/Distributions plus all current portion of long-term indebtedness. “**Adjusted EBITDA**” means operating income plus depreciation and amortization plus other non-cash items excluding non-recurring items. “Cash Interest” means all interest in respect of Indebtedness paid or payable in cash by the Borrower and its Consolidated Subsidiaries, net of any interest income received in cash, during any given period, determined on a cash basis. “Cash Taxes” means all federal, state, local, and foreign income taxes paid by the Borrower and its Consolidated Subsidiaries, net of refunds received during any given period, determined on a cash basis. “Unfinanced Capex” means all Capital Expenditures made by the Borrower and its Consolidated Subsidiaries during any given period that are not funded by new long-term debt financing or new equity contributions. “Cash Dividends/Distributions” means for any given period, the aggregate amount of all cash dividends or other cash distributions paid or declared by the Borrower and its Consolidated Subsidiaries to their respective shareholders or equity holders. “Capital Expenditures” means, for any given period, the aggregate of all expenditures made by the Borrower and its Consolidated Subsidiaries for the acquisition or construction of fixed assets, plant, property, or equipment, or replacements, substitutions, or additions thereto, which are required to be capitalized and recorded as such on a consolidated balance sheet in accordance with Generally Accepted Accounting Principles (GAAP). “Consolidated Subsidiaries” means, any subsidiary of the borrower. This Fixed Charge Coverage

Ratio should be evaluated quarterly on a consolidated basis with Borrower's subsidiaries and affiliates on trailing twelve-months basis.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender that: (i) no Event of Default specified in the Agreement or in any of the notes, documents or agreements executed by Borrower in connection therewith or in connection with the credit transaction to which such Agreement relates (the "**Related Documents**"), and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing, (ii) the representations and warranties of Borrower set forth in the Agreement or any of the Related Documents (other than the representation and warranties made as of a particular date) are true on and as of the date hereof, (iii) the making and performance by Borrower of this Amendment have been duly authorized by all necessary action, (iv) this Amendment is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms and (v) no consent, approval, authorization, permit or license is required in connection with the making or performance of the Agreement as amended hereby.

4. No Defenses. Borrower acknowledges with respect to the amounts owing to Lender that it has no right of offset, defense or counterclaim with respect thereto, no claim or defense in the abatement or reduction thereof, nor any other claim against Lender or with respect to the Agreement or any of the Related Documents.

5. Conditions Precedent. The effectiveness of this Amendment is expressly conditioned upon receipt by Lender of a counterpart original of this Amendment duly executed by each of the parties hereto.

6. Miscellaneous.

6.1 This Amendment is made exclusively for the benefit of and solely for the protection of Lender, on the one hand, and Borrower, on the other hand, and no other person or persons shall have the right to enforce the provisions hereof by action or legal proceedings or otherwise.

6.2 This Amendment represents the entire understanding and agreement of the parties with respect to the subject matter hereof, except to the extent that the Agreement and the Related Documents still remain in effect as described herein, and the same may not be altered or amended, except by subsequent written agreement executed by the parties hereto. The parties hereto acknowledge receipt of a copy of this Amendment.

6.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any existing or future Default or Event of Default, whether known or unknown or any right, power or remedy of Lender under the Agreement, nor constitute a waiver of any provision of the Agreement, except as specifically set forth herein.

6.4 In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern. In all other respects, the Agreement, as amended, and supplemented hereby, shall remain in full force and effect.

6.5 This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same Amendment.

6.6 This Amendment shall be governed by and construed in accordance with the internal laws, as opposed to the conflicts of law provisions, of the State of New York.

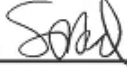
IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

Borrower:

Lender:

MOTOTSPORT GAMES INC.

CITIBANK, N.A.

By: 
Stephen Hood, President
and Chief Executive Officer

By: 
Authorized Signer
SUP

By: 
Stanley Beckley, Chief Financial Officer



CHANGE IN TERMS AGREEMENT

Borrower: Motorsport Games Inc.
3350 SW 148 Ave., Suite 207
Miramar, FL 33027

Lender: Citibank, N.A.
6400 Las Colinas Blvd.
Mail Stop CC1-30
Irving, TX 75039

Principal Amount: \$3,000,000.00

Date of Agreement: June 15, 2026

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note dated February 20, 2026 in the original amount of \$3,000,000.00 by and between Motorsport Games Inc., ("Borrower") and Citibank, N.A. ("Lender"), the "Note" as amended from time to time.

DESCRIPTION OF CHANGE IN TERMS. Lender and the Borrower hereby agree that the said Note shall be, and hereby is, amended to extend the maturity date from February 20, 2027 to February 20, 2028, subject to the terms and conditions referred to therein.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, EACH OF THE UNDERSIGNED READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH OF THE UNDERSIGNED AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

MOTORSPORT GAMES INC.

By: 

Stephen Hood, President and Chief Executive Officer
of Motorsport Games Inc.

By: 

Stanley Beckley, Chief Financial Officer of
Motorsport Games Inc.