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**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): May 16, 2025

**Northpointe Bancshares, Inc.**  
(Exact name of registrant as specified in its charter)

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**Michigan**  
(State or other jurisdiction of  
incorporation)

**No. 001-42517**  
(Commission File Number)

**38-3413392**  
(IRS Employer  
Identification No.)

**3333 Deposit Drive Northeast**  
**Grand Rapids, Michigan**  
(Address of principal executive offices)

**49546**  
(Zip Code)

**(616) 940-9400**  
(Registrant's telephone number, including area code)

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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, no par value	NPB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 under the Securities Act (17 CFR 230.405) or Rule 12b-2 under the Exchange Act (17 CFR 240.12b-2).

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.

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Item 1.01 Entry into a Material Definitive Agreement

Amendment to Series A Registration Rights Agreement

On May 16, 2025, Northpointe Bancshares, Inc. (the “Company”) entered into an amendment (the “Series A Amendment”) to the Registration Rights Agreement dated December 29, 2020 (the “Series A RRA”), by and among the Company and the investors listed on the signature pages thereto. Pursuant to the Series A RRA Amendment, the deadline for the Company to meet certain filing obligations related to the registration and listing of the Company’s depository shares, representing 1/40th of a share of the Company’s 8.25% Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series A, has been extended to January 2, 2026.

The foregoing description of the Series A RRA Amendment does not purport to be complete and is qualified in its entirety by reference to the Series A RRA Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amendment to Series B Registration Rights Agreement

On May 21, 2025, the Company entered into an amendment (the “Series B RRA Amendment”) to the Registration Rights Agreement dated December 30, 2021 (the “Series B RRA”), by and among the Company and the investors listed on the signature pages thereto. Pursuant to the Series B RRA Amendment, the deadline for the Company to meet certain filing obligations related to the registration and listing of the Company’s depository shares, representing 1/40th of a share of the Company’s 7.25% Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series B, has been extended to January 2, 2027.

The foregoing description of the Series B RRA Amendment does not purport to be complete and is qualified in its entirety by reference to the Series B RRA Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events

In connection with the Series A Amendment and the Series B Amendment, the Board of Directors of the Company has approved a one-time special cash dividend in the amount of \$2.50 per share (the “Special Dividend”) on the Company’s 8.25% Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series A (the “Series A Preferred Stock”) and the Company’s 7.25% Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series B (the “Series B Preferred Stock”). The Special Dividend is payable to holders of record of the Series A Preferred Stock and Series B Preferred Stock as of May 21, 2025, and will be paid on June 30, 2025.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	First Amendment to Registration Rights Agreement, dated May 16, 2025, by and between Northpoint Bancshares, Inc. and the investors listed on the signature pages thereto.
<a href="#">10.2</a>	First Amendment to Registration Rights Agreement, dated May 21, 2025, by and between Northpointe Bancshares, Inc. and the investors listed on the signature pages thereto.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURE**

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.

NORTHPOINTE BANCSHARES, INC.

Date: May 22, 2025

By: /s/ Brad T. Howes

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Brad T. Howes

Executive Vice President and Chief Financial Officer

NORTHPOINTE BANCSHARES, INC.  
FIRST AMENDMENT TO THE  
REGISTRATION RIGHTS AGREEMENT

This **FIRST AMENDMENT TO THE REGISTRATION RIGHTS AGREEMENT** (this “*Amendment*”) is made and entered into by and among **NORTHPOINTE BANCSHARES, INC.**, a Michigan corporation (the “*Company*”), and each of the individual Investors (as defined in the Agreement). This Amendment will become effective as of the “Effective Date” set forth on the Company’s signature page hereto (the “*Effective Date*”).

**RECITALS**

A. This Amendment is made with reference to that certain Registration Rights Agreement dated December 29, 2020 (the “*Agreement*”) by and among the Company and the Investors named therein. The capitalized terms used herein and not otherwise defined have the meanings given them in Section 1 of the Agreement.

B. The Company completed its Initial Public Offering on February 18, 2025.

C. The Investors and the Company desire to amend the Agreement to extend the Filing Deadline for the Company to list the Shares on a Trading Market.

D. Section 7(k) of the Agreement provides that the Agreement may be amended by written agreement signed by the Company and Investors holding a majority of the then outstanding Shares (the “*Requisite Investors*”).

E. The undersigned Investors hold a majority of the issued and outstanding Shares and therefore constitute the Requisite Investors.

**AGREEMENT**

In consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors hereby agree as follows:

1. **Amendments**. Effective as of the Effective Date, Section 1 of the Agreement is hereby amended by removing the existing the definition of “Filing Deadline” and replacing it with the following:

“*Filing Deadline*” means January 2, 2026.

2. **Other Acknowledgments**. The Investors acknowledge and agree that none of the Shares shall be considered Registrable Securities at this time, and, accordingly, the Company’s obligations under Section 2(a) and Section 2(b) of the Agreement are suspended.

3. **Special Dividend**. In consideration for the mutual agreement of the Investors and the Company contained herein, the Company shall declare and pay, no later than June 30, 2025, a special dividend in respect of the Shares in a per share amount equal to 25 basis points of the liquidation preference of each Share.

4. **Representations and Warranties.** The Company and each Investor hereby represent and warrant that its execution of this Agreement and performance of its obligations hereunder (a) have been duly authorized by all necessary organizational action, and (b) do not and will not (i) contravene the terms of its applicable constitutive documents, (ii) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (A) any contractual obligation to which it is a party or (B) any order, injunction, writ or decree of any governmental authority or any arbitral award to which it is subject or (iii) violate any law to which it is subject. Each Investor further represents and warrants that it has not transferred any of the Shares that it originally purchased pursuant in connection with the Agreement.

5. **Miscellaneous.** The Recitals are incorporated into and are a part of this Amendment. This Amendment shall perform a part of, and shall be subject to the terms of, the Agreement. Except as specifically amended hereby, the Agreement remains in full force and effect in accordance with its terms. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof. This Amendment may be executed in two or more counterparts, and by facsimile or electronic signature, each of which shall be deemed an original and effective for all purposes, but all of which together shall constitute one and the same instrument. This Amendment shall be binding on all Investors upon full execution by the Company and the Required Investors.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have each caused this Amendment to be duly executed on the date first above written.

**NORTHPOINTE BANCSHARES, INC.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date:\_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have each caused this Amendment to be duly executed on the date first above written.

**INVESTOR:**

\_\_\_\_\_  
*(Printed Legal Investor Name)*

\_\_\_\_\_  
*(Signature)*

Signatory Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTHPOINTE BANCSHARES, INC.**  
**FIRST AMENDMENT TO THE**  
**REGISTRATION RIGHTS AGREEMENT**

This **FIRST AMENDMENT TO THE REGISTRATION RIGHTS AGREEMENT** (this “**Amendment**”) is made and entered into by and among **NORTHPOINTE BANCSHARES, INC.**, a Michigan corporation (the “**Company**”), and each of the individual Investors (as defined in the Agreement). This Amendment will become effective as of the “Effective Date” set forth on the Company’s signature page hereto (the “**Effective Date**”).

**RECITALS**

A. This Amendment is made with reference to that certain Registration Rights Agreement dated December 30, 2021 (the “**Agreement**”) by and among the Company and the Investors named therein. The capitalized terms used herein and not otherwise defined have the meanings given them in Section 1 of the Agreement.

B. The Company completed its Initial Public Offering on February 18, 2025.

C. The Investors and the Company desire to amend the Agreement to extend the Filing Deadline for the Company to list the Shares on a Trading Market.

D. Section 7(k) of the Agreement provides that the Agreement may be amended by written agreement signed by the Company and Investors holding a majority of the then outstanding Shares (the “**Requisite Investors**”).

E. The undersigned Investors hold a majority of the issued and outstanding Shares and therefore constitute the Requisite Investors.

**AGREEMENT**

In consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors hereby agree as follows:

1. **Amendments.** Effective as of the Effective Date, Section 1 of the Agreement is hereby amended by removing the existing the definition of “Filing Deadline” and replacing it with the following:

“**Filing Deadline**” means January 2, 2027.

2. **Other Acknowledgments.** The Investors acknowledge and agree that none of the Shares shall be considered Registrable Securities at this time, and, accordingly, the Company’s obligations under Section 2(a) and Section 2(b) of the Agreement are suspended.

3. **Special Dividend.** In consideration for the mutual agreement of the Investors and the Company contained herein, the Company shall declare and pay, no later than June 30, 2025, a special dividend in respect of the Shares in a per share amount equal to 25 basis points of the liquidation preference of each Share.

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4. **Representations and Warranties.** The Company and each Investor hereby represent and warrant that its execution of this Agreement and performance of its obligations hereunder (a) have been duly authorized by all necessary organizational action, and (b) do not and will not (i) contravene the terms of its applicable constitutive documents, (ii) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (A) any contractual obligation to which it is a party or (B) any order, injunction, writ or decree of any governmental authority or any arbitral award to which it is subject or (iii) violate any law to which it is subject. Each Investor further represents and warrants that it has not transferred any of the Shares that it originally purchased pursuant in connection with the Agreement.

5. **Miscellaneous.** The Recitals are incorporated into and are a part of this Amendment. This Amendment shall perform a part of, and shall be subject to the terms of, the Agreement. Except as specifically amended hereby, the Agreement remains in full force and effect in accordance with its terms. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof. This Amendment may be executed in two or more counterparts, and by facsimile or electronic signature, each of which shall be deemed an original and effective for all purposes, but all of which together shall constitute one and the same instrument. This Amendment shall be binding on all Investors upon full execution by the Company and the Required Investors.

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, the undersigned have each caused this Amendment to be duly executed on the date first above written.

**NORTHPOINTE BANCSHARES, INC.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date:\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have each caused this Amendment to be duly executed on the date first above written.

**INVESTOR:**

\_\_\_\_\_  
*(Printed Legal Investor Name)*

\_\_\_\_\_  
*(Signature)*

Signatory Name: \_\_\_\_\_

Title: \_\_\_\_\_