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): July 24, 2026

Clearfield, Inc.

(Exact name of registrant as specified in charter)

Minnesota	**000-16106**	**41-1347235**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7050 Winnetka Avenue North, Suite 100, Brooklyn Park, MN	**55428**
(Address of principal executive offices)	(Zip Code)

(763) 476-6866
Registrant's telephone number, including area code

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, $0.01 par value	CLFD	The Nasdaq Stock 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 July 24, 2026, Clearfield, Inc. (the "Company") entered into an Amendment No. 4 to Loan Agreement (the "Amendment") that amends its Loan Agreement dated April 27, 2022 (as amended, the "Agreement") with Old National Bank, successor by merger to Bremer Bank, National Association. The Amendment extends the maturity of the line of credit provided under the Agreement from July 24, 2026 to November 21, 2026. The Amendment also contains customary representations and warranties applicable to the Company. All other material terms of the Agreement remain unchanged.

The foregoing summary of the Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	**Description**
10.1	Amendment No. 4 to Loan Agreement dated July 24, 2026, by and between Clearfield, Inc. and Old National Bank.
104	Cover Page Interactive Data File (included 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.

		CLEARFIELD, INC.
	By:	/s/ Daniel R. Herzog
Dated: July 27, 2026		Daniel R. Herzog, Chief Financial Officer

AMENDMENT NO. 4 TO LOAN AGREEMENT
(Clearfield, Inc.)

Loan No. 20008600879 **July 24, 2026**

THIS AMENDMENT NO. 4 TO LOAN AGREEMENT dated as of July 24, 2026, by and between Clearfield, Inc., a Minnesota corporation ("Borrower") and Old National Bank, the successor by merger to Bremer Bank, National Association ("Lender" or "Bank").

RECITALS:

WHEREAS, the Borrower and the Lender are parties to that certain Loan Agreement dated April 27, 2022, as amended by that certain Amendment No. 1 to Loan Agreement dated August 5, 2024, as amended by that certain Amendment No. 2 to Loan Agreement dated April 25, 2025, and as further amended by that certain Amendment No. 3 to Loan Agreement dated April 25, 2026 ("Loan Agreement");

WHEREAS, the Borrower has requested an extension of existing credit from the Lender; and

WHEREAS, the Lender is willing to agree to Borrower's requests on the condition that the Loan Agreement be amended as provided herein.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the Loan Agreement is hereby amended as follows:

1. Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement unless otherwise specifically defined herein.

(b) The following new Subsections are hereby added to Section 1 of the Loan Agreement to provide as follows:

"1.17 Certificate of Authority. A Certificate of Authority of the Borrower in form provided by the Lender to be executed in connection with Amendment No. 4 to Loan Agreement."

"1.18 Amendment No. 4 to Loan Agreement. That certain Amendment No. 4 to Loan Agreement dated July 24, 2026 executed by the Borrower and the Lender ("Amendment No. 4 to Loan Agreement")."

2. Amendment. Section 2.5 of the Loan Agreement is hereby amended and restated to provide as follows:

"2.5 Maturity. All unpaid principal and all interest accrued on the Note shall be due and payable in full on November 21, 2026 ("Note Termination Date")."

3. Security Agreement. The Borrower confirms that the obligations of the Borrower to the Lender hereunder and pursuant to the Note constitute "Obligations" within the meaning of that certain Security Agreement issued by the Borrower in favor of the Lender dated April 27, 2022 and the Security Agreement is hereby modified accordingly. The Borrower further confirms that upon an occurrence of an "Event of Default" hereunder or under the Note, it shall constitute an Event of Default under the Security Agreement and will entitle the Lender to exercise all of its rights and remedies under the Security Agreement and applicable law. In addition to the Note, the Security Agreement secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

4. Reimbursement of Costs and Expenses. The Borrower shall promptly reimburse Lender for any and all reasonable expenses, fees and disbursements, including attorneys' fees, incurred in connection with the preparation and performance of this Amendment No. 4 to Loan Agreement and the instruments and documents related thereto, and all expenses of collection of any loans made or to be made hereunder, including reasonable attorneys' fees.

5. Effective Date. The amendment provided for herein shall be effective as of the date hereof, except as specifically provided for herein.

6. No Defaults. After giving effect to this Amendment No. 4 to Loan Agreement, the Borrower hereby represents and warrants to the Lender that no Default or Event of Default has occurred or is continuing under the Loan Agreement, as amended hereby, and no event has occurred which with the passage of time or giving of notice would mature into a Default or an Event of Default.

7. References. All references in the Note and all other Loan Documents to the Loan Agreement shall mean the Loan Agreement as amended by this Amendment No. 4 to Loan Agreement.

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8. Representations and Warranties. The Borrower hereby restates and reaffirms to the Lender all the representations and warranties contained in the Loan Agreement the same as if made on the date hereof and fully set forth herein. Borrower further confirms, acknowledges and agrees that it has waived for the benefit of the Lender and its successors and assigns, all defenses, offsets, counterclaims and causes of action of every kind and character it may have had, may now have or may have in the future with respect to its obligations to pay and perform under the Note, the Loan Agreement and the Loan Documents or the transactions evidenced or secured thereby.

9. No Other Amendments. Except as specifically amended herein, all of the terms, covenants and conditions of the Loan Agreement remain in full force and effect.

10. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

11. Counterparts. This Amendment No. 4 to Loan Agreement may be signed in any number of counterparts, including electronic and facsimile counterpart signatures, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(signature page to follow)

AMENDMENT NO. 4 TO LOAN AGREEMENT
(Clearfield, Inc.)

Loan No. 20008600879 **July 24, 2026**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 to Loan Agreement as of the date and year first written above.

Clearfield, Inc.

By /s/ Daniel R. Herzog
Daniel R. Herzog
Its Chief Financial Officer

Old National Bank

By /s/ Tim O'Connor
Its Senior Vice President