
**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): **February 4, 2019**

Nightfood Holdings, Inc.

Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55406

(Commission File Number)

46-3885019

(IRS Employer
Identification No.)

520 White Plains Road – Suite 500, Tarrytown, New York

(Address of principal executive offices)

10591

(Zip Code)

888-888-6444

Registrant's telephone number, including area code

NA

(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 (see General Instruction A.2. below):

- 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))

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 8.01 Other Events.

On February 4, 2018, the Registrant entered into a “Lock Up” Agreements with its largest shareholder, Sean Folkson, owner of 16,753,568 shares. Folkson has agreed to not transfer, sell, or otherwise dispose of any shares of his NGTF stock during the next twelve months.

As part of this agreement, Folkson received warrants to acquire 400,000 shares of NGTF common stock at an exercise price of \$.30 per share. All warrants carry a twelve month term and a cashless provision, and will expire if not exercised within the twelve month term.

On February 6, 2019, the Registrant entered into a “Leak-Out” Agreement with Peter Leighton, former affiliate and owner of 4,000,000 shares, which will restrict Leighton’s ability to sell, transfer, or otherwise dispose of his shares above a certain, mutually agreed-upon monthly threshold.

The agreements for Folkson’s warrant issuances and lock-up, and Leighton’s leak-out are exhibits hereto.

Item 9.01 Financial Statements and Exhibits**Financial Information**

None

Exhibits:

10.1 [Sean Folkson Agreement for Shareholder Lock Up and Acquisition of Warrants](#)

10.2 [Peter Leighton Leak Out Agreement](#)

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.

NIGHTFOOD HOLDINGS, INC.

February 6, 2019

By: /s/ Sean Folkson
Sean Folkson
Chief Executive Officer

AGREEMENT FOR SHAREHOLDER LOCK-UP AND ACQUISITION OF WARRANTS

THIS AGREEMENT FOR SHAREHOLDER LOCK-UP AND ACQUISITION OF WARRANTS (the "Agreement") is dated as of February 4, 2019 between Sean Folkson ("Shareholder") and Nightfood Holdings Inc., a Nevada corporation ("Company").

WHEREAS, the Shareholder desires the opportunity to establish a larger equity position in the Company;

WHEREAS, the Company believes there is benefit to the Shareholder agreeing to lock up 100% of the shares of NGTF common stock (the "Shares") held by the Shareholder for a period of twelve (12) months from the date of this agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Company and the Lender agree as follows:

1. Lock Up. The Shareholder and the Company have agreed that the Shareholder will not transfer, sell, or otherwise dispose of any shares of their NGTF stock for at least twelve (12) months from the date of this agreement. As of the date of this agreement, the Shareholder owns 16,753,568 shares of NGTF stock. The Shareholder has not disposed of any shares in any way since November of 2015.

2. Issuance of Warrants. In exchange for the agreement to lock up their Shares, Shareholder will receive warrants to acquire 400,000 shares of NGTF stock at a strike price of \$.30, and with a term of twelve (12) months from the date of this agreement. The Warrants include a provision for cashless exercise, and will expire if not exercised within the twelve month term. Should the Company achieve

3. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York County, New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of the documents contemplated herein, then the prevailing party in such action or proceeding shall be reimbursed by the party determined not to have prevailed for his or its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Forbearance Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

COMPANY

Nightfood Holdings Inc.

/s/ Sean Folkson

By: Sean Folkson

Its: CEO

SHAREHOLDER

Sean Folkson:

/s/ Sean Folkson

RESALE RESTRICTION AGREEMENT

THIS LOCK-UP AGREEMENT is made and entered into the 6th day of February, 2019, by and between NightFood Holdings, Inc., a Delaware corporation (the “Company”) and Peter Leighton (“Holder”).

RECITALS

WHEREAS, the Holder was previously an affiliate of and is the owner of a total of 4,000,000 shares (the “Shares”) of common stock of the Company and is willing to limit his resale thereof.

NOW THEREFORE, for consideration received and acknowledged, the Holder agrees that as of the date hereof and during the pendency of this agreement, the Holder will not transfer, sell, contract to sell, devise, gift, assign, pledge, hypothecate, distribute or grant any option to purchase or otherwise dispose of, directly or indirectly the Shares subject to a “trickle” into the market at a rate not to exceed \$150,000 of gross proceeds per month such limitation to continue for a period of six months after which time this Agreement shall become null and void.

Any attempted sale, transfer or other disposition in violation of this agreement shall be null and void.

The Holder further agrees that if the Holder attempts to sell, transfer, or otherwise dispose of its shares in violation of this Agreement, the Company may instruct its transfer agent not to transfer such securities. Holder advises that he has deposited the Shares with a broker and will inform the broker of the restrictions set forth in this agreement and Holder will not permit the broker to cause sales of the Shares in excess of the limitation herein. Holder will cause the broker to send the Company copies of all confirmations or if the broker is unable to do so will send monthly sales reports to the Company within five days of the completion of each calendar month. Holder shall only affect sales through one broker at a time.

This agreement shall be binding upon the Company, Holder, and their respective agents, heirs, successors, assigns and beneficiaries.

Any waiver by the Company or Holder of any of the terms and conditions of this agreement in any instance must be in writing and must be duly executed by the Company and the Holder and shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof.

The Holder agrees that any breach of this agreement will cause the Company irreparable damage for which there is no adequate remedy at law. If there is a breach or threatened breach of this agreement by the Holder, the Company hereby agrees that its sole remedy shall be the issuance of an immediate injunction without notice to restrain the breach or threatened breach.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement as of the day and year first above written.

NightFood Holdings, Inc.

By: /s/ Sean Folkson

Name: Sean Folkson

Title: Chief Executive Officer

/s/ Peter Leighton

Peter Leighton

Holder
