

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): **June 21, 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.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Nightfood Holdings, Inc. Common Stock	NGTF	OTCQB

Item 8.01 Other Events.

On June 21, 2019, the Registrant entered into a new Consulting Agreement with CEO Sean Folkson. This new agreement goes into effect on July 1, 2019 and includes a modified compensation structure.

Cash compensation in the Original Agreement consisted of a \$6,000 monthly consulting fee for all of Folkson’s services. Such compensation began to accrue pursuant to the Original Agreement going back to January 1, 2015.

In the new Consulting Agreement, Folkson’s cash compensation remains unchanged from \$6,000 monthly.

In addition, as a performance bonus, Folkson shall earn Warrants when the Company hits certain revenue milestones.

A block of Warrants with a \$.50 strike price will be earned subsequent to the first quarter where revenues exceed \$1,000,000. An additional block of Warrants with a \$.50 strike price shall be earned subsequent to the first quarter where revenues exceed \$3,000,000. An additional block of Warrants with a \$1.00 strike price shall be earned subsequent to the first quarter where revenues exceed \$5,000,000.

All Warrants earned under this agreement, if exercised, would result in the issuance of restricted shares. Warrants shall carry a cashless provision, and must be exercised within 90 days of the filing of the 10Q or 10K on which such revenues are reported, or they will expire.

The Consulting Agreement is an exhibit hereto.

Item 9.01 Financial Statements and Exhibits

Financial Information

None

Exhibits:

10.1 [Sean Folkson Consulting Agreement June 21 2019](#)

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.

June 25, 2019

NIGHTFOOD HOLDINGS, INC.

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

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is to be effective as of the 21st day of June, 2019, by and between **NightFood, Inc.** (Company), a New York corporation, with offices located at 520 White Plains Road, Suite 500, Tarrytown, NY 10523 and **Sean Folkson** (“Consultant”).

For the purposes of this Agreement, either of the above shall be referred to as a “Party” and collectively as the “Parties”.

The Parties hereby agree as follows:

1. EXTENSION OF APPOINTMENT of Sean Folkson. Company hereby agrees to extend term of services for Consultant and Consultant hereby agrees to commit to an extension of his services to Company related to the management and growth of the operations of the company

- A. **TERM.** The term (“Term”) of this Consulting Agreement shall be for a period of twelve (12) months commencing on July 1, 2019. This contract may continue on a month-to-month basis until terminated by Company or Consultant with a notice of thirty (30) days at the end of the term of this Agreement.
- B. **COMPENSATION.** The following Compensation terms may not be amended, supplemented, or changed in any way by either party until January 1, 2020. Both Parties have agreed to continue cash compensation for Consultant at \$6,000 per month during the Term of this Agreement. In addition, The Parties have agreed to the following bonus structure:
- a) Consultant shall earn 1,000,000 Warrants with a \$.50 strike price upon the date of the filing of the quarterly or annual report showing the first \$1,000,000 revenue quarter in Company history.
 - b) Consultant shall earn 3,000,000 Warrants with a \$.50 strike price upon the date of the filing of the quarterly or annual report showing the first \$3,000,000 revenue quarter in Company history.
 - c) Consultant shall earn 3,000,000 Warrants with a \$1.00 strike price upon the date of the filing of the quarterly or annual report showing the first \$5,000,000 revenue quarter in Company history.
 - d) Should multiple bonus revenue levels above be achieved in any given quarter, Consultant shall earn all warrants associated with each of the bonus levels achieved upon the date of the filing of the quarterly or annual report reporting said revenue.

Any Warrants earned as part of this Agreement shall carry a cashless provision, and exercise must occur within 90 days of the respective quarterly or annual filing, or the Warrants shall expire.

2. ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the services of the Consultant to the Company as it relates to sales and marketing and in no way supersede any other agreements that consultant may have with company pertaining to other matters. All parties to this agreement must sign any modifications to this agreement.

Accepted and agreed to as of this 21st day of June, 2019.

Sean Folkson
Chief Executive Officer
NightFood, Inc.

Sean Folkson
Consultant