

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): **January 20, 2020**

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 January 20, 2020, the Registrant entered into a “Lock Up” Agreement with its largest shareholder, Sean Folkson, owner of 16,753,568 shares which will take effect on February 4, 2020 and serve as an extension of the current Lock Up Agreement currently in place between the parties, which runs through February 4, 2020. Folkson has agreed to not transfer, sell, or otherwise dispose of any shares of his NGTF stock during the next twelve months unless doing so will provide direct benefit to the Company

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.

The agreements for Folkson’s warrant issuance and lock-up 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](#)

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.

January 20, 2020

NIGHTFOOD HOLDINGS, INC.

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 entered into as of January 20, 2020 and will be in effect as of February 4, 2020 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 Shareholder 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 unless doing so will provide direct benefit to the Company. 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.

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.

By:
Its:

SHAREHOLDER

Sean Folkson:

