

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): September 18, 2020

Better Choice Company Inc.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction of Incorporation)

333-161943
(Commission File Number)

26-2754069
(IRS Employer Identification No.)

**164 Douglas Rd E,
Oldsmar, Florida**
(Address of Principal Executive Offices)

34677
(Zip Code)

(Registrant's Telephone Number, Including Area Code): **(646) 846-4280**

N/A
(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
N/A	N/A	N/A

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 September 18, 2020, Better Choice Company Inc. (the “Company”) amended, with the requisite approval of the holders thereof, all of the Common Stock Purchase Warrants originally issued in December 2018 (the “December 2018 Warrants”). The amendment (the “Warrant Amendment”) amends the December 2018 Warrants to eliminate certain antidilution rights, fix the number of shares of common stock purchasable under each of the outstanding December 2018 Warrants and sets the exercise price thereof at \$0.65 per share.

The foregoing description of the Warrant Amendment is qualified in its entirety by reference to the Form of Warrant Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 3.03 Financial Statements and Exhibits

To the extent required by Item 3.03 of Form 8-K, the disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

[10.1](#) Form of Warrant Amendment

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.

Better Choice Company Inc.

By: /s/ Werner von Pein
Name: Werner von Pein
Title: Chief Executive Officer

September 24, 2020

**AMENDMENT NO. 1
TO
COMMON STOCK PURCHASE WARRANT
OF
BETTER CHOICE COMPANY INC.
(f/k/a Sport Endurance, Inc.)**

This Amendment No. 1 (the "Amendment") to Common Stock Purchase Warrant (the "Warrant;" capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Warrant), dated as of December 12, 2018 (the "Issuance Date"), issued by Better Choice Company Inc. (the "Company") to each of the undersigned (each, a "Holder"), is made effective by the undersigned as of September 15, 2020 (the "Effective Date").

WITNESSETH:

WHEREAS, Holder is the record and beneficial owner of the Warrant;

WHEREAS, since the Issuance Date, the Company has consummated a reverse stock split and other equity financings that have resulted in adjustments to the number of Warrant Shares purchasable under the Warrant and the Exercise Price pursuant to Section 3 of the Warrant;

WHEREAS, the Company intends to consummate a Series F Preferred Stock equity financing (the "Series F Financing") pursuant to which, among other things, will provide substantial benefit to the Company and its equity holders, including, without limitation, Holder;

WHEREAS, the Series F Financing will cause further adjustments to the number of Warrant Shares and the Exercise Price pursuant to the Warrant;

WHEREAS, as a condition precedent to the Series F Financing, the investors therein are requiring that the Company and the holders of the outstanding Warrants issued by the Company pursuant to the Purchase Agreement (including the Warrant) (the "December 2018 Warrants") (i) memorialize and fix the number of Warrant Shares purchasable under the Warrant and the Exercise Price as of the Effective Date and giving effective to the Series F Financing and (ii) eliminate certain antidilution rights under the Warrant;

WHEREAS, pursuant to Section 5(l) of the Warrant, any amendment to the Warrant requires the written consent of the Company and the holders of 75% of the December 2018 Warrants;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and other good and valuable consideration, it is hereby agreed that, effective immediately prior to the closing of the Series F Financing:

1. Notwithstanding anything to the contrary contained in the Warrant or any other instrument or communication, (i) the number of Warrant Shares purchasable under the Warrant shall be the original amount of Warrant Shares purchasable under the Warrant as of the Issuance Date divided by 4.33333 and then rounded up to the next whole share, and (ii) the Exercise Price under the Warrant shall be \$0.65 per share.
2. Immediately upon the adjustments described in Section 1(i) of this Amendment, Section 3(b) of the Warrant shall be deleted in its entirety and the following inserted in its place and stead:

“(b) Reserved.”
3. Holder hereby consents to all December 2018 Warrants being amended accordingly.

4. Upon and after the effectiveness of this Amendment, each reference in the Warrant to “this Warrant,” “hereunder,” “hereof,” or words of like import referring to the Warrant shall mean and be a reference to the Warrant as modified hereby. Except as modified in this Amendment, the Warrant is and shall continue to be in full force and effect and is hereby, in all respects, ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as previously provided herein, operate as a waiver of any right, power or remedy of any party under the Warrant, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of the Warrant.

5. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO SUCH STATES’S PRINCIPLES OF CONFLICT OF LAWS.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

THE COMPANY:

BETTER CHOICE COMPANY INC.

By: _____
Name: Werner Von Pein
Title Chief Executive Officer

HOLDER:

XXXXXX

By: _____
Name: _____