

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): August 5, 2021

Remark Holdings

Remark Holdings, Inc.

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>001-33720</u> (Commission File Number)	<u>33-1135689</u> (IRS Employer Identification No.)
<u>800 S. Commerce St. Las Vegas, NV</u> (Address of principal executive offices)	<u>89106</u> (Zip Code)	<u>702-701-9514</u> (Registrant's telephone number, including area code)
<hr/> <p>(Former name or former address, if changed since last report.)</p>		

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:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	MARK	The NASDAQ Stock Market LLC

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.

Effective August 5, 2021, Remark Holdings, Inc. (“Remark”, “we”, “us” or “our”) entered into an amendment (the “Note Amendment”) to the \$1.0 million promissory note it issued to a private lender on December 30, 2020 (the “Note Payable”). The Note Amendment provides that effective as of August 5, 2021 (the “Conversion Date”), the outstanding principal amount of the Note Payable plus all accrued but unpaid interest thereon through the Conversion Date was automatically converted into shares of our common stock at a conversion price of \$1.21 per share, resulting in the issuance of 876,493 shares of our common stock.

The description of the Note Amendment is qualified in its entirety by the copy thereof which is attached as Exhibit 10.1 and incorporated herein by reference

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
<u>10.1</u>	<u>Amendment No. 1 dated August 5, 2021, to Promissory Note dated December 30, 2020, between Remark Holdings, Inc. and SV Booth Investments III LLC.</u>

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.

Remark Holdings, Inc.

Date: August 10, 2021

By: _____
Name: Kai-Shing Tao
Title: *Chief Executive Officer*

AMENDMENT NO. 1 TO PROMISSORY NOTE

This Amendment No. 1 to Promissory Note, dated as of August ___, 2021 (this “Amendment”), amends that certain Promissory Note, dated as of December 30, 2020, in the original principal amount of \$1,000,000 (the “Note”), made by Remark Holdings, Inc., a Delaware corporation (the “Maker”), for the benefit of SV Booth Investments III LLC (“Payee”). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Note.

RECITALS

WHEREAS, the Payee wishes to modify the Note to allow for conversion of amounts due to Payee under the Note into shares of the common stock of the Maker (the “Common Stock”); and

WHEREAS, Maker is willing to accommodate the Payee’s request to modify the Note to allow for such conversion.

NOW THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Notwithstanding anything to the contrary set forth in the Note, the Note shall be amended to provide that, effective on August 5, 2021, it shall be converted automatically into such number of shares of Common Stock equal to (x) \$1,000,000 unpaid principal amount of the Note and all accrued and unpaid interest thereon on the date thereof, divided by (y) a conversion price equal to the closing price of the Common Stock on the immediately preceding trading day, rounded up to the nearest whole share of Common Stock.

2. Except as expressly set forth in this Amendment, the Note shall remain unchanged, in full force and effect, and enforceable against the Maker in accordance with its terms.

3. All of the terms and provisions of this Amendment shall be applicable to and binding upon the parties hereto and their respective successors and assigns.

4. MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE UNDER OR RELATING TO THIS AMENDMENT, THE NOTE AND THE OBLIGATIONS ARISING THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement, and photostatic, .pdf or facsimile copies of fully-executed counterparts of this Amendment shall be given the same effect as originals.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed by their respective authorized signatories as of the day and year first herein above written.

REMARK HOLDINGS, INC.

By: /s/ Kai-Shing Tao

Name: Kai-Shing Tao

Title: *Chief Executive Officer*

AGREED AND ACCEPTED BY:

SV BOOTH INVESTMENTS III LLC

By: /s/ Scott Booth

Name: Scott Booth

Title: *Managing Member*