

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): April 20, 2020 (April 15, 2020)

**Riot Blockchain, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation)

**001-33675**

(Commission File Number)

**84-1553387**

(I.R.S. Employer Identification No.)

**202 6th Street, Suite 401,  
Castle Rock, CO 80104**

(Address of principal executive offices)

**(303) 794-2000**

(Registrant's telephone number, including area code)

(Former name, former address, and former fiscal year, 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))

**Title of each class**

Common Stock

**Trading Symbol(s)**

RIOT

**Name of each exchange on which registered**

NASDAQ Capital Market

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.**

### *Kairos Lease Amendment*

Kairos Global Technologies, Inc. (“**Kairos**”), a wholly owned subsidiary of Riot Blockchain, Inc. (“**Riot**” or the “**Corporation**”), entered into that certain Lease Agreement by and between Kairos and 7725 Reno #1, L.L.C. (“**7725 Reno**”) dated February 27, 2018, as amended March 26, 2018, November 29, 2018, and January 13, 2020 (the “**Lease**”). On April 15, 2020, effective as of April 10, 2020, Kairos entered into a fourth amendment to the Lease (the “**Fourth Lease Amendment**”), extending the term of the Lease through June 30, 2020. The Fourth Lease Amendment terminates on June 30, 2020. All other provisions of the Lease remain substantially unchanged.

The foregoing descriptions of the Fourth Lease Amendment do not purport to be complete and are qualified in their entirety by reference to the complete text of such document, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by this reference.

### **About Riot Blockchain**

Information reported in this Current Report on Form 8-K is limited to the scope of the information reportable under a Current Report on Form 8-K under the rules and regulations of the Commission. Please refer to the additional information concerning the Corporation referenced in the following notices and safe harbor provision for material risks and other uncertainties.

### **Investor Notice**

An investment in the Corporation’s common stock involves a high degree of risk, and an investor should only purchase the Corporation’s securities if he or she can afford to suffer the loss of his or her entire investment. In determining whether to purchase the Corporation’s common stock, an investor should carefully consider all of the material risks described in this Current Report on Form 8-K below, together with the factors described under Item 1A under the heading “Risk Factors” in our most recent Annual Report on Form 10-K for the year ended December 31, 2019, filed with the Securities and Exchange Commission (the “**SEC**”) on March 25, 2020, as supplemented and updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, together with the financial or other information contained or incorporated by reference in such reports. In addition to the risks discussed below, other risks not presently known to us or that we currently believe to be immaterial may also adversely affect our business, financial condition and results of operations, perhaps materially. The risks discussed below also include forward-looking statements, and actual results and events may differ substantially from those discussed or highlighted in those forward-looking statements. See also the Section entitled “Forward-Looking Statements” herein.

### **Safe Harbor**

The information provided in this report may include forward -looking statements relating to future events or the future financial performance of the Corporation. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Words such as “anticipates,” “plans,” “expects,” “intends,” “will,” “potential,” “hope” and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon current expectations of the Corporation and involve assumptions that may never materialize or may prove to be incorrect. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties. Detailed information regarding factors that may cause actual results to differ materially from the results expressed or implied by statements in report relating to the Corporation may be found in the Corporation’s periodic filings with the Commission, including the factors described in the sections entitled “Risk Factors”, copies of which may be obtained from the SEC’s website at [www.sec.gov](http://www.sec.gov). The Corporation does not undertake any obligation to update forward-looking statements contained in this report.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits. The following exhibit is filed herewith:

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Fourth Amendment to Lease, dated effective as of April 10, 2020, by and between Kairos Global Technologies, Inc. and 7725 Reno #1, L.L.C.</u></a>

**S I G N A T U R E**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RIOT BLOCKCHAIN, INC.

By: /s/ Jeffrey McGonegal  
Jeffrey McGonegal  
Chief Executive Officer

Date: April 20, 2020

#### **FOURTH AMENDMENT TO LEASE**

THIS FOURTH AMENDMENT TO LEASE ("Amendment") is entered into effective as of April 10, 2020, by and between 7725 RENO #1, L.L.C., an Oklahoma limited liability company ("Landlord"), and KAIROS GLOBAL TECHNOLOGY, INC., a Nevada corporation ("Tenant").

A. Landlord and Tenant are parties to a Lease dated February 27, 2018, as amended by a First Amendment to Lease dated March 26, 2018 ("First Amendment"), a Second Amendment to Lease ("Second Amendment") dated November 29, 2018, and a Third Amendment to Lease ("Third Amendment") dated January 8, 2020 (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant certain premises and improvements (the "Premises") in the building commonly known as OKC10 located at 7725 W. Reno Avenue, Oklahoma City, Oklahoma, as more particularly described and depicted in the Lease.

B. In the Second Amendment, Section 2.1 of the Lease was amended to extend the Initial Term of the Lease to August 15, 2019. Pursuant to Section 32 of the Lease, as amended by the Second Amendment, Tenant exercised its option to extend the Lease Term for two additional periods of three months each. The first Renewal Term commenced on August 16, 2019 and ended on November 15, 2019. The second Renewal Term commenced on November 16, 2019 and ended on February 15, 2020. The Third Amendment extended the Lease Term for a term that commenced on February 16, 2020 and will end on May 15, 2020.

C. Landlord and Tenant desire to further extend the Lease Term as set forth in this Amendment. Terms not defined in this Amendment shall have the meanings given to them in the Lease.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Extension of Initial Term. Section 2.1 of the Lease is amended to further extend the Lease Term to June 30, 2020 (the "Further Extended Term"), unless terminated earlier as provided in the Lease.

2. Rent. During the Further Extended Term, the monthly rent payable by Tenant under the Lease will continue to be comprised of two components: (a) Base Rent, and (b) an electricity usage charge based on Tenant's metered usage of electricity each month and the rate charged by OG&E (Landlord's electricity service provider) for such month (the "Electricity Usage Charge"), as further described below.

2.1 Base Rent. Notwithstanding anything to the contrary in the Lease or any prior amendment(s) thereto, during the Further Extended Term, Base Rent will continue to be due and payable in advance on the first day of each calendar month in the amount of \$190,000 per month. The monthly Base Rent for any partial month at the beginning or end of the Term will be prorated based on the number of days in the partial month.

2.2 Electricity Usage Charge. Notwithstanding anything to the contrary in the Lease or any prior amendment(s) thereto, during the Further Extended Term, Tenant shall continue to pay the Electricity Usage Charge at the rates and as otherwise set forth in Section 2.2 of the Second Amendment, on a month-to-month basis as per the following table:

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January	February	March	April	May	June	July
\$0.0390	\$0.0390	\$0.0390	\$0.0370	\$0.0380	\$0.0520	\$0.0680

August	September	October	November	December		
\$0.051	\$0.047	\$0.039	\$0.039	\$0.0390		

3. Renewal Options. Section 32 of the Lease, as previously amended and replaced by the Third Amendment (to reflect that Tenant will have no Renewal Options under the Lease to extend the Term past the date of the Extended Term), is hereby amended to reflect that Tenant will have no Renewal Options under the Lease to extend the Term past the date of expiration of the Further Extended Term (June 30, 2020), unless Landlord and Tenant mutually agree to execute an additional amendment providing for additional Renewal Options.

4. Tenant Not Deemed to be Holding Over. Notwithstanding similarity in terms used, during the Extended Term granted under the Third Amendment and Further Extended Term granted hereunder, Tenant shall not be deemed to be "Holding Over" as defined in Section 17.2 of the Lease, such provisions only becoming applicable if Tenant fails to vacate in accordance with the terms of the Lease (as amended) upon expiration or earlier termination of the Further Extended Term granted hereby, which Further Extended Term may be further amended and/or extended in a writing signed by Landlord and Tenant.

5. Ratification of Lease. Except as modified by this Amendment, the Lease is hereby ratified and shall remain in full force and effect in accordance with its terms.

6. Conflict; Inconsistency. In the case of conflict or inconsistency between the provisions of this Fourth Amendment and any provision(s) of the Lease, the Third Amendment, the Second Amendment, or the First Amendment, the terms of this Fourth Amendment shall control.

7. Guarantor's Consent to Amendment and Ratification of Guaranty. Riot Blockchain, Inc. ("Guarantor") consents to this Amendment to the Lease and confirms that its guaranty of payment as set forth in Section 33 of the Lease shall continue to be binding on Guarantor and its successor and assigns and shall inure to the benefit of Landlord and its successors and assigns.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Amendment.

[signatures follow]



IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first set forth above.

LANDLORD:

7725 Reno # 1, LLC, an Oklahoma limited liability company

By: /s/ Terryl Zerby  
Name: Terryl Zerby  
Title: Manager

TENANT:

Kairos Global Technology, Inc., a Nevada corporation

By: /s/ Jeffrey McGonegal  
Name: Jeffrey McGonegal  
Title: Chief Executive Officer

As to Section 5 of this Amendment:

GUARANTOR:

Riot Blockchain, Inc.,

By: /s/ Jeffrey McGonegal  
Name: Jeffrey McGonegal  
Title: Chief Executive Officer