

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): **October 5, 2020**

**DRAFTKINGS INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)

**001-38908**  
(Commission  
File Number)

**84-4052441**  
(IRS Employer  
Identification No.)

**222 Berkeley Street, 5<sup>th</sup> Floor**  
**Boston, MA 02116**

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(617) 986-6744**

(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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A common stock, par value \$0.0001 per share	DKNG	The Nasdaq Stock Market LLC
Warrants to purchase one share of Class A common stock, each at an exercise price of \$11.50 per share (1)	N/A (1)	N/A (1)

(1) DraftKings Inc. filed a Form 25 on July 20, 2020 to delist and deregister its Warrants. The delisting became effective on June 30, 2020 and the Warrants are no longer trading on Nasdaq. The deregistration of the Warrants under Section 12(b) of the Securities Exchange Act of 1934 will be effective 90 days, or such shorter period as the Securities and Exchange Commission may determine, after filing of the Form 25.

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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On October 5, 2020, DraftKings Inc. (the “Company”) entered into an amendment (the “Amendment”) to that certain Stockholders Agreement, dated as of April 23, 2020 (the “Agreement”), by and among the Company and the stockholders party thereto. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

The Amendment caused all lock-up periods applicable to the Stockholders under the Agreement to expire effective as of October 20, 2020.

The foregoing description of the Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
<u>10.1</u>	<u><a href="#">Amendment No. 1 to the Stockholders Agreement, dated as of April 23, 2020, by and among DraftKings Inc. and the stockholders party thereto.</a></u>

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**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.

**DRAFTKINGS INC.**

Date: October 5, 2020

By: /s/ R. Stanton Dodge  
Name: R. Stanton Dodge  
Title: Chief Legal Officer and Secretary

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**AMENDMENT NO. 1 TO  
STOCKHOLDERS AGREEMENT**

This **AMENDMENT NO. 1**, dated as of October 5, 2020 (this "Amendment"), is entered into by and among DraftKings Inc., a Nevada corporation (the "Company"), and the Stockholders. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Stockholders Agreement, dated as of April 23, 2020 (the "Agreement"), by and among the Company and the Stockholders party thereto; and

WHEREAS, the Company and the Stockholders desire to amend the Agreement, in accordance with Section 8.07 of the Agreement, as set forth in this Amendment.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby, intending to be legally bound, agree as follows:

1. Amendments to the Agreement. The Agreement is hereby amended to cause all of the lock-up periods applicable to the Stockholders as set forth in Sections 3.01(a), (b) and (c) of the Agreement to expire effective as of October 20, 2020.
  2. Representations and Warranties.
    - a. Representations and Warranties of the Stockholders.
      - i. The DK Stockholder Group Representative, on behalf of the members of the DK Stockholder Group, hereby represents and warrants to the other Stockholders and the Company that: (i) it has all requisite corporate right, power and authority and has taken all corporate or other action necessary in order to execute and deliver this Amendment and perform its obligations under this Amendment; and (ii) this Amendment has been duly executed and delivered by the DK Stockholder Group Representative and, assuming the due execution and delivery of this Amendment by the other parties hereto, constitutes a legal, valid and binding obligation of the DK Stockholder Group enforceable against it in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).
      - ii. The DEAC Founder Group Representative, on behalf of the members of the DEAC Founder Group, hereby represents and warrants to the other Stockholders and the Company that: (i) it has all requisite corporate right, power and authority and has taken all corporate or other action necessary in order to execute and deliver this Amendment and perform its obligations under this Amendment; and (ii) this Amendment has been duly executed and delivered by the DEAC Founder Group Representative and, assuming the due execution and delivery of this Amendment by the other parties hereto, constitutes a legal, valid and binding obligation of the DEAC Founder Group enforceable against it in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).
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iii. The SBT Sellers' Representative, on behalf of the members of the SBT Sellers, hereby represents and warrants to the other Stockholders and the Company that: (i) it has all requisite corporate right, power and authority and has taken all corporate or other action necessary in order to execute and deliver this Amendment and perform its obligations under this Amendment; and (ii) this Amendment has been duly executed and delivered by the SBT Sellers' Representative and, assuming the due execution and delivery of this Amendment by the other parties hereto, constitutes a legal, valid and binding obligation of the SBT Sellers enforceable against it in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

b. Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholders that: (i) it has all requisite corporate right, power and authority and has taken all corporate or other action necessary in order to execute and deliver this Amendment and perform its obligations under this Amendment; and (ii) this Amendment has been duly executed and delivered by the Company and, assuming the due execution and delivery of this Amendment by the other parties hereto, constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. Miscellaneous.

a. Interpretation. From and after the date of this Amendment, each reference in the Agreement to "this Agreement," "hereof," "hereunder" or words of like import, and all references to the Stockholders Agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind of nature (other than in this Amendment or as otherwise expressly provided) will be deemed to mean the Agreement, as amended by this Amendment, whether or not this Amendment is expressly referenced, and each reference to the "date of this Agreement", the "date hereof" and similar references shall refer to April 23, 2020.

b. No Other Modification. Except to the extent expressly amended herein or supplemented hereby, the Agreement remains unchanged and in full force and effect in accordance with its terms.

c. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada.

d. Counterparts and Facsimile. For the convenience of the parties hereto, this Amendment may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Amendment may be delivered by facsimile or PDF and such facsimile or PDF will be deemed as sufficient as if actual signature pages had been delivered.

*[Signature Pages Follow]*

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

Company:

**DraftKings Inc., a Nevada corporation**

By: /s/ R. Stanton Dodge

Name: R. Stanton Dodge

Title: Chief Legal Officer and Secretary

*[Signature Page to Amendment to Stockholders Agreement]*

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Stockholders:

**DK Stockholders Group Representative**

/s/ Jason Robins\_\_\_\_\_

Name: Jason Robins

**SBT Sellers' Representative**

/s/ Shalom Meckenzie\_\_\_\_\_

Name: Shalom Meckenzie

**DEAC Founder Group Representative**

/s/ Eli Baker\_\_\_\_\_

Name: Eli Baker

*[Signature Page to Amendment to Stockholders Agreement]*

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