

**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 11, 2025**

Innovative Food Holdings, Inc.
(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction
of incorporation)

000-09376

(Commission File Number)

20-1167761

(IRS Employer
Identification No.)

**2528 S 27th Ave
Broadview, IL**

(Address of principal executive offices)

60155

(Zip Code)

Registrant's telephone number, including area code: **(239) 596-0204**

Not Applicable

(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: None

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed in the Current Report on Form 8-K filed with the Securities and Exchange Commission on August 1, 2025, Innovative Food Holdings, Inc., a Florida corporation, through its subsidiary Innovative Food Properties LLC, a Delaware limited liability company (“**Innovative Properties**”), entered into an Agreement of Purchase and Sale, dated July 28, 2025 (the “**Original Agreement**”), with Mountaintop Holdings, LLC, a New York limited liability company (“**Mountaintop Holdings**,” together with Innovative Properties, the “**Parties**”). Pursuant to the Original Agreement, Innovative Properties agreed to sell certain real property with improvements and certain personal property, contracts and intangibles of Innovative Properties to Mountaintop Holdings for a total purchase price of \$9,725,000, payable in three tranches.

On September 11, 2025, the Parties entered into First Amendment to Agreement of Purchase and Sale (the “**First Amendment**”) to extend the inspection period, which expires on September 11, 2025 under the Original Agreement, to expire on September 29, 2025, in exchange for an additional earnest money deposit in the amount of \$100,000 to be made by Mountaintop Holdings.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| Exhibit | Description |
|----------------|--|
| 10.1 | First Amendment to Agreement of Purchase and Sale, dated September 11, 2025, by and between Innovative Food Properties LLC and Mountaintop Holdings, LLC |
| 104 | Cover Page Interactive Data File (formatted as Inline XBRL) |

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.

INNOVATIVE FOOD HOLDINGS, INC.

Dated: September 16, 2025

By: /s/ Robert W. (Bill) Bennett

Robert W. (Bill) Bennett
Chief Executive Officer

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this “**Amendment**”) is entered into effective as of September 11, 2025 (the “**Effective Date**”), by and between INNOVATIVE FOOD PROPERTIES LLC, a Delaware limited liability company (“**Seller**”), and MOUNTAIN TOP HOLDINGS, LLC, a New York limited liability company (“**Purchaser**”).

Recitals

A. Seller and Purchaser are parties to that certain Agreement of Purchase and Sale dated as of July 28, 2025 (the “**Purchase Agreement**”), relating to the purchase and sale of approximately 15.0 acres located in Mountaintop, Pennsylvania, as more particularly described in the Purchase Agreement. Capitalized terms used but not otherwise defined in this Amendment will have the meanings given to such terms in the Purchase Agreement.

B. Seller and Purchaser desire to amend the Purchase Agreement as described herein.

Agreement

NOW, THEREFORE, for good and valuable consideration received by them, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this Amendment by reference.
2. Consideration; Extension Deposit. Seller has agreed to enter into this Amendment in consideration and exchange of an additional earnest money deposit in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), in immediately accessible funds, deposited with the Title Company (hereinafter, the “**Extension Deposit**”). The Extension Deposit shall, together with the Initial Deposit and Additional Deposit, be collectively referred to as the “**Deposit**”, as defined in Section 3(b) of the Purchase Agreement, and disbursed and/or refunded accordingly. This Amendment shall not be effective or binding until the Title Company receives full payment of the Extension Deposit.
3. Section 6(a) - Inspection Period. The Inspection Period is hereby amended to expire on Monday, September 29, 2025.
4. Miscellaneous. Except as amended herein, the Purchase Agreement will remain unmodified and in full force and effect in accordance with its terms. This Amendment may be executed in two or more counterparts, a complete set of which will constitute a single original. This Amendment may be executed by electronic means. Emailed PDF signatures hereon or other electronic signatures will be deemed original signatures for all purposes.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

The parties have executed this Amendment as of the Effective Date.

SELLER:

INNOVATIVE FOOD PROPERTIES LLC,
a Delaware limited liability company

By: /s/ Brady Smallwood

Name: Brady Smallwood

Title: Chief Operating Officer

PURCHASER:

MOUNTAIN TOP HOLDINGS, LLC,
a New York limited liability company

By: /s/Breina R. Bruck

Name: Breina R. Bruck

Title: Authorized Signatory
