

**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): **November 13, 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 Reports on Form 8-K filed with the Securities and Exchange Commission on August 1, 2025, September 16, 2025 and October 3, 2025, Innovative Food Holdings, Inc., a Florida corporation (the “**Company**”), through its subsidiary, Innovative Food Properties LLC, a Delaware limited liability company (“**Innovative Properties**”), entered into an Agreement of Purchase and Sale, dated as of July 28, 2025 and amended on September 11, 2025 and September 29, 2025 (the “**Purchase Agreement**”), with Mountaintop Holdings, LLC, a New York limited liability company (“**Mountaintop Holdings**,” together with Innovative Properties, the “**Parties**”). Pursuant to the Purchase 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 \$9,825,000, payable in three tranches.

On November 13, 2025, the Parties entered into the Third Amendment to Agreement of Purchase and Sale (the “**Third Amendment**”) to (i) reduce the total purchase price from \$9,825,000 to \$9,225,000, (ii) acknowledge the expiration of the inspection period, and (iii) specify that the closing date shall be 60 days following the date of the Third Amendment, with options for Mountaintop Holdings to extend such date up to two times by written notices and payments of additional extension deposits. As a condition to the effectiveness of the Third Amendment, Mountaintop Holdings has agreed to deposit additional earnest money in the amount of \$150,000.

The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Third 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	Third Amendment to Agreement of Purchase and Sale, dated September 29, 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: November 14, 2025

By: /s/ Gary Schubert
Gary Schubert
Chief Executive Officer

THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this “**Amendment**”) is entered into effective as of November 13, 2025 (the “**Effective Date**”), by and between INNOVATIVE FOOD PROPERTIES LLC, a Delaware limited liability company (“**Seller**”), and MOUNTAINTOP 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, as amended by that certain First Amendment to Agreement of Purchase and Sale dated as of September 11, 2025 (“**First Amendment**”), as further amended by that certain Second Amendment to Agreement of Purchase and Sale dated as of September 29, 2025 (“**Second Amendment**”); and together with the First Amendment, 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. Purchase Price Reduction. The Purchase Price under Section 3 of the Purchase Agreement shall be reduced to \$9,225,000.00.
3. Inspection Period. Purchaser hereby acknowledges and agrees that the Inspection Period has expired pursuant to Section 6 of the Purchase Agreement.
4. Closing Date. Notwithstanding anything in the Purchase Agreement to the contrary, the Closing Date shall be sixty (60) days following the execution of this Amendment.
5. Closing Date Extensions.

(a) Purchaser shall have the right to extend the Closing Date by thirty (30) days upon (i) written notice to Seller of such extension no less than five (5) days before the Closing Date, and (ii) depositing the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), in immediately accessible funds, with the Title Company (the “**Closing Extension Deposit**”).

(b) Purchaser shall have the right to further extend the Closing Date by up to thirty (30) days upon (i) written notice to Seller of such extension no less than five (5) days before the then current Closing Date, and (ii) depositing the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), in immediately accessible funds, with the Title Company (the “**Final Extension Deposit**”). The Title Company shall, within three (3) days of receiving the Final Extension Deposit, release same to Seller without further authorization from either Seller or Purchaser. The Final Extension Deposit shall not be credited towards the Purchase Price at Closing, but shall be prorated for the number of days that elapse during such 30-day extension.

6. Additional Deposit. Within two (2) days of the execution of this Amendment, and as a condition to the effectiveness of this Amendment, Purchaser shall deposit additional earnest money in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), in immediately accessible funds, with the Title Company (the “**Additional Deposit**”). For the avoidance of doubt, such deposit shall constitute the “Additional Deposit” referenced in Section 3(b) of the Purchase Agreement. This Amendment shall only be binding upon the receipt by the Title Company of the Additional Deposit contemplated herein.

7. Deposits. The Additional Deposit and the Closing Extension Deposit (if and when made) shall, together with the Initial Deposit, Extension Deposit made pursuant to the First Amendment, and the Second Extension Deposit made pursuant to the Second Amendment, be collectively referred to as the “Deposit”, as defined in Section 3(b) of the Purchase Agreement, and be non-refundable, except in the event of a Seller default, and credited towards the Purchase Price at Closing. Following receipt by the Title Company of the Additional Deposit, the total amount of the Deposit held by the Title Company shall be \$500,000.00 (and if the Closing Extension Deposit is made, such sum will total \$750,000.00).

8. 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/ Gary Schubert

Name: Gary Schubert

Title: Chief Executive Officer

PURCHASER:

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

By: /s/ Breina Bruck

Name: Breina Bruck

Title: Authorized Signatory