

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 30, 2025**

Super League Enterprise, Inc.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction of
incorporation)*

001-38819
(Commission File Number)

47-1990734
*(IRS Employer
Identification Number)*

**2450 Colorado Avenue Suite, 100E
Santa Monica, California 90404**
(Address of principal executive offices)

(213) 421-1920
(Registrant's telephone number, including area code)

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:

- ☐ 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:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|--------------------------|--|
| Common Stock, par value \$0.001 per share | SLE | 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

On September 30, 2025, Super League Enterprise, Inc. (the “Company”) and Yield Point NY, LLC (the “Purchaser”), entered into Amendment No. 1 to the Secured Convertible Promissory Note (the “Note Amendment”), originally issued on July 10, 2025, pursuant to that certain Securities Purchase Agreement (the “Purchase Agreement”), by and between the Company and the Purchaser, dated therewith. Pursuant to the Note Amendment: (i) the “Conversion Price” was amended to \$5.95, subject to adjustment as set forth in the Note; and (ii) the “Floor Price” was amended to \$1.19. All other terms and conditions of the Note remain in full force and effect. For more information on the Note and the Purchase Agreement, please refer to our Current Report on Form 8-K, filed with the Securities and Exchange Commission on July 14, 2025.

The foregoing summary of the terms and conditions of the Note Amendment is qualified in its entirety by reference to the full text of the Note Amendment, a copy of 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 Index

| Exhibit No. | Description |
|-------------|---|
| 10.1 | Amendment No. 1 to Secured Convertible Promissory Note, dated September 30, 2025, by and between Super League Enterprise, Inc., and Yield Point NY, LLC |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

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 thereunto duly authorized.

Super League Enterprise, Inc.

Date: September 30, 2025

By: /s/ Clayton Haynes

Clayton Haynes
Chief Financial Officer

AMENDMENT NO. 1 TO
CONVERTIBLE PROMISSORY NOTE

THIS AMENDMENT NO. 1 TO CONVERTIBLE PROMISSORY NOTE, dated as of September 30, 2025 (this “**Amendment**”), by and between by Super League Enterprise, Inc., a Delaware corporation (the “**Company**”) and Yield Point NY, LLC, a New York limited liability company (the “**Purchaser**”).

W I T N E S S E T H

WHEREAS, on July 10, 2025, the Company and the Purchaser entered into that certain Securities Purchase Agreement (the “**Purchase Agreement**”), pursuant to which the Company issued that certain Senior Secured Promissory Note in the principal amount of \$4,494,381 (the “**Note**”); and

WHEREAS, the Company and the Purchaser wish to amend the Note on the terms set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree to amend the Agreement as follows:

1. **Definitions; References; Continuation of Agreement.** Unless otherwise specified or amended herein, each term used herein that is defined in the Note shall have the meaning assigned to such term in the Note. Each reference to “hereof,” “hereto,” “hereunder,” “herein” and “hereby” and each other similar reference, and each reference to “this Agreement” and each other similar reference, contained in the Note shall from and after the date hereof refer to the Note as amended hereby. Except as amended hereby, all terms and provisions of the Note shall continue unmodified and remain in full force and effect.

2. **Amendment to Definitions.** The definition of “Floor Price” set forth in Section 1 of the Note is hereby deleted and replaced in its entirety with the following:

“Floor Price” means \$1.19, subject to adjustment for share splits, share dividends, share combinations, recapitalizations or other similar events.

3. **Amendment to Section 4(b).** Section 4(b) of the Note is hereby deleted and replaced in its entirety with the following:

“The conversion price for the principal and interest, if any, in connection with voluntary conversions by the Holder shall be \$5.95 per share of Common Stock, subject to adjustment herein upon the satisfaction of the requisite conditions for such adjustment (the “Conversion Price”).”

4. This Amendment does not modify any of the terms of understanding between Company and the Purchaser regarding the terms and conditions of that certain Exchange Agreement (the “**Exchange Agreement**”), which such Agreement will become effective upon receipt of the approval of the Company’s stockholders at the Company’s 2025 Annual Meeting of Stockholders.

5. Counterparts. This Amendment may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the date first above written.

SUPER LEAGUE ENTERPRISE, INC.

By: /s/ Matt Edelman
Matt Edelman
CEO & President

YIELD POINT NY, LLC

By: /s/ Ari Kluger
Ari Kluger
Authorized Individual

Signature Page to Amendment No. 1 to Senior Convertible Note