

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): February 28, 2022

Live Ventures Incorporated

(Exact name of Registrant as Specified in Its Charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-33937
(Commission File Number)

85-0206668
(IRS Employer
Identification No.)

325 E. Warm Springs Road, Suite 102
Las Vegas, Nevada
(Address of Principal Executive Offices)

89119
(Zip Code)

Registrant's Telephone Number, Including Area Code: (702) 997-5968

(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, \$0.001 par value per share	LIVE	The NASDAQ Stock Market LLC

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.

Introductory Note

On February 28, 2022, ApplianceSmart, Inc. (“ApplianceSmart”), a wholly-owned, indirect subsidiary of Live Ventures Incorporated (“Live Ventures”), emerged from Chapter 11 bankruptcy; in doing so, ApplianceSmart was able to extinguish approximately \$11 million in debt.

As previously disclosed on December 13, 2019, filed a voluntary petition (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The case was administrated under the caption *In re: ApplianceSmart, Inc.* (case number 19-13887). Court filings and other information related to the Chapter 11 Case are available at the PACER Case Locator website for those registered to do so or at the Courthouse located at One Bowling Green, Manhattan, New York 10004. The bankruptcy affected Live Ventures’ wholly-owned, indirect subsidiary ApplianceSmart only; the bankruptcy did not affect any other subsidiary of Live Ventures or Live Ventures itself. As part of the Chapter 11 process, ApplianceSmart expected to work with its lenders and creditors to restructure and or settle, among other indebtedness, secured indebtedness, and other amounts owed of approximately \$11 million.

Item 1.03 Bankruptcy or Receivership.

On December 21, 2021, the Bankruptcy Court entered its Order of Final Decree (the “Final Decree”), confirming and approving ApplianceSmart’s Fourth Amended Plan of Reorganization (including all exhibits thereto, and, as modified by the Final Decree, the “Plan”) that was previously filed with the Bankruptcy Court on December 9, 2019.

The material economic features of the Plan were as follows:

- 1.All outstanding fees due to the United States Trustee were paid in full (\$21,251.16).
- 2.All administrative claims were paid in full (Cigna, \$16,635.72; Life Insurance Company of North America \$11,423.00).
- 3.All priority claims were paid in full (Life Insurance Company of North America, \$24,524.29; Tax Assessor-Collector, Bexar County, Texas, \$15,429.80).
- 4.Pre-petition sales tax claims are being paid with 5% interest per annum, in equal monthly installments for a 60-month period, beginning February 2022 (Minnesota Department of Revenue, \$548,472.48; monthly payments of \$9,141.21; Ohio Department of Taxation, \$10,657.33; monthly payments of \$177.62).
- 5.Post-petition sales tax claims were paid in full to all applicable states (Minnesota Department of Revenue, \$70,482.42; Ohio Department of Taxation, \$150,776.75; Georgia Department of Revenue, \$12,000).
- 6.ApplianceSmart issued to Live Ventures a secured, straight promissory note in the principal amount of its senior secured claim (\$619,883.46), which note bears interest at the rate of 5% per annum (not compounded) and matures on January 31, 2027. All principal and accrued interest are payable in a single balloon payment at maturity. ApplianceSmart’s obligations under the note are secured by a first-priority senior lien in ApplianceSmart’s personal property. A copy of the note is included as Exhibit 10.97.
- 7.JanOne, Inc., as a junior secured creditor, received \$25,000.
- 8.All general unsecured claims were paid pro rata from a fund of \$50,000.
- 9.ApplianceSmart has only one unexpired lease, for the which all outstanding rents were cured prior to the Final Decree.

On February 28, 2022, as the conditions of the Plan were satisfied, the Final Decree was issued by the Bankruptcy Court and ApplianceSmart emerged from Chapter 11. A copy of the Final Decree is included as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
10.97	Promissory Note of ApplianceSmart Inc., in favor of Live Ventures Incorporated dated January 31 2021
99.1	Order of Final Decree of the United States Bankruptcy Court of the Southern District Of New York Dated February 28, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

LIVE VENTURES INCORPORATED

By: /s/ Jon Isaac
Name: Jon Isaac
Title: Chief Executive Officer

Dated: March 3, 2022

\$619,883.46Las Vegas, Nevada
January 10, 2022**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, **APPLIANCESMART, INC.** ("**Maker**"), whose address is 6080 E. Main St, Columbus, Ohio, 43212, promises to pay to the order of **LIVE VENTURES INCORPORATED** ("**Holder**"), whose address is 325 E. Warm Springs Road, Suite 102, Las Vegas, Nevada, 89119, or at such other place as Holder may designate from time to time in writing, the sum of **Six Hundred Nineteen Thousand Eight Hundred Eighty-Three Dollars and Forty Six Cents (\$619,883.46)**, together with interest on the unpaid principal balance under this promissory note (the "**Note**") at the rates set forth below from the date of this Note until paid, according to the terms and conditions that are set forth in this Note.

1. Payments. Maker shall pay Holder the entire principal balance outstanding and accrued interest thereon within sixty (60) months of the date of this Note, no later than January 31 2027 ("**Maturity Date**"). Further, Holder may accelerate the entire unpaid balance of this Note upon the occurrence of an event of default as described in section 5 below.

2. Interest. Interest shall accrue on the unpaid principal balance of this Note at the rate of five percent (5%) per annum.

3. Prepayments. Maker may pay the outstanding principal balance of this Note at any time, in whole or in part, without premium or penalty.

4. Application of Payments. All payments and prepayments that are made under this Note shall be applied first toward the payment and satisfaction of any costs of enforcement incurred by Holder in connection with this Note, second to accrued but unpaid interest, and third toward reduction of the principal balance.

5. Default. Maker shall be in default under this Note if Maker fails to make payment under this Note in full by the Maturity Date and the breach is not cured within fifteen (15) days after Holder notifies Maker of the breach. Upon the occurrence of a default: (i) the entire unpaid principal amount of this Note shall be immediately due and payable; (ii) from the date of default until the default is cured, the interest rate that accrues on the unpaid principal balance of this Note shall increase by two and a half percent (2.5%) per annum above the interest rate contained in section 2 of this Note; and (c) Maker shall pay all costs and expenses that are incurred by Holder (including, but not limited to, a reasonable attorney's fee) to collect past due amounts, whether the costs and expenses are incurred with or without suit, before or after judgment, on appeal or in any bankruptcy or insolvency proceeding.

6. Waiver. Maker: (a) waives any homestead or similar exemption; and (b) agrees that Holder may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the indebtedness evidenced by this Note. No delay or omission on the part of Holder in exercising any right hereunder shall

operate as a waiver of such right or any other rights under this Note. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any such right and remedy or either of them, on any future occasion. TO THE FULLEST EXTENT PERMITTED BY LAW, MAKER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS: (A) UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT OR (B) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENT, AND MAKER AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

7. Liability of Parties under Note. Maker and any other makers, sureties, guarantors and indorsers hereof (and each party comprising one of the foregoing): (a) waive presentment for payment, protest, demand and notice of dishonor and nonpayment of this Note and all other requirements necessary to hold them liable under this Note; (b) consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Holder, on one or more occasions, with respect to the payment or other provisions of this Note; (c) shall be jointly and severally liable for all obligations of Maker under this Note; and (d) shall be obligated as makers and not merely as accommodation parties or guarantors.

8. Interpretation. The provisions of this Note: (a) shall be interpreted and governed in accordance with the local laws of the State of Nevada; and (b) shall be deemed to be independent and severable. The invalidity or partial invalidity of any one provision or portion of this Note shall not affect the validity or enforceability of any other provision of this Note. Time is the essence of this Note.

Maker:

Kent Randall

Name: Kent Randall
Its: In-House Counsel

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

APPLIANCESMART, INC.

Chapter 11
Case No.: 19-13887 (MG)

Debtor.

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ORDER OF FINAL DECREE

The Debtor’s Fourth Amended Plan of Reorganization (the “Plan”) having been filed with the Court (ECF Docket # 145), and the Court having entered an Order Confirming the Plan on December 12, 2021, and it appearing that the Debtor’s estate has been fully administered, it is hereby

ORDERED, that the Debtor shall reserve sufficient funds to pay the office of the United States Trustee the appropriate amount of any quarterly fees due pursuant to 28 U.S.C. § 1930 and any applicable interest due pursuant to 31 U.S.C. § 3717, which fees and interest shall be paid within 10 days from the entry of the order of final decree, and the Debtor shall simultaneously provide to the office of the United States Trustee the appropriate affidavit indicating cash disbursements, if any, for the relevant period and; it is further

ORDERED, that the Chapter 11 case is hereby closed.

**THE UNDERSIGNED HAS NO
OBJECTION TO ENTRY OF
THE FOREGOING ORDER**

**UNITED STATES TRUSTEE FOR
THE SOUTHERN DISTRICT OF
NEW YORK**

BY: /s/ Paul Schwartzberg
Paul Schwartzberg
Office of the United States Trustee
201 Varick Street, Suite 1006
New York, NY 10014-4811

IT IS SO ORDERED.

Dated: February 28, 2022
New York, New York

/s/ **Martin Glenn**
MARTIN GLENN
United States Bankruptcy Judge

