

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## Odyssey Group International, Inc.

**Form: 8-K**

**Date Filed: 2021-01-28**

Corporate Issuer CIK: 1626644

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

January 22, 2021

Date of Report (Date of earliest event reported)

**ODYSSEY GROUP INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

**333-200785**

(Commission File Number)

**Nevada**

(State or other jurisdiction of incorporation)

**47-1022125**

(I.R.S. Employer Identification No.)

**2372 Morse Ave., Irvine, CA**

(Address of principal executive offices)

**92614**

(Zip Code)

**(619) 832-2900**

(Registrant's telephone number, including area code)

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))

**Securities registered pursuant to Section 12(b) of the Act: None**

Title of each Class	Trading Symbol	Name of each exchange on which registered
N/A	N/A	N/A

**Securities registered pursuant to Section 12(g) of the Act:**

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common Stock (\$0.001 par value)	ODYD	OTC

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 January 22, 2021, Odyssey Group International, Inc. entered into Amendment No. 1 to the Warrant (the "LGH Warrant") with LGH Investments, LLC, a Wyoming limited liability company, that was entered into on December 11, 2020.

The LGH Warrant Agreement is amended to replace Section 2.2 Subsequent Equity Sales to read as follows: "[RESERVED]".

**Item 9.01 Financial Statements and Exhibits**

**Exhibit No. Description**

10.1 [Amendment No. 1 to the Warrant Agreement, dated December 11, 2020, by and between Odyssey Group International, Inc. and LGH Investments, LLC](#)

**SIGNATURE**

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.

**ODYSSEY GROUP INTERNATIONAL, INC.**

Date:  
January 28, 2021

By:

/s/ Joseph Michael Redmond

Name: Joseph Michael Redmond

Title: Chief Executive Officer

**AMENDMENT No. 1**  
TO  
**WARRANT**

This AMENDMENT No. 1 (this "**Amendment**") is entered into by and between Company and Purchaser (each as defined below), effective as of January 22, 2021 (the "**Effective Date**"), binding on the undersigned parties as of that date.

**RECITALS**

On December 11, 2020, Odyssey Group Intl, Inc. ("**Company**") and LGH Investments, LLC ("**Purchaser**") entered into a securities purchase agreement whereby Purchaser acquired a convertible promissory Warrant in the amount of \$165,000.00 and a warrant with rights to acquire another 470,000 shares of common stock of the Company (the "**Warrant**"). Capitalized terms not otherwise defined have the meaning set forth in the Warrant.

**WHEREAS**, the Warrant contains certain anti-dilutive provisions the Company wishes to remove.

**WHEREAS**, the Company and Purchaser desire to remove those certain anti-dilutive provisions from the Warrant.

**WHEREAS**, in exchange for removing the aforementioned provisions, the Company will issue to Purchaser 100,000 shares of the Company's common stock (the "**Shares**").

**WHEREAS**, the parties have agreed to the amendment of the Warrant and issuance of the Shares subject to the conditions contained herein.

**AGREEMENT**

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

1. **Section 2.2 Subsequent Equity Sales.** The Warrant shall be amended to replace Section 2.2 to read as follows: "[RESERVED]"
2. **Other Acknowledgments.** The Purchaser and the Company each acknowledge and warrant that the Company has not received any consideration for the transactions contemplated by this Amendment. Pursuant to Rule 144 promulgated by the Commission pursuant to the Securities Act and the rules and regulations promulgated thereunder as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule 144, the holding period of the Shares tacks back to the issue date of the Warrant. The Company hereby confirms that the Purchaser (who is amending the Warrant) currently is not and will not be upon closing of this Amendment (individually or together as a group) deemed an "affiliate" as defined in Rule 144. The Company, nor its counsel or agents agrees not to take a position contrary to this paragraph.
3. **Effectiveness; Conflict.** Except as modified hereby, the Warrant and terms thereof shall remain in full force and effect. On and after the effectiveness of this Amendment, each reference in the Warrant to "this Warrant," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Warrant, as amended by this Amendment. To the extent the terms of this Amendment conflict with any provision of the Warrant or any of the documents referenced therein, then the provisions of this Amendment shall control.
4. **Counterparts.** This Amendment may be executed by facsimile transmission and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**COMPANY**  
ODYSSEY GROUP INTL, INC.

By: /s/ Joseph Redmond, CEO  
Joseph Redmond, CEO

**PURCHASER**  
LGH INVESTMENTS, LLC

By: /s/ Lucas Hoppel  
Lucas Hoppel, Authorized Signer

