

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): April 18, 2016

TREE TOP INDUSTRIES, INC.

(Exact name of Registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation)

000-10210
(Commission
File Number)

83-0250943
(IRS Employer
Identification No.)

3887 Pacific Street
Las Vegas, NV
(Address of principal executive offices)

89121
(Zip Code)

Registrant's telephone number, including area code: **(212) 204-7926**

N/A
(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))
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Item 1.01. Entry into a Material Definitive Agreement.

On April 18, 2016 (“Execution Date”), Tree Top Industries, Inc. (the "Company"), a Nevada Corporation, and GoFun Group, Ltd, (“GoFun”), a BVI Corporation, entered into an acquisition agreement (“Acquisition Agreement”). Pursuant to the Acquisition Agreement, the Company will acquire assets of GoFun, specifically several restaurants in Hong Kong, as well as a prepared foods on-line to offline business, central kitchen and other assets, in an all stock purchase. GoFun is to provide professional CPA prepared financials in accordance with GAAP, with the oversight of the Company’s independent public accountants. GoFun is also to provide and present a detailed business plan within sixty days for review by the Company’s Board of Directors. The final purchase price of the acquisition is subject to a third party valuation and further conditions to closing.

The descriptions of the terms of the Acquisition Agreement do not purport to be complete and are qualified in their entirety by the Acquisition Agreement, a copy of which is included as an Exhibit hereto.

Prior to the Execution Date, the Company’s interaction, other than the negotiation of the Acquisition Agreement, with GoFun was related to the negotiation and execution of the non-binding letter of intent described in the Company’s Form 8-K filed on February 26, 2016.

Item 9.01 Financial Statements and Exhibits

(a) Exhibits

10.1 The Acquisition Agreement, dated April 18, 2016, by and between Tree Top Industries, Inc. and GoFun Group Ltd.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TREE TOP INDUSTRIES, INC.

Date: April 22, 2016

By: /s/ David Reichman
David Reichman, Chairman and CEO

Agreement for Acquisition of "GOFUN" Companies.

Tree Top Industries, Inc., hereafter referred to as "TTI" a U.S. publicly traded company, and Gofun Group, Ltd., a BVI Corporation hereinafter referred to as "Gofun".

A - GoFun:

- 1 - **GoFun** will provide a detailed business plan within the next sixty (60) days from date of this Agreement.
- 2 - **GoFun** will provide, through their independent CPA, financial documentation inclusive of annual Income and Expense, Balance Sheet and other pertinent financial data for the immediate two preceding calendar years (2014 and 2015). Presentation to be made to TTI in Hong Kong within thirty (30) days.
- 3 - **GoFun** will work with **TTI** , to establish a reasonable time schedule to tour/visit properties outside of Hong Kong which include office, operations and vendors.
- 4 - **GoFun** will assist in obtaining and/or providing all governmental approvals as required by the transaction.
- 5 - **GoFun** management will remain fully responsible for all Hong Kong and affiliated Operations until such other agreement is made in writing.
- 6 - **GoFun** will received three (3) Board seats in **TTI** subsidiary which receives the assets of this acquisition.
- 7 - **GoFun** will receive two (2) Board seats on the **TTI** parent Board as and when the first assets are acquired by **TTI** subsidiary.
- 8 - **GoFun** will receive restricted common shares of stock or preferred stock of the subsidiary and/or the parent **TTI** in payment for the acquired assets, subject to further discussion.
- 9 - **GoFun** and **TTI** shall each have its accountants, attorneys or other personnel appropriate in its judgment, value the assets of the acquisition. It being the understanding of the parties to this agreement that regardless of valuation issues, **TTI** will remain with a minimum of 20% non-dilutive interest in the subsidiary after spin-out, or of the parent after spin-out of all subsidiaries.
- 10 - **GoFun** and **TTI** agree that it is the intent of each not to create or cause a reverse-merger, the effect of which would require futher negotiation before allowing or agreeing to same.
- 11 - **GoFun** acknowledges it has full knowledge of recent filings by **TTI** most recent and historical and has read and understands the implications or effects thereof.
- 12 - **GoFun** acknowledges that the timing of the acquisition(s) is of importance to both parties and will do its part to facilitate timely preparation of documentations, management coordination, etc.
- 13 - **GoFun** acknowledges that it is fully cognizant of the Company's filings to date.

B - ***TTI***

1 - ***Tree Top*** will create a wholly-owned subsidiary for the planned acquisitions, with a capitalization structure of approximately: 350,000,000 authorized common shares at \$0.001 par value, and 50,000 shares of preferred stock with a \$0.001 par value.

2 - ***Tree Top*** management will assist GoFun in its preparation of the Business Plan to be presented to ***TTI*** Board of Directors.

3 - ***Tree Top*** will continue to be responsible for all administrative management of the company.

4 - ***TTI*** Accounting and Auditing will be provide technical consulting to GoFun's external CPA in his accounting and other financial report preparation, such that the data will be acceptable to US SEC reporting requirements.

5 - ***TTI*** will elect two (2) ***GoFun*** Directors to parent Board at the time of initial acquisition,

6 - ***TTI*** will cause three (3) ***GoFun*** representatives to be elected to Board of the Subsidiary.

7 - ***TTI*** management will add ***GoFun*** Business Plan presentation to the Agenda of the Board meeting after Agreement on the plan between the parties has been accomplished.

8 - ***TTI*** shall Acquire Assents of ***GoFun*** Company a/o Group by issuance of common stock of ***TTI*** , a/o preferred convertible shares, or Notes Payable, not to exceed GoFun receiving 80% shares of the parent or subsidiary subject to the valuation agreement by both parties.

9 - Capital raise, Development/demo project and Valuation process should allow for ***TTI*** to apply for listing on "Amex" within 12 months, or as soon thereafter as the ***Company*** , ***TTI*** and ***G oFun*** , meet all requirements.

10 - ***TTI*** will make available its currency for Capital Raise subject to Agreement.

11 - ***TTI*** will make available any credit facility which it has or obtains, with an upper limit not to exceed 80% of said facility, and subject to reasonable terms determined by the Board of ***TTI***.

12 - This contract and any disputes hereunder shall be governed by the laws of the State of New York, excluding any principles of conflicts of laws. The exclusive forum for any hereunder shall be the state and federal courts in the City of New York, State of New York.

13 - This contracts is not voidable, shall not be cancellable due to any inconsistency herein. The parties to this agreement acknowledge and agree to restate any voidable paragraph, such that the presence of such inconsistent or voidable paragraph does not void or make this contract voidable. Subject to modification due to regulatory governmental or other matter not foreseen by the parties at execution.

Agreed and Consented to this 18 day April 2016.

David Reichman
/s/ David Reichman

Tree Top Industries, Inc

By: /s/ David Reichman
David Reichman, Chair & CEO

WITNESSETH: /s/ Joseph Fong
Joseph Fong

Sam Tam
/s/ Sam Tam

Elaine Cheng

/s/ Elaine Cheng

GOFUN Group Limited
/s/Sam Tam
By: /s/ GOFUN Group Limited

/s/ Joseph Fong
Joseph Fong
