
**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): June 30, 2016

Life Clips, Inc.

(Exact Name of Registrant as Specified in Charter)

Wyoming
*(State or Other Jurisdiction
of Incorporation)*

333-198828
*(Commission
File Number)*

46-2378100
*(IRS Employer
Identification No.)*

**233 S. Sharon Amity Rd., Suite 201
Charlotte, North Carolina 28211**
(Address of Principal Executive Offices, including zip code)

800-292-8991
(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 (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))
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Item 1.01 Entry into a Material Definitive Agreement.

On June 30, 2016, Life Clips, Inc. (the “ **Company** ”), Batterfly Energy Ltd. (“ **Batterfly** ”) and all of the shareholders of Batterfly entered into Amendment No. 1 to Stock Purchase Agreement (the “ **Amendment** ”). The Amendment modifies the previously disclosed Stock Purchase Agreement by and among the Company, Batterfly and the shareholders of Batterfly, dated as of June 10, 2016 (the “ **Purchase Agreement** ”), pursuant to which the Company will acquire all of the outstanding capital stock of Batterfly (the “ **Acquisition** ”), an Israel-based corporation that develops and distributes a single-use, cordless battery for use with cellular phones and other mobile devices, in exchange for consideration in the form of cash, stock and a promissory note.

The Amendment extends from June 30, 2016 to July 14, 2016 the date after which any party to the Purchase Agreement may terminate the Purchase Agreement if the Acquisition has not closed by such date. While the closing of the Acquisition remains subject to various customary closing conditions, the Israeli tax authorities have granted preliminary approval of the tax treatment for the Acquisition being sought by Batterfly’s shareholders, and accordingly, the Company expects the closing of the Acquisition to occur during the week of July 11, 2016.

The Amendment does not alter, amend or change any other provision of the original Purchase Agreement. There is no material relationship between the Company or its affiliates, on the one hand, and Batterfly or Batterfly’s shareholders, on the other hand, other than in respect of the Acquisition.

This description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the terms of the Amendment, which is attached hereto as Exhibit 2.1 and incorporated herein by this reference.

Forward-Looking Statements

In addition to statements of current and historical facts, this Current Report on Form 8-K contains forward-looking statements. The words “forecast,” “will,” “intend,” “anticipate,” “project,” “intend,” “expect,” “should,” “believe” and similar expressions are intended to identify forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties, assumptions and other factors, including those discussed in “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Company’s annual report on Form 10-Q and quarterly reports on Form 10-Q filed with the Securities and Exchange Commission, which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Additionally, Accordingly, the Company cannot give any assurances that the transaction will close because the completion of the acquisition is subject to customary closing conditions, a number of which may not be within the company’s control and which may prevent, delay or otherwise materially adversely affect the completion of the transaction. We cannot predict with certainty when and if all of the required closing conditions will be satisfied or if another uncertainty may arise. All forward-looking statements should be evaluated with an understanding of their inherent uncertainty. Except as required by law, we assume no obligation to publicly update or revise these forward-looking statements for any reason, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Amendment No. 1 to Stock Purchase Agreement by and among Batterfly Energy Ltd., Life Clips, Inc. and the Shareholders of Batterfly Energy Ltd., dated as of June 30, 2016

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.

LIFE CLIPS, INC.

Date: July 7, 2016

By: /s/ Robert Gruder

Robert Gruder
Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
2.1	Amendment No. 1 to Stock Purchase Agreement by and among Butterfly Energy Ltd., Life Clips, Inc. and the Shareholders of Butterfly Energy Ltd., dated as of June 30, 2016

**AMENDMENT NO. 1 TO
STOCK PURCHASE AGREEMENT**

This AMENDMENT NO. 1 (this “**Amendment**”) is effective as of June 30, 2016 (the “**Amendment Effective Date**”), by and among LIFE CLIPS, INC., a Wyoming corporation (“**Buyer**”), BATTERFLY ENERGY LTD., a company limited by shares incorporated under the laws of the State of Israel (the “**Company**”), and the undersigned shareholders of the Company (the “**Sellers**”). Buyer, the Company and the Sellers are each, individually, a “**Party**” and, collectively, the “**Parties**.” Capitalized terms used in this Amendment but not defined herein shall have the same meanings as set forth in the Purchase Agreement, as hereinafter defined.

RECITALS

WHEREAS, the Parties entered into that certain Stock Purchase Agreement dated as of June 10, 2016 (the “**Purchase Agreement**”); and

WHEREAS, the Parties desire to amend the Purchase Agreement to extend to a later date the date on which a Party may terminate the Purchase Agreement under Article 8 thereof;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Parties to this Amendment hereby agree as follows:

1. AMENDMENT OF PURCHASE AGREEMENT

The Purchase Agreement is hereby amended as follows as of the Amendment Effective Date:

Section 8.1(f) is amended by removing the date “June 30, 2016” and replacing it with “July 14, 2016.”

2. MISCELLANEOUS

(a) Legal Effect. Other than as amended hereby, the Purchase Agreement remains in full force and effect and unmodified.

(b) Counterparts. This Amendment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the Parties hereto, each of which counterparts will be deemed an original, but all of which counterparts together will constitute one and the same agreement.

(c) Governing Law. This Amendment shall be governed by North Carolina law without regard to any jurisdiction’s conflict-of-laws principles.

[*Signature page follows* .]

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

BUYER:

Life Clips, Inc.

By: /s/ Robert Gruder
Name: Robert Gruder
Title: Chief Executive Officer

THE COMPANY:

Batterfly Energy Ltd.

By: /s/ Daniel Assis
Name: Daniel Assis
Title: /s/ CEO

SELLERS:

/s/ Nataly Assis
Nataly Assis

/s/ Itay Hasid
Itay Hasid

/s/ Elad Ronen
Elad Ronen

/s/ Shirel Dahan
Shirel Dahan

Signature page to Amendment No. 1 to Stock Purchase Agreement
