

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): December 13, 2013

NATHAN'S FAMOUS, INC.

(Exact name of registrant as specified in its charter)

Delaware

1-3189

11-3166443

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

One Jericho Plaza, Jericho, New York

11753

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (516) 338-8500

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 (*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))

Item 1.01 Entry into a Material Definitive Agreement.

On December 13, 2013, Nathan's Famous, Inc., a Delaware corporation (the "Company") and Mutual Securities, Inc. ("MSI") entered into an agreement pursuant to which MSI has been authorized on the Company's behalf to purchase shares of the Company's common stock, \$.01 par value (the "Common Stock") having a value of up to an aggregate of five million dollars (\$5,000,000), which purchases may commence on December 23, 2013. The Agreement was adopted under the safe harbor provided by Rule 10b5-1 and Rule 10b-18 of the Securities Exchange Act of 1934, as amended in order to assist the Company in implementing its previously announced stock purchase plans for the purchase of up to an aggregate eight hundred thousand (800,000) shares, under which, as of the close of business on December 12, 2013, an aggregate of three hundred sixteen thousand eight hundred seventy two (316,872) shares are still available for purchase.

Item 9.01. Financial Statement and Financial Exhibits.

Exhibit 99.1. 10b5-1 Issuer Repurchase Instructions.

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.

Dated: December 13, 2013

NATHAN'S FAMOUS, INC.

By: /s/ Ronald DeVos

Name: Ronald DeVos
Title: Vice President Finance and Chief Financial Officer
(Principal Financial Officer and Accounting Officer)

10b5-1 Issuer Repurchase Instructions

Issuer Securities Repurchase Instructions, dated December 13, 2013 (the "Instructions"), between Nathan's Famous, Inc. (the "Issuer") and Mutual Securities, Inc. (the "Broker").

WHEREAS, Issuer has previously publicly announced Securities Repurchase Programs (the "Programs") for the repurchase of up to 800,000 shares of its common stock, par value \$0.01 per share (the "Common Stock");

WHEREAS, pursuant to the Programs, three hundred sixteen thousand eight hundred seventy two (316,872) shares of Common Stock remain available for repurchase as of the close of business on December 12, 2013.

WHEREAS, as part of the Programs for the repurchase of its Common Stock, Issuer desires to implement the instructions set forth herein (the "Instructions"); and

WHEREAS, Issuer desires to appoint Broker as its single broker to repurchase shares of Common Stock on its behalf in accordance with these Instructions and the Program;

NOW, THEREFORE, the Issuer and Broker hereby agree as follows:

1. **Trading Requirements**

(a) Broker shall effect a repurchase (each a "Purchase") of shares of Common Stock on each day on which the Nasdaq Global Market ("Nasdaq") is open for trading at a price not in excess of the price per share limitations set forth in Schedule A to this Agreement.

(b) Broker shall purchase shares of Common Stock on the open Nasdaq market or in block purchases, subject to the (i) price per share and volume limitations set forth in Schedule A to this Agreement, (ii) the termination provisions for these Instructions as set forth in Section 2 below, and (iii) any other limitation as set forth in these Instructions.

2. **Effective Date/Termination**. The Instructions shall become effective as of December 23, 2013, and shall terminate upon the earlier of:

(a) December 22, 2014;

(b) such time as the aggregate purchase price for all shares of Common Stock purchased under these Instructions equals Five Million Dollars (\$5,000,000), including without limitation all applicable fees, costs and expenses;

(c) the receipt of written notice from the Issuer requesting the termination of the Instructions; provided that Issuer may request termination under this subsection 2(c) whenever a failure to do so would cause or contribute to, or allow or contribute to the continuation of, a breach of a covenant or obligation of Issuer in connection with any obligation other than those arising solely under these Instructions; or

(d) any time any trade contemplated hereunder shall result in a violation of, or adverse consequences under, applicable securities laws.

3. **Representations and Warranties.**

(a) Issuer represents and warrants that the Purchase of Common Stock pursuant to these Instructions has been duly authorized by the Issuer and is consistent with the Issuer's Program.

(b) Issuer understands that Broker may not be able to effect a Purchase due to a market disruption or a legal, regulatory or contractual restriction applicable to the Broker, in contrast with an exercise of discretion by Broker. If any Purchase cannot be executed due to a market disruption, a legal, regulatory or contractual restriction applicable to the Broker or any other event, Broker shall effect such Purchase as promptly as practical after the cessation or termination of such market disruption, applicable restriction or other event.

(c) Issuer represents and warrants that it is not aware of material, nonpublic information and is entering into these Instructions in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(d) Issuer agrees that it shall not, directly or indirectly, communicate any information relating to the Common Stock or the Issuer to any employee of Broker or its affiliates who is involved, directly or indirectly, in executing these Instructions at any time while these Instructions are in effect. Issuer acknowledges and agrees that it does not have, and shall not attempt to exercise, any influence over how, when or whether to effect purchases of Common Stock pursuant to these Instructions.

(e) Broker agrees to notify Issuer by telephone and email, at the following number and e-mail address, of a Purchase pursuant to these Instructions within 24 hours of any such purchase:

Nathan's Famous, Inc.

Ronald G. DeVos

516-338-8500

Email Address: redevos@nathansfamous.com

(f) Broker agrees to make appropriate arrangements with the Issuer and its transfer agent to arrange for the delivery of the shares of Common Stock purchased pursuant to these Instructions.

4. **Compliance with the Securities Laws.**

It is the intent of the parties that these Instructions comply with the requirements of Rule 10b5-1(c)(1)(i)(B) and (c)(2) under the Exchange Act, and these Instructions shall be interpreted to comply with the requirements of Rule 10b5-1(c).

5. **Confidentiality.** "Confidential Information" means these Instructions and all information disclosed by the Issuer to the Broker, in writing, orally or by inspection of tangible media. Confidential Information shall not include any information which (a) was publicly known prior to the time of disclosure; (b) becomes publicly known after disclosure by the Issuer through no wrongful action or omission of the Broker; (c) is obtained by the Broker from a third party without breach of such third party's obligations of confidentiality; or (d) is independently developed by the Broker without access to the Issuer's Confidential Information. Broker agrees (i) not to use or disclose to any third party Confidential Information for any purpose other than as contemplated by these Instructions, and (ii) to use reasonable efforts to protect the secrecy of and avoid unauthorized use and disclosure of the Confidential Information, including without limitation, using at least the same degree of care it uses to protect its own confidential information. Notwithstanding the foregoing, Broker may use or disclose Confidential Information to the extent necessary to exercise its rights or fulfill its obligations hereunder, and/or to comply with applicable governmental regulations; provided that if Broker is required by law to make any public disclosure of Confidential Information to the extent it may legally do so, it will give reasonable advance notice to the Issuer of such disclosure and will use its reasonable efforts to secure confidential treatment of Confidential Information prior to its disclosure.

6. **Modification.** These Instructions may be modified by Issuer provided such modification (1) is in writing; (ii) is made in good faith and not as a part of a plan or scheme to evade prohibitions of Rule 10b-5; and (iii) is in accordance with the terms of the Program.

7. **Governing Law.** These Instructions shall be governed by and constructed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have signed these Instructions as of the date first written above.

Nathan's Famous, Inc.

By: /s/ Eric Gatoff
Name: Eric Gatoff
Title: Chief Executive Officer

Mutual Securities, Inc.

By: /s/ Julie Cohen
Name: Julie Cohen
Title: Chief Compliance Officer

