

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 6, 2017

Nathan's Famous, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-35962 (Commission File Number)	11-3166443 (IRS Employer Identification No.)
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One Jericho Plaza, Jericho, New York (Address of Principal Executive Offices)	11753 (Zip Code)
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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))

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 December 6, 2017 Nathan's Famous, Inc. (the "Company") and Howard M. Lorber, the Company's Executive Chairman, entered into an amendment of Mr. Lorber's employment agreement with the Company. The only changes to the employment agreement as a result of the amendment are that the term of the employment agreement is extended from December 31, 2017 to December 31, 2022 and the base compensation of Mr. Lorber will be \$1,000,000 per annum.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

To the extent applicable, the information provided under Item 1.01 Entry Into a Material Definitive Agreement is incorporated into this Section by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amendment, dated as of December 6, 2017, to the Employment Agreement, dated as of December 15, 2006, as amended November 1, 2012, between Howard M. Lorber and Nathan's Famous, Inc.

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.

December 12, 2017

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)

**AMENDMENT NUMBER 2
TO
EMPLOYMENT AGREEMENT**

This Amendment (the "Amendment"), dated December 6, 2017, to the Employment Agreement dated as of December 15, 2006, as amended November 1, 2012 (as so amended, the "Agreement"), by and between Nathan's Famous, Inc., a Delaware corporation, with its principal office located at One Jericho Plaza, Jericho, New York 11753 (together with its successors and assigns permitted under this Agreement, "Nathan's"), and Howard M. Lorber who resides at 8061 Fischer Island, Miami, Florida 33109 ("Lorber"), is made by and among Nathan's and Lorber.

WITNESSETH:

WHEREAS, the parties wish to amend the Agreement in order to (i) increase the cash compensation of Lorber without additional grants of restricted shares and (ii) further extend the termination date of the Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

2. **Amendment to Salary.** Section 5 of the Agreement is hereby amended to read in its entirety as follows:

Lorber shall receive from Nathan's a salary, at the rate of \$1,000,000 per annum.

3. **Termination.** Section 2(b) of the Agreement shall be amended by replacing "December 31, 2017" with "December 31, 2022."

4. **Restricted Stock.** The current language in Section 8(a) of the Agreement will be deleted.

5. **Limited Nature of Amendments and Waivers.** The Amendment is limited as provided herein and does not extend to any other provisions of the Agreement not specified herein nor to any other matter. Except as expressly amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

6. **Effectiveness.** This Amendment shall become effective as of January 1, 2018.

7. **Counterparts; Execution.** This Amendment may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment.

8. **Governing Law.** This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without reference to principles of conflict of laws.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

NATHAN'S FAMOUS, INC.

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

/s/ Howard M. Lorber
Howard M. Lorber