
**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: July 10, 2014
(Date of earliest event reported)

Turtle Beach Corporation
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

001-35465
(Commission
File Number)

27-2767540
(IRS Employer
Identification Number)

100 Summit Lake Drive, Suite 100
Valhalla, New York 10595
(Address of principal executive offices)

914-345-2255
(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:

- 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.

Only July 10, 2014, Turtle Beach Corporation (the “Company”), SG VTB Holdings, LLC, the Company’s largest shareholder, Juergen Stark, the Company’s Chief Executive Officer, certain trusts established by Ronald Doornink, the Company’s Chairman of the Board, and certain of his family members and certain other shareholders of the Company (collectively, the “Extending Shareholders”) entered into an amendment (the “Amendment”) to the Stockholder Agreement, dated August 5, 2013, by and among the Company and the Company stockholders named therein and the Lock-Up Agreement, dated January 14, 2014 by and between the Company, VTB Holdings, Inc. and Juergen Stark. Pursuant to the Amendment, among other things, the Extending Shareholders have agreed to extend lock-up restrictions regarding their sale or other disposition of shares of the Company’s stock from July 16, 2014 to April 1, 2015, subject to certain exceptions, including limited sales through privately negotiated block trades (the “Lock-Up Extension”).

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 8.01 – Other Events.

On July 10, 2014, the Company issued a press release announcing the Lock-Up Extension, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 – Financial Statements and Exhibits**(d) Exhibits**

10.1 Stockholder Agreement, dated August 5, 2013, by and among the Company and the stockholders named therein (incorporated by reference to Exhibit 99.1 to the Company’s Current Report on Form 8-K as originally filed on August 5, 2013, as amended by the Company’s Current Report on Form 8-K/A filed on August 8, 2013).

10.2 Amendment No. 1 to the Stockholder Agreement, dated July 10, 2014, by and among the Company and the Extending Shareholders.

99.1 Press release dated July 10, 2014.

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.

Dated: July 10, 2014

TURTLE BEACH CORPORATION

By: /s/ Juergen Stark

Juergen Stark

Chief Executive Officer and President

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Stockholder Agreement, dated August 5, 2013, by and among the Company and the stockholders named therein (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K as originally filed on August 5, 2013, as amended by the Company's Current Report on Form 8-K/A filed on August 8, 2013).
10.2	Amendment No. 1 to the Stockholder Agreement, dated July 10, 2014, by and among the Company and the Extending Shareholders.
99.1	Press release dated July 10, 2014.

FIRST AMENDMENT TO STOCKHOLDER AGREEMENT

THIS FIRST AMENDMENT TO THE STOCKHOLDER AGREEMENT (this "Amendment") is dated as of July 10, 2014, and amends the Stockholder Agreement, dated as of August 5, 2013, by and among Turtle Beach Corporation, a Nevada corporation (the "Corporation") and certain stockholders of the Corporation (the "Original Agreement"). Capitalized terms used, but not defined, herein shall have the respective meanings assigned to such terms in the Original Agreement.

WHEREAS, the Corporation and certain of the Stockholders desire to amend certain provisions of the Original Agreement pursuant to Section 11(i) thereof and upon such terms as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual consents and obligations hereinafter set forth, the parties hereby agree as follows:

Section 1. Extension of the Lock-Up Expiration Date. Juergen Stark hereby agrees that the Lock-Up Expiration Time (as such term is defined in that certain Lock-Up Agreement, dated January 14, 2014 (the "Lock-Up Agreement"), by and between the Corporation, VTB Holdings, Inc. and Juergen Stark) under the Lock-Up Agreement shall be extended with respect to his Lock-Up Shares to April 1, 2015 and the Corporation and each of the undersigned stockholders (together with Juergen Stark, the "Stockholders") hereby agrees that the Lock-Up Expiration Date shall be extended with respect to such Stockholder and its Lock-Up Shares to April 1, 2015; provided, that, such extensions shall not prevent a Stockholder from transferring: (a) Lock-Up Shares to a single transferee through a privately negotiated transaction with a total market value of at least \$200,000 that is executed apart and away from the open or electronic markets (a "Block Trade") where such transferee enters into a 12-month lock-up agreement with respect to such Lock-Up Shares on terms and conditions reasonably satisfactory to the Corporation, (b) up to the percentage set forth on its signature page hereto (its "Pro Rata Portion") of 300,000 Lock-Up Shares per quarter through Block Trades where the transferee does not enter into such a lock-up agreement (an "Unrestricted Block Trade"); and (c) up to its Pro Rata Portion of 30,000 Lock-Up Shares per week (such portion, its "Weekly Allocation") other than through Block Trades; provided, that, following any Unrestricted Block Trade by such Stockholder, such Stockholder may not transfer any Lock-Up Shares pursuant to this subsection (c) until such time as (x) the aggregate number of shares that would have otherwise been available in such Stockholder's Weekly Allocation following such Unrestricted Block Trade equals (y) the aggregate number of Lock-Up Shares transferred by such Stockholder in any Unrestricted Block Trades.

Section 2. Termination of Observer Rights. Section 10(d) of the Original Agreement is hereby deleted in its entirety.

Section 3. Amendments. No amendment or waiver of any provision of this Amendment or the Original Agreement that would adversely affect the rights, impose any new obligations or materially increase any existing obligations of any Significant Stockholder (as defined below) under the Original Agreement (as amended from time to time), whether or not disproportionately to any other Stockholder, shall be binding upon such Significant Stockholder unless he, she or it has consented in writing to such amendment or waiver. The term "Significant Stockholder" shall mean any Stockholder that owns at least 1,500,000 shares of Common Stock (as adjusted for any forward or reverse stock split, stock dividend or similar transaction).

Section 4. Due Authorization. Each party hereby represents and warrants to the other parties hereto that (a) this Amendment has been duly and validly authorized, executed and delivered by such party, and no other action is required by such party to consummate the valid and binding execution and delivery of this Amendment to the other parties hereto and (b) such party has the full legal right, power, capacity, and authority to enter into this Amendment.

Section 5. Miscellaneous. Except as expressly modified hereby, all other terms and provisions of the Original Agreement shall remain in full force and effect and shall govern the conduct of the parties hereto. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that State. This Amendment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The failure of any Stockholder to execute this Amendment does not make it invalid as against any other Stockholder. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and other documents as any other party hereto reasonably may request in order to carry out the provisions of this Amendment and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

TURTLE BEACH CORPORATION:

By: /s/Juergen Stark

Name: Juergen Stark

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

SG VTB HOLDINGS, LLC

(Print Name of Stockholder)

/s/ Kenneth A. Fox

(Signature)

Kenneth A. Fox, Managing Member

(Print name and title if signing on behalf of an entity)

Pro Rata Portion: 51.13%

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

Juergen Stark

(Print Name of Stockholder)

/s/ Juergen Stark

(Signature)

(Print name and title if signing on behalf of an entity)

Pro Rata Portion: .13%

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

Carmine Bonanno

(Print Name of Stockholder)

/s/ Carmine Bonanno

(Signature)

(Print name and title if signing on behalf of an entity)

Pro Rata Portion: 19.35%

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

Frederick T. Romano

(Print Name of Stockholder)

/s/ Frederick T. Romano

(Signature)

(Print name and title if signing on behalf of an entity)

Pro Rata Portion: 19.35%

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

Martha M. Doornink Irrevocable Trust, Dated November 30, 2012

(Print Name of Stockholder)

/s/ Lonm Selbst

(Signature)

Lonm Selbst, Vice President of the Goldman Sachs Trust
Company of Delaware as Trustee of the Martha M. Doornink
Irrevocable Trust

(Print name and title if signing on behalf of an entity)

Pro Rata Portion: 3.34%

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

Ronald Doornink Irrevocable Trust, Dated November 30, 2012
(Print Name of Stockholder)

/s/ Lonm Selbst
(Signature)

Lonm Selbst, Vice President of the Goldman Sachs Trust
Company of Delaware as Trustee of the Ronald Doornink
Irrevocable Trust
(Print name and title if signing on behalf of an entity)

Pro Rata Portion: 3.34%

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

STOCKHOLDER:

Ronald T. Doornink Revocable Living Trust, Dated December 17, 1996
(Print Name of Stockholder)

/s/ Ronald T. Doornink
(Signature)

Ronald T. Doornink as Trustee of the Ronald T. Doornink Revocable
Living Trust, Dated December 17, 1996
(Print name and title if signing on behalf of an entity)

Pro Rata Portion: 3.36%

CONFIDENTIAL DRAFT

TURTLE BEACH CORPORATION ANNOUNCES EXTENSION OF LOCK-UP AGREEMENTS

SAN DIEGO, CALIFORNIA, July 10, 2014 — Turtle Beach Corporation (NASDAQ: HEAR), a leading innovator of audio products and solutions, today announced that certain shareholders of Turtle Beach holding a majority of the shares outstanding have agreed to a voluntary extension of the lock-up restrictions regarding the sale or other disposition of their shares of the company's stock, originally agreed to in connection with the company's January 2014 merger. The lock-up period end date has been extended from July 16, 2014 to April 1, 2015, subject to certain limited exceptions.

The group of shareholders that voluntarily participated in the lock-up extension represents more than approximately 72.4% of the company's outstanding shares and includes SG VTB Holdings, LLC, the company's largest shareholder, the two founders of Turtle Beach's headset business, the company's Chairman of the Board and the company's Chief Executive Officer.

Juergen Stark, Chief Executive Officer of Turtle Beach, commented, "We are extremely pleased with the progress Turtle Beach has made since the merger in January and we continue to be very excited about the host of growth opportunities that lie ahead. With the significant amount of stock due to come unlocked next week, myself and other insiders wanted to demonstrate to our fellow shareholders our belief in the future of Turtle Beach by voluntarily extending our lock-up by another eight and a half months."

- Approximately 30.2 million shares of common stock, representing approximately 72.4% of the total outstanding shares of Turtle Beach, will remain locked-up through April 1, 2015.
- Approximately 11.4 million shares of common stock, representing approximately 27.4% of the total outstanding shares, make up the company's publicly tradable float.
- The company's outstanding share count as of April 29, 2014 was approximately 41.6 million.

About Turtle Beach Corporation

Turtle Beach Corporation (www.turtlebeachcorp.com) designs audio products for consumer, commercial and healthcare markets. Under the brand Turtle Beach (www.TurtleBeach.com), the company markets premium headsets for use with personal computers, mobile devices and video game consoles, including officially-licensed headsets for the next-generation Xbox One and PlayStation®4 consoles. Under the brand HyperSound (www.HyperSound.com), the company markets pioneering directed audio solutions that have applications in digital signage and kiosks, consumer electronics and healthcare. The Company's shares are traded on the NASDAQ Exchange under the symbol NASDAQ:HEAR.

For more information:

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Investor Relations

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