**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

**FORM 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER**
**PURSUANT TO RULE 13a-16 OR 15d-16**
**UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of September 2026**
**Commission File Number: 001-41181**

**Tokyo Lifestyle Co., Ltd.**
(Translation of registrant's name into English)

**Harumi Building, 2-5-9 Kotobashi**
**Sumida-ku, Tokyo, 130-0022**
**Japan**
(Address of Principal Executive Office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F ☒ Form 40-F ☐

**Approval of Share Issuances and Amendment to Related Party Loan**

On September 10, 2026, the board of directors (the "Board") of Tokyo Lifestyle Co., Ltd. (the "**Company**") approved the issuance of an aggregate of 13,503,648 ordinary shares of the Company (the "**Ordinary Shares**") through a cash subscription (the "**Cash Subscription**") by Mei Kanayama, the Company's Representative Director and Director (Principal Executive Officer), and a debt-to-equity swap (the "**Debt-to-Equity Swap**") with Tokushin G.K. ("**Tokushin**"), an entity owned by Mr. Kanayama and his family. The issuances are scheduled to take place on September 29, 2026.

On September 10, 2026, the Company entered into a subscription agreement with Mr. Kanayama in respect of the Cash Subscription (the "**Cash Subscription Agreement**") and a separate subscription agreement with Tokushin in respect of the Debt-to-Equity Swap (the "**DES Subscription Agreement**"). Under the approved terms of the Cash Subscription and the Cash Subscription Agreement, Mr. Kanayama will subscribe for 1,396,755 Ordinary Shares for an aggregate cash consideration of JPY58,838,000. The scheduled payment date of the Cash Subscription is September 29, 2026. Under the approved terms of the Debt-to-Equity Swap and the DES Subscription Agreement, Tokushin will contribute its JPY510,000,000 loan principal receivable against the Company in exchange for 12,106,893 Ordinary Shares, with the loan principal receivable being extinguished in its entirety upon completion of the contribution. The Debt-to-Equity Swap is scheduled to be completed on September 29, 2026.

The aggregate consideration for the two issuances is JPY568,838,000, equivalent to approximately US$3.7 million at the exchange rate of JPY153.74 to US$1.00 used for pricing the transactions. The pricing benchmark was US$0.274 per Ordinary Share, equivalent to US$2.74 per American depositary share ("**ADS**"), with each ADS representing 10 Ordinary Shares. The number of Ordinary Shares in each issuance was rounded down to the nearest whole Ordinary Share. The securities to be issued are Ordinary Shares, rather than ADSs.

As previously disclosed in the Company's report on Form 6-K furnished to the U.S. Securities and Exchange Commission on March 6, 2026 (the "**March 2026 Report**"), the Company and Tokushin entered into a subordinated loan agreement dated November 27, 2025 (the "**Original Loan Agreement**"), which was executed by both parties on February 24, 2026 and provided for a loan disbursement date of February 1, 2026. The Original Loan Agreement provides for an unsecured loan of JPY300,000,000 bearing interest at a fixed rate of 2.0% per annum, with interest payable monthly and principal repayable on January 31, 2031. The Original Loan Agreement was furnished as Exhibit 10.2 to the March 2026 Report.

In connection with the proposed Debt-to-Equity Swap, the Company and Tokushin entered into an amendment to the Original Loan Agreement, dated September 10, 2026 (the "**Amendment**"). The Amendment increases the loan principal amount to JPY510,000,000, provides for an additional advance of JPY210,000,000 on September 10, 2026, and changes the repayment date to September 10, 2026. It also permits the loan principal receivable to be contributed in exchange for newly issued shares and extinguished as a result. To the extent necessary to implement the Debt-to-Equity Swap, the subordination provisions and restrictions on performance in Article 3 of the Original Loan Agreement do not apply. Except as amended, the Original Loan Agreement remains in effect.

The Board approved the Amendment at its first meeting on September 10, 2026 and approved the terms of the two share issuances at its second meeting that day. Mr. Kanayama did not participate in the deliberations or voting on the relevant matters due to his interest in the transactions. The proposals were approved unanimously by the other directors entitled to vote. The Company's three corporate auditors expressed their unanimous opinion supporting the determination that the terms of the share issuances did not constitute a favorable issuance under Japanese law.

On September 10, 2026, the Company published an electronic public notice in Japan setting forth the approved issuance terms. An English translation of the public notice is furnished as Exhibit 99.1 to this report. An English translation of the Amendment is furnished as Exhibit 10.1. English translations of the Cash Subscription Agreement and the DES Subscription Agreement are furnished as Exhibits 10.2 and 10.3, respectively. The foregoing descriptions of the Amendment, the Cash Subscription Agreement and the DES Subscription Agreement are qualified in their entirety by reference to Exhibits 10.1, 10.2 and 10.3, respectively.

**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, thereunto duly authorized.

**Tokyo Lifestyle Co., Ltd.**

Date: September 21, 2026

By: /s/ Mei Kanayama
Name: Mei Kanayama
Title: Representative Director and Director
(Principal Executive Officer)

**EXHIBIT INDEX**

| Exhibit No. | Description |
|---|---|
| 10.1 | English translation of the Amendment, dated September 10, 2026, between Tokushin G.K. and Tokyo Lifestyle Co., Ltd. |
| 10.2 | English translation of the Cash Subscription Agreement, dated September 10, 2026, between Mei Kanayama and Tokyo Lifestyle Co., Ltd. |
| 10.3 | English translation of the DES Subscription Agreement, dated September 10, 2026, between Tokushin G.K. and Tokyo Lifestyle Co., Ltd. |
| 99.1 | English translation of Public Notice Regarding the Issuance of Shares, dated September 10, 2026 |

**Exhibit 10.1**

# AMENDMENT AGREEMENT TO SUBORDINATED LOAN AGREEMENT

TOKUSHIN G.K. (hereinafter referred to as the "Lender") and Tokyo Lifestyle Co., Ltd. (hereinafter referred to as the "Borrower") hereby enter into this amendment agreement (hereinafter referred to as the "Amendment Agreement") to amend the Subordinated Loan Agreement dated November 27, 2025 (hereinafter referred to as the "Original Agreement") as follows.

**Article 1 (Amendment to Loan Amount)**

1. The "Loan Amount" set forth in the terms and conditions of the Original Agreement shall be amended as follows:

   Before Amendment: JPY 300,000,000

   After Amendment: JPY 510,000,000

2. The amended Loan Amount of JPY 510,000,000 set forth in the preceding paragraph shall include the existing loan of JPY 300,000,000 made pursuant to the Original Agreement, and the Lender shall additionally lend JPY 210,000,000 to the Borrower.

3. The date of execution of the additional loan set forth in the preceding paragraph shall be September 10, 2026, and such additional loan shall also be subject to the provisions of this Amendment Agreement and the Original Agreement.

**Article 2 (Amendment to Repayment Date)**

The "Repayment Date" set forth in the terms and conditions of the Original Agreement shall be amended as follows:

Before Amendment: January 31, 2031

After Amendment: September 10, 2026

**Article 3 (Special Provision Concerning Extinguishment of Claim by Contribution in Kind)**

Notwithstanding the provisions of Article 3 of the Original Agreement, the Lender may contribute the principal amount of the Loan Amount as property contributed in kind for the Offered Shares issued by the Borrower, and the relevant claim may thereby be extinguished. To the extent necessary for the implementation of such contribution in kind, the subordination provisions and restrictions on performance set forth in Article 3 of the Original Agreement shall not apply.

**Article 4 (Continuing Effect of Original Agreement)**

Except as otherwise provided in this Amendment Agreement, all provisions of the Original Agreement shall remain in full force and effect as before.

IN WITNESS WHEREOF, to evidence the execution of this Agreement, the Parties shall prepare two counterparts of this Agreement, each of which shall be signed and sealed by the respective Party, with each Party retaining one counterpart.

Alternatively, if the Parties execute this Agreement electronically in lieu of the foregoing, an electronic file shall be created and electronically signed by each Party, and each Party shall retain the electronic file as the original.

September 10,2026

Lender: Room4804,2-3-30,Harumi,Chuo-Ku,Tokyo

TOKUSHIN G.K.

Representative Member MEI KANAYAMA SEAL

Borrower:Harumi Bld,2-5-9,Kotobashi,Sumida-Ku,Tokyo

Tokyo Lifestyle Co.,Ltd.

Director YOUICHIRO HAGA SEAL

**Exhibit 10.2**

**Subscription Agreement for All Shares Offered by Third-Party Allotment**

Tokyo Lifestyle Co.,Ltd. (hereinafter referred to as the "Company" or "Party A") and MEI KANAYAMA (hereinafter referred to as "Party B") hereby enter into this Agreement as follows with respect to Party B's subscription for 1,396,755 common shares (hereinafter referred to as the "Offered Shares") to be issued and allotted by Party A pursuant to the resolution of the Board of Directors of Party A held on September 10, 2026.

**Article 1 (Offering Terms)**

The terms and conditions of the offering of the Offered Shares shall be as follows:

Details

| | | |
|---|---|---|
| (1) | Number of Offered Shares: | 1,396,755 common shares |
| (2) | The payment amount per share shall be an amount calculated by dividing | JPY 58,838,000 by 1,396,755 shares. |
| (3) | Total Amount to be Paid: | JPY 58,838,000 |
| (4) | Payment Date: | September 29, 2026 |
| (5) | Allottee: | Party B |
| (6) | Amount of Increase in Capital: | JPY 29,419,000 |
| (7) | Amount of Increase in Capital Reserve: | JPY 29,419,000 |

**Article 2 (Method of Subscription)**

1 Party B shall subscribe for all of the Offered Shares in accordance with the terms and conditions of the offering set forth in the preceding Article.

2 Pursuant to Article 205 of the Companies Act of Japan, the procedures for applying for the subscription of shares as prescribed in Article 203 of the Companies Act and the procedures for allotment as prescribed in Article 204 of the same Act shall not be required, and shall be deemed to have been completed by the execution of this Agreement.

**Article 3 (Method of Payment)**

1 As consideration for the subscription for the Offered Shares, Party B shall pay JPY 58,838,000 into the payment account designated by Party A at the Payment Handling Bank by the payment date set forth in Article 1, Item (4).

**Payment Handling Bank:** MUFG Bank, Ltd., Kameido Branch

Ordinary Deposit Account No. 0019752

Account Name: Tokyo Lifestyle Co.,Ltd.

2 If the payment set forth in the preceding paragraph is not made, Party B shall lose the right to become a shareholder of the Shares by making such payment.

**Article 4 (Consultation)**

Any matters not provided for in this Agreement shall be determined through consultation between Party A and Party B from time to time.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, and each Party shall retain one original.

September 10, 2026

(Party A) Harumi Bld,2-5-9,Kotobashi,Sumida-Ku,Tokyo

Tokyo Lifestyle Co.,Ltd.

Authorized person for entering into the agreement pursuant to the Board resolution dated September 10, 2026

Director YOUICHIRO HAGA SEAL

(Party B) Room4810,2-3-30,Harumi,Chuo-Ku,Tokyo

MEI KANAYAMA SEAL

**Exhibit 10.3**

**Subscription Agreement for All Shares Offered through a Debt-to-Equity Swap**

Tokyo Lifestyle Co.,Ltd. (hereinafter referred to as the "Company" or "Party A") and TOKUSHIN G.K. (hereinafter referred to as "Party B") hereby enter into this Agreement as follows with respect to Party B's subscription for 12,106,893 common shares (hereinafter referred to as the "Offered Shares") to be issued and allotted by Party A pursuant to the resolution of the Board of Directors of Party A held on September 10, 2026.

**Article 1 (Offering Terms)**

The terms and conditions of the offering of the Offered Shares shall be as follows:

Details

(1) Number of Offered Shares: 12,106,893 common shares

(2) Value of Property Contributed in Kind:

The principal amount of the loan receivable held by Party B against Party A: an amount equivalent to JPY 510,000,000. (The amount of monetary claim contributed in respect of each Offered Share shall be an amount calculated by dividing the amount equivalent to JPY 510,000,000 by 12,106,893 shares.)

(3) Date of Contribution of Property in Kind: September 29, 2026

(4) Allottee: Party B

(5) Amount of Increase in Capital: JPY 255,000,000

(6) Amount of Increase in Capital Reserve: JPY 255,000,000

**Article 2 (Method of Subscription)**

1 Party B shall subscribe for all of the Offered Shares in accordance with the terms and conditions of the offering set forth in the preceding Article.

2 Pursuant to Article 205 of the Companies Act of Japan, the procedures for applying for the subscription of shares as prescribed in Article 203 of the Companies Act and the procedures for allotment as prescribed in Article 204 of the same Act shall not be required, and shall be deemed to have been completed by the execution of this Agreement.

**Article 3 (Method of Contribution in Kind)**

1 As consideration for the subscription for the Offered Shares, Party B shall contribute in kind to Party A the loan principal receivable in the amount of JPY 510,000,000 held by Party B against Party A (hereinafter referred to as the "Loan Receivable").

**2.** The Loan Receivable shall mean the principal amount of the loan receivable in the amount of JPY 510,000,000 held by Party B against Party A pursuant to the Subordinated Loan Agreement dated November 27, 2025, as amended by the Amendment Agreement to the Subordinated Loan Agreement dated September 10, 2026.

**3.** On September 29, 2026, Party B shall contribute the Loan Receivable to Party A as property in kind in satisfaction of its contribution obligation in connection with the subscription for the Shares, and Party A shall accept such contribution.

**4.** Upon completion of the contribution set forth in the preceding paragraph, the Loan Receivable shall be extinguished in its entirety.

**Article 4 (Acknowledgments and Representations and Warranties)**

Party A and Party B hereby confirm that, as of the date of execution of this Agreement, the Loan Receivable legally and validly exists, that the outstanding principal amount thereof is JPY 510,000,000, and that the repayment date thereof has arrived.

2. Party A confirms that the book value of Party A's liability relating to the Loan Receivable is JPY 510,000,000.

3. Party B represents and warrants to Party A that it legally and validly holds the Loan Receivable and that it has neither assigned the Loan Receivable to any third party nor created any security interest or other rights thereon.

4. Party A confirms that there are no grounds for set-off, rescission, defenses, or any other circumstances that would dispute the existence or amount of the Loan Receivable.

5. Party B represents and warrants that it has duly completed all internal procedures required for the subscription for the Shares and the contribution of the Loan Receivable as property in kind under this Agreement.

**Article 5 (Consultation)**

Any matters not provided for in this Agreement shall be determined through consultation between Party A and Party B from time to time.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, and each Party shall retain one original.

September 10, 2026

(Party A) Harumi Bld,2-5-9,Kotobashi,Sumida-Ku,Tokyo

Tokyo Lifestyle Co.,Ltd.

Authorized person for entering into the agreement pursuant to the Board resolution dated September 10, 2026

Director YOUICHIRO HAGA SEAL

(Party B) Room4804,2-3-30,Harumi,Chuo-Ku,Tokyo

TOKUSHIN G.K.

Representative Member MEI KANAYAMA SEAL

**Exhibit 99.1**

September 10, 2026

To Our Shareholders:

2-5-9,Kotobashi,Sumida-Ku,Tokyo

Tokyo Lifestyle Co., Ltd.

Representative Director MEI KANAYAMA

**PUBLIC NOTICE REGARDING THE ISSUANCE OF SHARES FOR SUBSCRIPTION**

Tokyo Lifestyle Co., Ltd. (the "Company") hereby announces that, at a meeting of its Board of Directors held on September 10, 2026, the Company resolved to issue shares for subscription by way of a third-party allotment, consisting of (i) an issuance of shares for subscription in exchange for cash payment and (ii) an issuance of shares for subscription by way of a third-party allotment through a debt-to-equity swap ("DES"), whereby loan receivables against the Company will be contributed in kind as property contributed for the subscription, as set forth below.

Accordingly, pursuant to Article 201, Paragraphs 3 and 4 of the Companies Act of Japan, the Company hereby gives public notice of the issuance of shares for subscription set forth below.

Sincerely yours,

**1. Issuance of Shares for Subscription by Way of a Third-Party Allotment in Exchange for Cash Payment**

| | |
|---|---|
| (1) Class and Number of Shares for Subscription | 1,396,755 common shares of the Company |
| (2) Amount to be Paid per Share for Subscription | An amount calculated by dividing JPY 58,838,000 by 1,396,755 shares |
| (3) Total Amount to be Paid | JPY 58,838,000 |
| (4) Payment Date | September 29, 2026 |
| (5) Amounts of Increase in Stated Capital and Capital Reserve | Stated Capital: JPY 29,419,000<br><br>Capital Reserve: JPY 29,419,000 |
| (6) Method of Offering | By way of a third-party allotment |

**2. Issuance of Shares for Subscription by Way of a Third-Party Allotment (Debt-to-Equity Swap (DES)) with Loan Receivables as Property Contributed in Kind**

| | |
|---|---|
| (1) Class and Number of Shares for Subscription | 12,106,893 common shares of the Company |
| (2) Amount to be Paid per Share for Subscription | An amount calculated by dividing JPY 510,000,000 by 12,106,893 shares |
| (3) Total Amount to be Paid | JPY 510,000,000 |
| (4) Date of Delivery of Property Contributed in Kind | September 29, 2026 |
| (5) Amounts of Increase in Stated Capital and Capital Reserve | Stated Capital: JPY 255,000,000<br><br>Capital Reserve: JPY 255,000,000 |
| (6) Method of Offering | By way of a third-party allotment |
| (7) Property to be Contributed in Kind | Loan principal receivables in the aggregate amount of JPY 510,000,000 held by TOKUSHIN G.K. against the Company under the loan agreement, the debt acknowledgment and amendments to which were made pursuant to the Amendment Agreement to Subordinated Loan Agreement dated September 10, 2026. |
| (8) Contributor of Property and Allottee | TOKUSHIN G.K. |

End of Notice