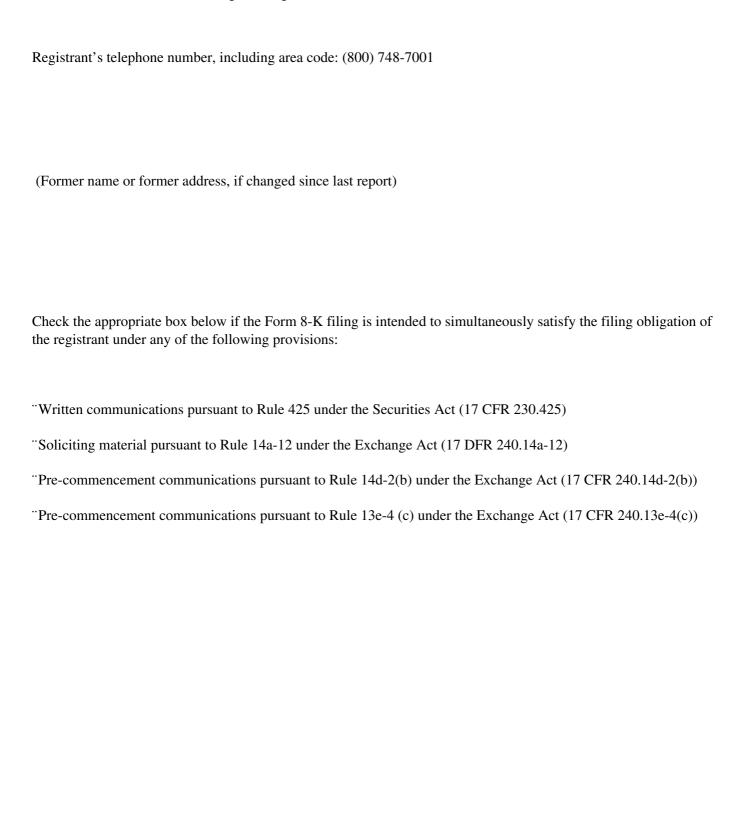
Edgar Filing: HealthWarehouse.com, Inc. - Form 8-K

Form 8-K October 07, 2016	
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): October 4, 2016 (September 30, 2016)	
HealthWarehouse.com, Inc.	
(Exact Name of Registrant as Specified in Charter)	
D. 1	
Delaware 0-13117 22-2413505 (State or other jurisdiction of incorporation) (Commission File Number) (IRS Employer Identification No.)	
7107 Industrial Days	
7107 Industrial Road 41042	
Florence, Kentucky (Address of principal executive offices) (Zip Code)	

Edgar Filing: HealthWarehouse.com, Inc. - Form 8-K



Item 1.01 Entry Into A Material Definitive Agreement.

Healthwarehouse.com, Inc. (the "Company") is a party to a Loan and Security Agreement, dated as of March 28, 2013 (the "Loan Agreement") with Melrose Capital Advisors, LLC (the "Lender"). Under the terms of the Loan Agreement, the Company borrowed an aggregate of \$1,200,000 from the Lender (the "Loan"). The Loan is evidenced by a promissory note in the face amount of \$1,200,000, as amended (the "Senior Note"). The Senior Note bears interest on the unpaid principal balance until the full amount of principal has been paid at a floating rate equal to the prime rate plus four and one-quarter percent (4.25%) per annum. Under the terms of the Loan Agreement, the Company has agreed to make monthly payments of accrued interest on the first day of every month. The principal amount and all unpaid accrued interest on the Senior Note were payable on September 30, 2016. The Loan may be prepaid in whole or in part at any time by the Company without penalty.

The Company granted the Lender a first priority security interest in all of the Company's assets, in order to secure the Company's obligation to repay the Loan, including a Deposit Account Control Agreement, dated as of July 8, 2016, which grants the Lender a security interest in certain bank accounts of the Company. The Loan Agreement contains customary negative covenants restricting the Company's ability to take certain actions without the Lender's consent, including incurring additional indebtedness, transferring or encumbering assets, paying dividends or making certain other payments, and acquiring other businesses. Upon the occurrence of an event of default, the Lender has the right to impose interest at a rate equal to eight percent (8.0%) per annum above the otherwise applicable interest rate (the "Default Rate"). The repayment of the Loan may be accelerated prior to the maturity date upon certain specified events of default, including failure to pay, bankruptcy, breach of covenant, and breach of representations and warranties.

On October 4, 2016, the Company and the Lender entered into an Amendment to Amended and Restated Promissory Note, effective September 30, 2016, pursuant to which the Lender agreed to extend the maturity date of the Senior Note from September 30, 2016 to October 14, 2016.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibit is included herewith.

Exhibit Number Description

10.1

Edgar Filing: HealthWarehouse.com, Inc. - Form 8-K

Amendment to Amended and Restated Promissory Note dated September 30, 2016 by and between HealthWarehouse.com, Inc., HWAREH.COM, Inc. and Hocks.com, Inc. and Melrose Capital Advisors, LLC

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 thereunto duly authorized.

Date: October 7, 2016 **HEALTHWAREHOUSE.COM, INC.**

By: /s/ Jeffrey T. Holtmeier Jeffrey T. Holtmeier Chairman