

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of  
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 29, 2013**

**Innovative Food Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction  
of incorporation)

**0-9376**  
(Commission  
File Number)

**20-1167761**  
(IRS Employer  
Identification No.)

**26411 Race Track Road, Bonita Springs, Florida**  
(Address of principal executive offices)

**34135**  
(Zip Code)

Registrant's telephone number, including area code: **(239) 596-0204**

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))
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### Item 1.01. Entry into a Material Definitive Agreement

On August 29, 2013, the registrant entered into an Amendment Agreement by and among the registrant and certain of its note and warrant holders containing the following points: (i) the maturity date of each note and associated interest, with the singular exception of the May 11, 2012 (the "Artisan Note"), is extended to May 15, 2014, (ii) certain terms of the warrants were adjusted as per Schedule A attached to the Agreement, (iii) the note and warrant holders agree to subordinate their security interests up to \$2.5 million in relation to a potential loan by Fifth Third Bank to the Corporation (iv) interest rate on all notes are reduced to 5%, (v) the Corporation may not prepay any of the notes, and (vi) the Corporation agrees to pay off the May 11, 2012 note in the original principal amount of \$1,200,000 in full if and when it receives the above-referenced bank loan.

This only purports to be a summary of the terms of the transaction documents and is qualified in its entirety by the terms of the full document, a copy of which is filed as an exhibit hereto.

### Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Amendment Agreement between the registrant and certain of its note and warrant holders dated as of August 22, 2013.</u></a>

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**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.

**INNOVATIVE FOOD HOLDINGS, INC.**

Dated: August 30, 2013

By: /s/ Sam Klepfish  
Sam Klepfish, CEO

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**EXHIBIT INDEX**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Amendment Agreement between the registrant and certain of its note and warrant holders dated as of August 22, 2013.</u></a>

AMENDMENT AGREEMENT

This Amendment Agreement, made effective as of August 22, 2013 (the "Agreement"), is between Innovative Food Holdings, Inc., a Florida corporation (the "Company") and the signatories hereto (each, a "Subscriber" and collectively, the "Subscribers").

WHEREAS, the Company has issued notes as further described on Schedule B hereto as amended (the "Notes") and warrants as further described on Schedule A hereto, as amended (the "Warrants"); and

WHEREAS, the Subscribers have a first priority security interest in the assets of the Company securing all amounts due under the Notes (the "Security Interest"); and

WHEREAS, the Company and the Subscribers have agreed to make certain changes to the terms of the Notes, Warrants and Security Interest.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby consent and agree as follows:

1. The interest rate on the Notes is modified to 5% per annum. Default interest shall be as stated in the Notes.
2. The Maturity Date of each Note is hereby amended to May 15, 2014.
3. Except as required herein, the Notes may not be prepaid without the permission of the Subscribers.

The Expiration Date of the Warrants listed on Schedule A is hereby extended to the dates listed in column F on Schedule A

4. The Subscribers consent to the Company obtaining a loan not more than \$2,500,000 from Fifth Third Bank (the "Bank Loan").
5. At the closing of the Bank Loan the Company will pay Alpha Capital Anstalt the full amount due on the Note issued by the Company to Alpha Capital Anstalt on May 11, 2012, in the original principal amount of \$1,200,000 (the "Payoff")
6. Upon receipt of the Payoff, each of the Subscribers will subordinate its Security Interest, up to \$2,500,000, to the Bank Loan.
7. The Subscribers will not be limited to take any action to enforce the terms of its Notes during the pendency of the Bank Loan.
8. All other terms of the Transaction Documents remain in full force and effect (including the terms of any amendments not specifically superseded by this Agreement) as if this Agreement had not been executed.

9. This Agreement may be executed in counterparts, all of which when taken together shall be considered one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were an original thereof. A copy of this Agreement annexed to the Note or the Warrant, as appropriate, shall be sufficient to reflect the amendment thereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first written above.

INNOVATIVE FOOD HOLDINGS, INC.

By: \_\_\_\_\_

ALPHA CAPITAL ANSTALT

By: \_\_\_\_\_

LANE VENTURES, INC

By: \_\_\_\_\_

MOMONA CAPITAL LLC

By: \_\_\_\_\_

OSHER CAPITAL PARTNERS LLC

By: \_\_\_\_\_

ASSAMEKA CAPITAL, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
ASHER BRAND

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**SCHEDULE A**

This schedule represents the expiration date, amounts and warrants strike price as of August 22<sup>nd</sup> 2013

A	B	C	D	E	F
Owner	Warrant Number	Warrant shares adjusted 50:1 split	Pre-Split Price	Current price adjusted for 50:1 split	New Expiration Date
Alpha (A)	2005-A-001	1,400,000	0.0115	0.5750	Feb 1 2017
Alpha (B)	2005-B-001	350,000	0.0110	0.5500	Feb 1 2017
Alpha (C )	2005-C-001	560,000	0.0050	0.2500	Feb 1 2016
Alpha (A)	2005-A-AUG-010	480,000	0.0050	0.5750	Feb 1 2017
Alpha (B)	2005-B-AUG-010	120,000	0.0110	0.5500	Feb 1 2017
Alpha (C )	2005-C-AUG-010	48,000	0.0050	0.2500	Feb 1 2016
Asher (A)	2005-A-AUG-010	100,000	0.0115	0.5750	Feb 1 2017
Asher (B)	2005-B-AUG-010	25,000	0.0110	0.5500	Feb 1 2017
Asher (C )	2005-C-AUG-010	10,000	0.0050	0.2500	Feb 1 2016
Momona (A)	2005-A-AUG-010	100,000	0.0115	0.5750	Feb 1 2017
Momona (B)	2005-B-AUG-010	25,000	0.0110	0.5500	Feb 1 2017
Momona (C )	2005-C-AUG-010	10,000	0.0050	0.2500	Feb 1 2016
Lane (A)	2005-A-AUG-010	40,000	0.0115	0.5750	Feb 1 2017
Lane (B)	2005-B-AUG-010	10,000	0.0110	0.5500	Feb 1 2017
Lane (C )	2005-C-AUG-010	4,000	0.0050	0.2500	Feb 1 2016
Alpha	2006-D-001	6,000	0.0050	0.2500	Feb 1 2016
Alpha (A)	2007-A-001	40,000	0.0115	0.5750	Feb 1 2017
Alpha (B)	2007-B-001	10,000	0.0110	0.5500	Feb 1 2017
Alpha (C)	2007-C-001	4,000	0.0050	0.2500	Feb 1 2016
Alpha (A)	2008-A-001	480,000	0.0115	.5750	Feb 1 2017
Alpha (B)	2008-B-001	120,000	0.0110	0.5500	Feb 1 2017
Alpha (C)	2008-C-001	48,000	0.0050	0.2500	Feb 1 2016
Alpha	2008-B-001	800,000	0.0110	0.5500	Feb 1 2017

## Bought from Whalehaven:

Alpha	2005-A-001 (WH)	113,043	0.0115	0.5750	Feb 1 2017
Osher	2005-A-001 (WH)	50,725	0.0115	0.5750	Feb 1 2017
Assameka	2005-A-001 (WH)	36,232	0.0115	0.5750	Feb 1 2017
Alpha	2005-B-001 (WH)	28,261	0.0110	0.5500	Feb 1 2017
Osher	2005-B-001 (WH)	12,681	0.0110	0.5500	Feb 1 2017
Assameka	2005-B-001 (WH)	9,058	0.0110	0.5500	Feb 1 2017
Alpha	2005-C-001 (WH)	45,217	0.0050	0.2500	Feb 1 2016
Osher	2005-C-001 (WH)	20,290	0.0050	0.2500	Feb 1 2016
Assameka	2005-C-001 (WH)	14,493	0.0050	0.2500	Feb 1 2016
Alpha	2005-A-AUG-010 (WH)	67,826	0.0115	0.5750	Feb 1 2017
Osher	2005-A-AUG-010 (WH)	30,435	0.0115	0.5750	Feb 1 2017
Assameka	2005-A-AUG-010 (WH)	21,739	0.0115	0.5750	Feb 1 2017
Alpha	2005-B-AUG-010 (WH)	16,957	0.0110	0.5500	Feb 1 2017
Osher	2005-B-AUG-010 (WH)	7,609	0.0110	0.5500	Feb 1 2017
Assameka	2005-B-AUG-010 (WH)	5,435	0.0110	0.5500	Feb 1 2017
Alpha	2005-C-AUG-010 (WH)	6,783	0.0050	0.2500	Feb 1 2016
Osher	2005-C-AUG-010 (WH)	3,043	0.0050	0.2500	Feb 1 2016
Assameka	2005-C-AUG-010 (WH)	2,174	0.0050	0.2500	Feb 1 2016
Alpha	2008-A-001 (WH)	67,826	0.0115	0.5750	Feb 1 2017
Osher	2008-A-001 (WH)	30,435	0.0115	0.5750	Feb 1 2017
Assameka	2008-A-001 (WH)	21,739	0.0115	0.5750	Feb 1 2017
Alpha	2008-B-001 (WH)	16,957	0.0110	0.5500	Feb 1 2017
Osher	2008-B-001 (WH)	7,609	0.0110	0.5500	Feb 1 2017
Assameka	2008-B-001 (WH)	5,435	0.0110	0.5500	Feb 1 2017
Alpha	2008-C-001 (WH)	6,783	0.0050	0.2500	Feb 1 2016
Osher	2008-C-001 (WH)	3,043	0.0050	0.2500	Feb 1 2016
Assameka	2008-C-001 (WH)	2,174	0.0050	0.2500	Feb 1 2016
	Total	5,444,002			



**SCHEDULE B**

All notes issued by Company to Subscribers with the exception of the note issued on May 11, 2012

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