

HealthWarehouse.com, Inc.
Form 8-K
December 10, 2015
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 10, 2015 (December 9, 2015)
HealthWarehouse.com, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware (State or other jurisdiction of incorporation)	0-13117 (Commission File Number)	22-2413505 (IRS Employer Identification No.)
---	-------------------------------------	--

7107 Industrial Road Florence, Kentucky (Address of principal executive offices)	41042 (Zip Code)
--	---------------------

Registrant's telephone number, including area code: (800) 748-7001

Not Applicable
(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:

- 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 DFR 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))

ITEM 2.04 Triggering Events That Accelerate or Increase a Direct Financial Obligation under an Off-Balance Sheet Arrangement.

Healthwarehouse.com (the “Company”) is a party to a Loan and Security Agreement, dated as of March 28, 2013, as amended on March 9, 2015 and September 8, 2015 (the “Loan Agreement”), with Melrose Capital Advisors, LLC (the “Lender”). Under the terms of the Loan Agreement, the Company borrowed an aggregate of \$750,000 from the Lender (the “Loan”). The Loan is evidenced by a promissory note in the face amount of \$750,000, as amended (the “Senior Note”). The principal amount and all unpaid accrued interest on the Senior Note is payable on November 1, 2015, or earlier in the event of default or a sale or liquidation of the Company.

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 August 18, 2014, which grants the Lender a security interest in certain bank accounts of the Company. Upon the occurrence of an event of default, the Lender has the right to impose interest at a rate equal to five percent (5.0%) per annum above the otherwise applicable interest 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 August 27, 2015, Northlich, a vendor of the Company, was granted an order of garnishment against the Company’s funds held in a bank account in the amount of \$83,766 for an unpaid debt in the Court of Justice, Boone Circuit Court, Commonwealth of Kentucky. On September 16, 2015, the Lender filed a Motion to Intervene in the Boone Circuit Court, requesting to intercede in the garnishment action on the grounds that had a superior lien on all funds being held in the Company’s bank accounts. The Lender notified the Company that as a result of the garnishment action, an event of default occurred on the Senior Note and the Loan is in default and immediately payable.

On November 11, 2015, the Company and the Lender entered into a Loan Extension Agreement and an Amended and Restate Promissory Note, both effective November 1, 2015, pursuant to which the Lender agreed to increase the face amount of the Senior Note to \$1,000,000 and to extend the maturity date of the Senior Note to December 31, 2015.

On November 30, 2015, the Boone Circuit Court issued an order finding that: (1) the Lender is the priority lienholder on the Company’s bank accounts and that Northlich was not entitled to the funds in the bank accounts; and (2) \$108,911 from the Company’s deposit accounts was applied as a principal payment on the Loan.

On December 9, 2015, the Lender acknowledged that the event of default has been cured and the Lender waived certain other violations of covenants in the Senior Note and Loan as a result of to the garnishment and lien.

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.

HEALTHWAREHOUSE.COM, INC.

Date: December 10, 2015 By: /s/ Lalit Dhadphale
Lalit Dhadphale
President and Chief Executive Officer

