

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-03-19** | Period of Report: **2013-03-13**  
SEC Accession No. [0001078782-13-000492](#)

([HTML Version](#) on [secdatabase.com](#))

FILER

**Digital Development Group Corp**

CIK: [1379699](#) | IRS No.: **000000000** | State of Incorporation: **NV** | Fiscal Year End: **1231**  
Type: **8-K** | Act: **34** | File No.: [000-53611](#) | Film No.: **13700641**  
SIC: **1090** Miscellaneous metal ores

Mailing Address  
6630 SUNSET BLVD.  
LOS ANGELES, CA 90028

Business Address  
6630 SUNSET BLVD.  
LOS ANGELES, CA 90028  
1-800-783-3128

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): March 13, 2013**

**THE DIGITAL DEVELOPMENT GROUP CORP.**  
(Exact name of registrant as specified in its charter)

**NEVADA**  
(State or other jurisdiction of  
incorporation or organization)

**000-53611**  
Commission file number

**98-0515726**  
(IRS Employer  
Identification No.)

**6630 West Sunset Blvd.**  
**Los Angeles, CA 90028**  
(Address of principal executive offices)

**(800) 783-3128**  
(Registrant's telephone number)

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))

**Item 1.01 Entry into a Material Definitive Agreement.**

On March 13, 2013, The Digital Development Group Corp., a Nevada corporation (the “Company”), entered into a Promissory Note (the “Promissory Note”) with an accredited lender (the “Lender”). Under the terms of the Promissory Note, the Lender paid \$110,000 to the Company upon execution of the Promissory Note, and the Lender may fund additional amounts in such amounts and at such dates as the Lender may choose in its sole discretion, up to an additional \$150,000 above the initial \$110,000 funded. Thereafter, the Lender may provide additional amounts only by mutual agreement with the Company, up to a total principal sum of \$400,000. All amounts advanced by Lender are subject to a 10% original issue discount such that the total amount funded to the Company would be \$360,000 if the Lender advances all funds under the Promissory Note. The maturity date is one year from the effective date of each payment by the Lender, and all outstanding principal and interest is due and payable by the Company on the maturity date. If the Company repays the Note in full within the first ninety days after the effective date, then the interest rate is zero percent. If the Company does not repay the Note in full within the first 90 days after the effective date, then a one-time interest charge of twelve percent shall be applied to the unpaid principal.

The Lender has the right, at any time from 180 days after the effective date, at its election, to convert all or part of the outstanding and unpaid principal and accrued interest under the Promissory Note into shares of Company common stock at the conversion price. The conversion price is the lesser of \$0.20 per share, or 60% of the lowest trade price of the Company’s common stock in the 25 trading days prior to the date of conversion. The Lender also has piggyback registration rights to have the shares it would receive upon conversion of the Promissory Note included within the next registration statement which the Company may file with the Securities and Exchange Commission.

**Item 3.02 Unregistered Sales of Equity Securities**

The information included in Item 1.01 provides a summary of the material terms of the Promissory Note and is incorporated herein by reference into this Item 3.02.

**Item 8.01 Other Events**

As previously disclosed, effective January 30, 2013, the Company entered into a Promissory Note with Martin W. Greenwald, the Company’s Chief Executive Officer, pursuant to which Mr. Greenwald has agreed to loan the Company up to \$250,000 to fund Company operations. The Promissory Note provides that Mr. Greenwald may advance funds to the Company from time to time, up to the amount of \$250,000. As of March 11, 2013, Mr. Greenwald has loaned the Company \$87,509.58 under the terms of the Promissory Note.

**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.

**THE DIGITAL DEVELOPMENT GROUP CORP.**

Dated: March 19, 2013

By: */s/ Martin W. Greenwald*  
Martin W. Greenwald  
Chief Executive Officer