

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

EDIETS COM INC

CIK: **1094058** | IRS No.: **560952883** | State of Incorpor.: **DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **000-30559** | Film No.: **13523025**
SIC: **7200** Personal services

Mailing Address

1000 CORPORATE DRIVE
SUITE 600
FORT LAUDERDALE FL
33334

Business Address

1000 CORPORATE DRIVE
SUITE 600
FORT LAUDERDALE FL
33334
954-360-9022

**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): January 7, 2013

eDiets.com, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-30559
(Commission
File Number)

56-0952883
(IRS Employer
Identification No.)

**555 SW 12th Avenue
Suite 210
Pompano Beach, FL 33069**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (954) 360-9022

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 January 7, 2013, eDiets.com, Inc. (the “Company”) executed amendments (the “Note Amendments”) to \$1.0 million in promissory notes held by a former officer and by two directors of the Company (the “Director Notes”) to extend the maturity date of the Director Notes from December 31, 2012 to June 30, 2013. All other terms and provisions of the Director Notes remain in full force and effect.

The foregoing description of the Note Amendments does not purport to be complete and is qualified in its entirety by reference to the Note Amendments, copies of which are filed as Exhibits 10.73, 10.74 and 10.75, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits**(d) Exhibits****Exhibit**

<u>No.</u>	<u>Description</u>
10.73	Amendment to Promissory Note entered into as of January 7, 2013 between eDiets.com, Inc. and Kevin A. Richardson, II.
10.74	Amendment to Promissory Note entered into as of January 7, 2013 between eDiets.com, Inc. and Lee S. Isgur.
10.75	Amendment to Promissory Note entered into as of January 7, 2013 between eDiets.com, Inc. and Kevin N. McGrath.

SIGNATURES

Pursuant to the requirement of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

eDiets.com, Inc.

By: /s/ Kevin A. Richardson, II

Kevin A. Richardson, II

Chairman

Date: January 10, 2013

EXHIBIT INDEX

Exhibit

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10.75	Amendment to Promissory Note entered into as of January 7, 2013 between eDiets.com, Inc. and Kevin N. McGrath.

AMENDMENT 2 TO PROMISSORY NOTE

This Amendment to Promissory Note (the "Amendment") is entered into as of January 7, 2013 by and between eDiets.com, Inc. ("Maker") and Kevin A. Richardson, II ("Holder").

WHEREAS, Maker executed and delivered to Holder that certain promissory note dated November 12, 2010 (the "Original Note"), payable to the order of Holder in the original principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), which Original Note evidences a loan in such original principal amount made by Holder to Maker;

WHEREAS, by Amendment dated December 1, 2011, Maker and Holder extended the maturity date of the Original Note to December 31, 2012; and

WHEREAS, Maker and Holder again wish to amend the Original Note to extend the maturity date thereunder,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker and Holder hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Original Note.
2. The entire outstanding principal balance of the Original Note, together with all accrued and unpaid interest and charges thereon, shall be due and payable on June 30, 2013.
3. Except as otherwise provided in this Amendment, all terms and provisions of the Original Note shall remain in full force and effect.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.
5. This Amendment shall bind and inure to the benefit of the parties hereto and to their respective successors and assigns.
6. This Amendment may not be changed orally.
7. This Amendment may be executed in multiple counterparts, and may be delivered by facsimile or other form of electronic transmission. Each counterpart, when so executed and delivered, shall be deemed an original, and all counterparts shall together constitute one and the same instrument.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Maker and Holder have duly executed this Amendment as of the day and year first above written.

HOLDER:

MAKER:

EDIETS.COM, INC.

/s/ Kevin A Richardson, II

By: /s/ Kevin A Richardson, II

KEVIN A. RICHARDSON, II

Name: Kevin A. Richardson, II

Title: Chairman

AMENDMENT 2 TO PROMISSORY NOTE

This Amendment to Promissory Note (the "Amendment") is entered into as of January 7, 2013 by and between eDiets.com, Inc. ("Maker") and Lee S. Isgur ("Holder").

WHEREAS, Maker executed and delivered to Holder that certain promissory note dated November 12, 2010 (the "Original Note"), payable to the order of Holder in the original principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which Original Note evidences a loan in such original principal amount made by Holder to Maker;

WHEREAS, by Amendment dated December 1, 2011, Maker and Holder extended the maturity date of the Original Note to December 31, 2012; and

WHEREAS, Maker and Holder again wish to amend the Original Note to extend the maturity date thereunder,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker and Holder hereby agree as follows:

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2. The entire outstanding principal balance of the Original Note, together with all accrued and unpaid interest and charges thereon, shall be due and payable on June 30, 2013.
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IN WITNESS WHEREOF, Maker and Holder have duly executed this Amendment as of the day and year first above written.

HOLDER:

MAKER:

EDIETS.COM, INC.

/s/ Lee S. Isgur

By: /s/ Kevin A Richardson, II

LEE S. ISGUR

Name: Kevin A. Richardson, II

Title: Chairman

AMENDMENT 2 TO PROMISSORY NOTE

This Amendment to Promissory Note (the "Amendment") is entered into as of January 7, 2013 by and between eDiets.com, Inc. ("Maker") and Kevin N. McGrath ("Holder").

WHEREAS, Maker executed and delivered to Holder that certain promissory note dated November 12, 2010 (the "Original Note"), payable to the order of Holder in the original principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which Original Note evidences a loan in such original principal amount made by Holder to Maker;

WHEREAS, by Amendment dated December 1, 2011, Maker and Holder extended the maturity date of the Original Note to December 31, 2012; and

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3. Except as otherwise provided in this Amendment, all terms and provisions of the Original Note shall remain in full force and effect.
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IN WITNESS WHEREOF, Maker and Holder have duly executed this Amendment as of the day and year first above written.

HOLDER:

MAKER:

EDIETS.COM, INC.

/s/ Kevin N. McGrath

By: /s/ Kevin A Richardson, II

KEVIN N. MCGRATH

Name: Kevin A. Richardson, II

Title: Chairman