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**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): **May 21, 2014**

**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.)

**28411 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 May 21, 2014, the registrant entered into an Extension Agreement with an effective date as of May 15, 2014 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 is extended to December 15, 2015, (ii) all of the notes and warrants, and any associated rights therewith, have restrictions on transferability, (iii) the interest rate on all notes are reduced to 1.9%, (iv) the note and warrant holders waive any rights of first refusal with respect to future financings by the Corporation, and (v) the Corporation is permitted to make certain prepayments. 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

<u>Exhibit</u>	<u>Description</u>
10.1	<a href="#"><u>Extension Agreement between the registrant and certain of its note and warrant holders dated as of May 15, 2014.</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: May 22, 2014

By: /s/ Sam Klepfish  
Sam Klepfish, CEO

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EXHIBIT INDEX

**Exhibit**

**Description**

10.1

[Extension Agreement between the registrant and certain of its note and warrant holders dated as of May 15, 2014.](#)

**EXTENSION AGREEMENT**

This Extension Agreement, made effective as of May 15, 2014 (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 amended to date, as further described on Schedule A hereto (the "Notes") and warrants, as amended to date (the "Warrants"); and

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

WHEREAS, simultaneously herewith the Company and Alpha Capital Anstalt have entered into a Leakout Agreement.

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. Effective on the date hereof (i) the interest rate on the Notes is modified to be at a rate of 1.9% per annum and (ii) provided such interest has not previously been converted by a Subscriber, such interest shall be payable, at the discretion of the Company, in cash or stock as per the term of each Note, or accrued until the Maturity Date. Default interest shall be as stated in the Notes.

2. The Maturity Date of each Note is hereby amended to December 31, 2015, provided that at the discretion of the Company, the Notes may be extended beyond such date up to an additional three months under the same terms. If the Note is extended, the terms of the Leakout Agreement in Exhibit A shall apply for the length of the extension.

3. Except as permitted herein, the Notes may not be prepaid without the permission of the Subscribers.

4. The Notes and the principal and interest represented thereby, and any rights related thereto, which includes the convertibility feature and the underlying stock, as well as the Warrants, and any rights related thereto, cannot be transferred without the written consent of the Company.

5. Payments of interest first and then principal (after all interest has been paid) accrued under those Notes listed on Schedule B may be prepaid, in the Company's discretion, as follows:

- (i) up to \$5,500 per month with respect to interest on the Notes listed on Schedule B hereto;
- (ii) up to an additional \$10,000 per month of the interest and then principal on the Notes listed on Schedule B hereto; if the prior month's total trading volume exceeded 2,000,000 shares; and
- (iii) up to a further additional \$5,000 per month of the interest and then principal on the Notes listed on Schedule B hereto; if the prior month's total trading volume exceeded 3,000,000 shares.

6. To the extent any of the Subscribers have any rights of first refusal to participate in any financings of the Company, each Subscriber hereby permanently and irrevocably waives any of such rights.

7. In the event the Company enters into a material acquisition, merger or consolidation transaction and reducing the amount of the outstanding Notes becomes a key factor to closing the transaction, the Company can require the each Subscriber to immediately convert into equity an amount of outstanding principle and interest as would cause the Subscriber to own up to, but not exceed, 6.5% of the Company's outstanding common stock including all shares then held by the Subscribers.

8. In the event any of the Subscribers takes action to cause the Company to be in default under the terms of any Note or Warrant, any restrictions or limitations on the Company's ability to prepay the Notes is hereby waived and the Company may, at any time thereafter, satisfy its obligations under the Notes in full by paying all outstanding interest and principle without prepayment penalty.

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9. All other terms of, and definitions used in, the Transaction Documents (the Notes, Warrants, Subscription Agreements Extension Agreements and all other related documents between the Company and a Subscriber) 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.

10. 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