

**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): June 28, 2019

**IMAC Holdings, Inc.**

(Exact name of registrant as specified in its charter)

Delaware

001-38797

83-0784691

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(IRS Employer  
Identification No.)

605 Westgate Circle, Brentwood, Tennessee

37027

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (844) 266-4622

(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 (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))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class

Name of Each Exchange on Which Registered

Common Stock, par value \$0.001 per share  
Warrants to Purchase Common Stock

NASDAQ Capital Market  
NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On June 28, 2019, IMAC Holdings, Inc. (the “**Company**”) entered into an amendment to its outstanding 10.00% Promissory Note (the “**Amendment**”) with Edward S. Bredniak (“**Bredniak**”). The Amendment amends the terms of the Company’s 10.00% Promissory Note previously due December 31, 2019, which was originally issued on June 1, 2018 by Company to Bredniak (the “**Note**”). Among other things, the Amendment provides for the extension of the maturity of the Note to January 5, 2021, reduces the principal amount of the Note from \$2,000,000 to \$1,750,000, corrects the name of the lender under the Note from The Edward S. Bredniak Revocable Trust u/a dated 8/14/2015 to Edward S. Bredniak, and provides for the payment of any outstanding amounts under the Note which exceed \$1,750,000 as of the date of the Amendment.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Amendment to the 10.00% Promissory Note Due December 31, 2019, dated June 28, 2019, by and between IMAC Holdings, Inc. and Edward S. Bredniak.</u></a>

**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.

July 5, 2019

IMAC HOLDINGS, INC.

By: /s/ Jeffrey Ervin

Name: Jeffrey Ervin

Title: Chief Executive Officer

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**AMENDMENT**  
**TO THE**  
**10.00% PROMISSORY NOTE**  
**OF**  
**IMAC HOLDINGS, INC.**

THIS AMENDMENT to the 10.00% PROMISSORY NOTE DUE DECEMBER 31, 2019 OF IMAC HOLDINGS, INC., dated as of June 28, 2019, is made by and between IMAC Holdings, Inc., a Delaware corporation (the "Company"), and Edward S. Bredniak (the "Holder").

WHEREAS, on June 1, 2018, the Company issued to the Holder a 10.00% Promissory Note Due November 30, 2018, for the principal amount of up to \$2,000,000 as previously amended to extend the maturity of such note to December 31, 2019 (the "Note"); and

WHEREAS, the Company and the Holder wish to amend the Note as provided herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The principal amount of the Note, as it appears anywhere in the Note, is hereby amended to, and shall be, \$1,750,000.

2. The maturity date of the Note, as it appears anywhere in the Note, is hereby amended and shall be January 5, 2021.

3. The "Lender" under the Note, as defined in the heading of the Note and the paragraph entitled "Promise to Pay", is hereby amended and shall be Edward S. Bredniak. The parties acknowledge and agree that the Note previously misidentified the Lender as The Edward S. Bredniak Revocable Trust u/a dated 8/14/2015, and all references to such misidentified Lender shall be replaced with the correct Lender, Edward S. Bredniak. The correction of the Lender's name does not constitute an assignment of the Note to any party.

4. The paragraph of the Note entitled "Promise to Pay" is hereby amended and restated in its entirety as follows:

"PROMISE TO PAY. IMAC Holdings, Inc. ("Borrower") promises to pay to Edward S. Bredniak ("Lender"), or his order, in lawful money of the United States of America, the amount of One Million Seven Hundred Fifty Thousand & 00/100 Dollars (\$1,750,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance."

5. The paragraph of the Note entitled "Payment" is hereby amended and restated in its entirety as follows:

"Borrower will pay the outstanding principal amount and all accrued and unpaid interest pursuant to this Note on January 5, 2021, with interest calculated on any unpaid balances hereunder based on the Rate set forth above and in accordance with the "INTEREST CALCULATION METHOD" paragraph set forth in this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or such other place as Lender designates in writing."

6. To the extent the sum of outstanding principal and accrued and unpaid interest under the Note exceeds \$1,750,000 as of the date hereof, the Company hereby agrees to pay the Lender such outstanding amount which is in excess of \$1,750,000 promptly following the date hereof.

7. All other terms and conditions of the Note shall remain in full force and effect without modification.

[Signature Page Follows]

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This Amendment to the 10.00% Promissory Note Due December 31, 2019 has been duly executed on the date hereinabove set forth.

**Borrower:**

IMAC HOLDINGS, INC.

By: /s/ Jeffrey Ervin

Name: Jeffrey Ervin

Title: Chief Executive Officer

**Lender:**

/s/ Edward S. Bredniak

Edward S. Bredniak

**Acknowledged and Accepted**

The Edward S. Bredniak Revocable Trust u/a dated 8/14/2015

By: /s/ Edward S. Bredniak

Name: Edward S. Bredniak

Title: Trustee

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