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**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): February 12, 2013**

Commission File No. **333-168413**

**ON-AIR IMPACT, INC.**

(Exact name of small business issuer as specified in its charter)

**Nevada**

(State or other Jurisdiction of  
Incorporation or Organization)

**27-2692640**

(I.R.S. Employer  
Identification No.)

**130 Maple Avenue, Suite 6D, Red Bank, NJ**

(Address of Principal Executive Offices)

**07701**

(Zip Code)

Issuer's Telephone Number: **(732)-530-7300**

Not Applicable

(Former name or former address, if changed since last report.)

With Copies to:

Philip Magri, Esq.

The Sourlis Law Firm

The Courts of Red Bank

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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 February 12, 2013, On-Air Impact, Inc., a Nevada corporation (the “Company”), entered into an Exchange Agreement with Virginia K. Sourlis pursuant to which the Company issued Ms. Sourlis a Non-Convertible Promissory Note (the “Note”) in the principal amount of \$8,000 bearing no interest and maturing on the one year anniversary of the date of issuance in exchange for 4,000,000 shares of the Company’s Series A Convertible Preferred Stock held by Ms. Sourlis. The Company has cancelled the 4,000,000 shares of Series A Convertible Preferred Stock.

As previously reported by the Company on a Form 8-K filed with the Securities and Exchange Commission on December 21, 2012, on December 18, 2012, the Company sold 4,000,000 shares of Series A Convertible Preferred Stock to Ms. Sourlis an aggregate purchase price of \$8,000.00 under Section 4(2) under the Securities Act of 1933, as amended.

The Company may prepay all or any portion of the principal of the Note at any time and from time to time without premium or penalty. Any such prepayment shall be applied against the installments of principal due under the Note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information contained under Item 1.01 of this Form 8-K is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description of Exhibits</b>
10.1	Exchange Agreement, dated February 12, 2013, between On-Air Impact, Inc. and Virginia K. Sourlis
10.2	Non-Convertible Promissory Note, dated February 12, 2013, by On-Air Impact, Inc. F/B/O Virginia K. Sourlis

**SIGNATURES**

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, there unto duly authorized.

**ON-AIR IMPACT, INC.**

Date: February 12, 2013

By: /s/ DOROTHY WHITEHOUSE

Name: Dorothy Whitehouse

Title: Chief Executive Officer, President and Director  
(Principal Executive Officer, Principal  
Financial Officer and Principal Accounting Officer)

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**EXCHANGE AGREEMENT**

**THIS AGREEMENT**, dated as of February 12, 2013, is entered into by and between **ON-AIR IMPACT, INC.**, (the "Company") and **VIRGINIA K SOURLIS** ("SOURLIS").

**WITNESSETH:**

**WHEREAS**, SOURLIS holds 4,000,000 Series A Convertible Preferred Shares of the Company ("Preferred Shares"); and

**WHEREAS**, SOURLIS is willing to exchange the Preferred Shares for a non-convertible Promissory Note in the amount of \$8,000 (the "Note").

**NOW, THEREFORE**, in consideration for the foregoing, the parties hereto agree as follows:

1. SOURLIS and the Company hereby agree to exchange the Preferred Shares for a n \$8,000 non-convertible Promissory Note pursuant. Thus., concurrently with the execution of this Agreement, the Preferred Shares shall immediately and automatically be cancelled on the books of the Company.

**IN WITNESS WHEREOF**, the Company and SOURLIS have caused this Agreement to be executed by their duly authorized representatives on the date as first written above.

*/s/ Virginia K. Sourlis*

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Virginia K. Sourlis

**ON-AIR IMPACT, INC.**

By: */s/ Dorothy Whitehouse*

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Dorothy Whitehouse  
Director and President

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**PROMISSORY NOTE**

\$8,000.00

Date: February 12, 2013

**Amount; Interest Rate** FOR VALUE RECEIVED, the undersigned, On-Air Impact, Inc. ("Maker"), hereby promises to pay to the order of Virginia K. Sourlis ("Holder"), at such address or such other place as designated in writing by the Holder, the principal sum of Eight Thousand DOLLARS (\$8,000.00), and interest on the outstanding principal balance from the date hereof at the rate of 0.0% per annum.

**Payment Schedule** The principal amount and interest of this Note shall be payable within one (1) year from the date hereof. All payments hereunder shall be applied first to interest then to principal.

**Waiver of Presentment** The undersigned waives presentment for payment, demand, protest and notice of protest and of non-payment.

**Delay; Waiver** The failure or delay by the holder of this Note in exercising any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. The holder of this Note may not waive any of its rights except by an instrument in writing signed by the holder.

**Prepayment** The undersigned may prepay all or any portion of the principal of this Note at any time and from time to time without premium or penalty. Any such prepayment shall be applied against the installments of principal due under this Note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

**Headings** The headings of the sections of this Note are inserted for convenience only and shall not be deemed to constitute a part of this Note.

**Amendment** This Note may not be amended without the written approval of the holder.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed on the day and year first above written.

ON-AIR IMPACT, INC.

*/s/ Dorothy A. Whitehouse*

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Dorothy A. Whitehouse  
Director and President

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