

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**Schedule TO**  
Amendment No. 1

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Tender Offer Statement under Section 14(d)(1) or 13(e)(1)  
Of the Securities Exchange Act of 1934

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**LifeVantage Corporation**

(Name of Subject Company (Issuer) and Filing Person (Offeror))

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Common Stock, par value \$0.001 per share  
(Title of Class of Securities)

53222K 10 6  
(CUSIP Number of Class of Securities)

Rob Cutler, Esq.  
General Counsel  
9815 South Monroe Street, Suite 100  
Sandy, Utah 84070  
(801) 432-9000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and  
Communications on Behalf of the Filing Persons)

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*With a copy to:*

Kirt W Shulldberg, Esq.  
Sheppard Mullin Richter & Hampton LLP  
12275 El Camino Real, Suite 200  
San Diego, California 92130  
(858) 720-8900

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**CALCULATION OF FILING FEE**

Transaction Valuation*	Amount of Filing Fee**
\$40,000,000.00	\$5,456.00

\* The transaction value is estimated only for purposes of calculating the filing fee. This amount is based on the offer to purchase for not more than \$40,000,000 in aggregate shares of common stock of LifeVantage Corporation at purchase price not greater than \$2.80 per share and not less than \$2.45 per share in cash.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, equals \$136.40 per million dollars of the value of the transaction.

x Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$5,456.00

Filing Party: LifeVantage Corporation

Form or Registration No.: Schedule TO-I

Date Filed: September 24, 2013

o Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

o third-party tender offer subject to Rule 14d-1.

x issuer tender offer subject to Rule 13e-4.

o going-private transaction subject to Rule 13e-3.

o amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: o

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This Amendment No. 1 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule TO initially filed with the Securities and Exchange Commission on September 24, 2013 (the "Schedule TO") by LifeVantage Corporation, a Colorado corporation ("LifeVantage" or the "Company"), pursuant to Rule 13e-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in connection with the Company's offer to purchase for cash up to \$40,000,000 in value of shares of its common stock, par value \$0.001 per share (the "Common Stock") (collectively the "Shares") (or a lower amount if not enough Shares are properly tendered and not properly withdrawn to allow us to purchase \$40,000,000 in value of Shares) at a price not greater than \$2.80 nor less than \$2.45 per Share, net to the seller in cash, less any applicable withholding taxes and without interest (the "Offer"). The Company's Offer is being made upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 24, 2013 ("Offer to Purchase"), and in the related Letter of Transmittal ("Letter of Transmittal") which, as amended or supplemented from time to time, together constitute the Offer.

All information in the Offer to Purchase and the related Letter of Transmittal, which were previously filed as Exhibits (a)(1)(A) and (a)(1)(B), respectively, to the Schedule TO, is hereby expressly incorporated by reference in answer to all items in this Amendment, and as more particularly set forth below.

#### **ITEM 4. Terms of the Transaction.**

(a)(1)(ii) Section 1 ("Number of Shares; Purchase Price Proration") of the Offer to Purchase is amended and supplemented by replacing the fourth paragraph (immediately following the bullets) of such section where it appears on Page 1 of "The Offer," in its entirety, with the following:

"Promptly following the Expiration Date, we will, upon the terms and subject to the conditions of the Offer, determine a single per Share price that we will pay for Shares properly tendered and not properly withdrawn pursuant to the Offer, taking into account the number of Shares tendered and the prices at which they are tendered. We will select the lowest purchase price specified by tendering shareholders that will allow us to buy \$40,000,000 in value of Shares (or a lower amount if not enough Shares are properly tendered and not properly withdrawn to allow us to purchase \$40,000,000 in value of Shares). All Shares purchased in the Offer will be purchased at the same Purchase Price. If tendering shareholders wish to maximize the chance that their Shares will be purchased, they should check the box in the section of the Letter of Transmittal captioned "Shares Tendered at a Price Determined Pursuant to the Offer." If tendering shareholders agree to accept the purchase price determined in the Offer, their Shares will be deemed to be tendered at the minimum price of \$2.45 per share. **Note that this election may lower the purchase price paid for all purchased Shares in the Offer and could result in the tendered Shares being purchased at the minimum price of \$2.45 per Share. See Section 3.**"

#### **ITEM 11. Additional Information.**

(c) Section 7 ("Conditions to the Offer") of the Offer to Purchase is amended and supplemented by replacing the final paragraph of such section where it appears on Page 15 of "The Offer," in its entirety, with the following:

"The foregoing addresses the only conditions under which we are not obligated to complete the Offer. The conditions referred to above are for our sole benefit and may be asserted by us regardless of the circumstances (other than any action or omission to act by us) giving rise to any condition, and may be waived by us, in whole or in part, at any time and from time to time in our reasonable discretion prior to the Expiration Date. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any right, and each such right will be deemed an ongoing right that may be asserted at any time and from time to time prior to the Expiration Date. If an offer condition is triggered, we will inform shareholders promptly (rather than waiting until expiration) as to how we wish to proceed and whether the condition is waived, unless the condition is one where the satisfaction of the condition may be determined only upon expiration. However, once the Offer has expired, then all of the conditions to the Offer, other than those requiring receipt of necessary governmental approvals, must have been satisfied or waived. In certain circumstances, if we waive any of the conditions described above, we may be required to extend the Expiration Date. Any determination by us concerning the events described above will be final and binding on all persons participating in the Offer, subject to such Offer participants disputing such determination in a court of

competent jurisdiction. Our right to terminate or amend the Offer or to postpone the acceptance for payment of, or the purchase of and the payment for Shares tendered if any of the above listed events occur (or shall have been reasonably determined by us to have occurred) at any time on or prior to the Expiration Date shall not be affected by any subsequent event regardless of whether such subsequent event would have otherwise resulted in the event having been “cured” or ceasing to exist.”

**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

LIFEVANTAGE CORPORATION

By: /s/ Rob Cutler

Name: Rob Cutler

Title: General Counsel

Date: September 27, 2013