

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): (September 3, 2015)

FLUX POWER HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction of
Incorporation)

000-25909
(Commission File Number)

86-0931332
(IRS Employer
Identification No.)

985 Poinsettia Avenue, Suite A, Vista, California
(Address of Principal Executive Offices)

92081
(Zip Code)

877-505-3589
(Registrant's telephone number, including area code)

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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EXPLANATORY NOTE FOR THE FILING OF FORM 8-K/A

This Form 8-K/A is filed by Flux Power Holdings, Inc. to correct the Loan Conversion Agreement attached as an exhibit to the Form 8-K filed on September 9, 2015, which did not accurately reflect Esenjay's right to convert additional amounts to be borrowed under the Loan Agreements at the conversion price equal to the future offering price of our Shares.

Item 1.01 Entry Into A Material Definitive Agreement.

On September 3, 2015, we entered into a Loan Conversion Agreement ("Conversion Agreement"), as amended on October 6, 2015 ("Amendment"), with Esenjay Investments LLC, our major stockholder and principal credit line holder ("Esenjay"), pursuant to which we agreed to issue 51,171,025 shares of our common stock (based on \$0.04 per share) (the "Shares") in exchange for the cancellation of a total principal amount of \$2,000,000 ("Principal Amount") outstanding under the Secondary Revolving Promissory Note, the Bridge Loan Promissory Note and the Unrestricted Line of Credit (collectively, the "Loan Agreements"), with Esenjay, plus \$46,841 in accrued and unpaid interest on such Principal Amount as of September 3, 2015 (the accrued interest together with the Principal Amount referred to as the "Debt"). In addition, under the Conversion Agreement, we agreed to allow Esenjay the right to convert additional amounts to be borrowed under the Loan Agreements at the conversion price equal to the future offering price of our Shares. The Loan Agreements expire December 31, 2015.

Michael Johnson, our director, is a director and shareholder of Esenjay as further described in our Form 10-K for the fiscal year ended June 30, 2103.

The foregoing description of the terms of the Conversion Agreement and Amendment do not purport to be complete and is qualified in its entirety by reference to the full text of the respective agreements, a copy of which is filed hereto as Exhibits 10.1 and 10.2.

Item 3.02 Unregistered Sales of Equity Securities.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 3.02. The securities offered and sold to Esenjay have not been registered under the Securities Act of 1933, as amended ("Securities Act"), and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act. The securities were offered and sold to the investor in reliance upon exemptions from registration pursuant to in Section 4(a)(2) of the Securities Act or Rule 506 of Regulation D. Esenjay qualified as an "accredited investor" (as defined by Rule 501 under the Securities Act).

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
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10.1	Loan Conversion Agreement (Incorporated by reference from Form 8-K filed with the SEC on September 9, 2015)
10.2	Amendment to Loan Conversion Agreement

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.

Flux Power Holdings, Inc.,
A Nevada Corporation

Dated: October 6, 2015

/s/ Ron Dutt
Ron Dutt, Chief Executive Officer and Interim Chief Financial Officer

AMENDMENT TO THE LOAN CONVERSION AGREEMENT

THIS AMENDMENT TO LOAN CONVERSION AGREEMENT (this "Amendment") is made and entered into as of October 6, 2015, by and between Flux Power Holdings, Inc., a Nevada corporation ("Flux Holdings"), Flux Power, Inc., a California corporation ("Flux Power" and together with Flux Holdings, the "Company") and Esenjay Investments, LLC ("Esenjay"). This Amendment amends the Loan Conversion agreement between the Company and Esenjay September 3, 2015 (the "Original Agreement"). All capitalized terms used and not defined in this Amendment shall have the meaning ascribed to them in the Original Agreement.

RECITALS:

WHEREAS, it was the intent of the Parties that (i) Esenjay converted all of the Debt into 51,171,025 Shares, and (ii) Esenjay shall have the right to convert additional amounts to be borrowed under the Loans at the conversion price equal to the future offering price of the Shares;

WHEREAS, under the Original Agreement the Debt was converted into 51,171,025 Shares on September 3, 2015 but the Original Agreement did not properly reflect Esenjay's right to convert additional amounts to be borrowed under the Loans at the conversion price equal to the future offering price of the Shares;

WHEREAS, the Parties wish to amend the Original Agreement to properly reflect the intent of the Parties.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Section 1.1 of the Original Agreement is hereby amended by substituting the following for such Section 1.1 in its entirety:

"1.1 Debt Conversion. Esenjay hereby agrees and acknowledges the conversion of the Debt into shares of Common Stock ("Shares") at a conversion price of \$0.04 per share ("Debt Conversion"). In addition, the Parties agree that the Loans are hereby amended granting Esenjay the right to convert additional amounts to be borrowed under the Loans (after September 3, 2015) at the conversion price equal to the future offering price of the Shares."

2. Ratification of Original Agreement. The Original Agreement and Loans, as expressly amended hereby, is ratified and affirmed by the Company and Esenjay, and remains in full force and effect.

3. Survival. All representations, warranties, covenants, indemnifications and obligations set forth in the Original Agreement (as amended hereby), this Amendment and all agreements, certificates and instruments delivered in connection therewith or herewith shall survive the execution and delivery of this Amendment and shall remain in full force and effect in accordance with their respective terms to the extent provided in the Original Agreement (as amended hereby), this Amendment and all agreements, certificates and instruments.

4. Counterparts. This Amendment may be executed in any number of counterparts, all of which together shall constitute one instrument.

ESENJAY:

Esenjay Investments, LLC

By: /s/ Michael E. Johnson
Name: Michael Johnson, Manager

Address: 500 N. Water Street, Suite 1100S
Corpus Christi, Texas 78401

COMPANY:

Flux Power Holdings Inc.

By: /s/ Ron Dutt
Name: Ron Dutt
Title: CEO

Flux Power, Inc.

By: /s/ Ron Dutt
Name: Ron Dutt
Title: CEO
