

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): (November 13, 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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**Item 1.01 Entry Into A Material Definitive Agreement.**

On September 3, 2015, we entered into a Loan Conversion Agreement (“Conversion Agreement”), as amended by that certain Amendment to the Loan Conversion Agreement dated October 6, 2015 (“First 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.

In addition, under the First Amendment, we granted 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 (“Conversion Right”). However, the setting of the conversion price to a future price triggered an unintended accounting treatment of the Conversion Right. As such, on November 13, 2015, pursuant to the terms of that certain Amendment No. 2 to the Loan Conversion Agreement (the “Second Amendment”) effective as of September 3, 2015, the parties agreed to further amend the Conversion Agreement, as amended, to (a) rescind Esenjay’s right to convert additional amounts to be borrowed under the Loan Agreements at a conversion price equal to the future offering price of our shares., and (b) clarify that only \$2,000,000 of the total outstanding principal amount of \$2,200,000 of debt under the Loan Agreements as of September 3, 2015, was eligible for conversion at \$0.04 per share.

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, 2015.

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

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Amendment No. 2 to Loan Conversion Agreement*

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\*filed herewith

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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: November 16, 2015

/s/ Ronald F. Dutt  
Ronald F. Dutt, Chief Executive Officer and Interim Chief Financial Officer

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**Exhibit 10.1**

**AMENDMENT NO. 2 TO THE LOAN CONVERSION AGREEMENT**

THIS AMENDMENT NO. 2 TO LOAN CONVERSION AGREEMENT (this "Amendment") is made and entered into as of November 13, 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" and together with the Company, the "Parties") to be effective as of September 3, 2015. This Amendment amends the Loan Conversion Agreement between the Company and Esenjay dated September 3, 2015 (the "Original Agreement"), as amended by that certain Amendment to the Loan Conversion Agreement dated October 6, 2015 (the "First Amendment"). All capitalized terms used and not defined in this Amendment shall have the meaning ascribed to them in the Original Agreement and the First Amendment.

**RECITALS**

WHEREAS, on September 3, 2015, the Company and Esenjay entered into the Original Agreement pursuant to which Flux Power agreed to issue 51,171,025 shares of its 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 debt (total Esenjay outstanding debt was \$2,200,000 at September 3, 2015) 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.

WHEREAS, on October 6, 2015, the Company and Esenjay entered into the First Amendment pursuant to which the Company granted Esenjay the right to convert additional amounts to be borrowed under the Loan Agreements into shares of its common stock at the conversion price equal to the future offering price of its shares ("Conversion Right").

WHEREAS, the Original Agreement as amended by the First Amendment has triggered an unintended accounting treatment of the Conversion Right, and the Parties desire to amend the Original Agreement a second time to rescind Esenjay's right to convert additional amounts to be borrowed under the Loan Agreements at a conversion price equal to the future offering price of Company's shares.

WHEREAS, the Parties now wish to amend Section 1.1 of the Original Agreement, as amended, to be effective as of September 3, 2015, to properly reflect the intent of the Parties regarding the Conversion Right.

**AGREEMENT**

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, as amended by the First Amendment, is hereby further amended by substituting the following provision for such Section 1.1 in its entirety:

"1.1 Debt Conversion. Esenjay hereby agrees and acknowledges that as of September 3, 2015, Company had principal amount of \$2,200,000 of debt outstanding under the Loan Agreements, of which only \$2,000,000 is convertible into shares of Common Stock ("Shares") at a conversion price of \$0.04 per share ("Debt Conversion")."

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2        Clarification. Esenjay hereby acknowledges and confirms that except as set forth in Section 1.1 of the Original Agreement, as amended by this Amendment, it does not have a right to convert additional amounts to be borrowed under the Loan Agreements at a conversion price equal to the future offering price of Company's shares or at \$0.04 per share.

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

4 .        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.

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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 Johnson  
Name: Michael Johnson, Manager

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

COMPANY:

Flux Power Holdings Inc.

By: /s/ Ronald F. Dutt  
Name: Ronald F. Dutt  
Title: CEO

Flux Power, Inc.

By: /s/ Ronald F. Dutt  
Name: Ronald F. Dutt  
Title: CEO

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