

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): (December 29, 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 December 29, 2015, we entered into a Second Amendment to the Unrestricted and Open Line of Credit (“Amendment”), with Esenjay Investments LLC, our major stockholder and principal credit line holder (“Esenjay”), pursuant to which we agreed to amend certain terms of the Unrestricted and Open Line of Credit dated September 24, 2012, as amended by that certain First Amendment to the Unrestricted and Open Line of Credit dated October 16, 2013 (as amended, the “Agreement”). Under the Amendment, the Agreement was modified and amended to (i) extend the maturity date of the loan provided under the Agreement (the “2012 Loan”) to July 30, 2016; (ii) increase the maximum principal amount available under the 2012 Loan from \$2,000,000 to \$2,500,000; and (iii) reduce the conversion price to \$0.30 to \$0.06. As of December 29, 2015, Esenjay has advanced us an aggregate of \$1,575,000 under the 2012 Loan.

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 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	Second Amendment to the Unrestricted and Open Line of Credit

*filed herewith

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: January 4, 2016

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

**SECOND AMENDMENT TO THE
UNRESTRICTED AND OPEN LINE OF CREDIT**

This **Second Amendment to the Unrestricted and Open Line of Credit** (the "Amendment") is made and effective as of December 29, 2015 ("**Amendment Effective Date**") by and between Flux Power, Inc., a California corporation (the "**Borrower**"), and Esenjay Investments, LLC (the "**Lender**").

Pursuant to the terms and conditions hereof, the Amendment is hereby incorporated into the 2012 Loan (as defined below) as if fully set forth therein. Capitalized terms used herein and not otherwise defined shall have the meaning assigned in the 2012 Loan and the First Amendment (as defined below).

RECITALS

WHEREAS, Borrower and Lender have entered into that certain Unrestricted and Open Line of Credit dated September 24, 2012 (the "**2012 Loan**"), and whereby Lender has made available to the Borrower a line of credit with a maximum principal amount at any time outstanding of up to \$2,000,000 on terms and conditions set forth in the 2012 Loan and as amended by the First Amendment to the Unrestricted and Open Line of Credit dated October 16, 2013 ("**First Amendment**");

WHEREAS, as of the Amendment Effective Date, Lender has advanced to the Borrower an aggregate of \$1,575,000 under the 2012 Loan;

WHEREAS, the parties desires to amend the 2012 Loan pursuant to the terms and conditions of this Amendment to (i) extend the maturity date from December 31, 2015 to July 30, 2016 ("**Extension**"), (ii) increase the line of credit from \$2,000,000 to \$2,500,000, and (iii) to reduce the Conversion Price under the First Amendment from \$0.30 to \$0.06.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maturity Date. The Maturity Date referenced in the 2012 Loan is hereby deleted in its entirety and shall, as of the Amendment Effective Date, be amended to read in its entirety as follows:

"Maturity Date: July 30, 2016"

2. Principal Amount. The Principal Amount referenced in the 2012 Loan is hereby deleted in its entirety and shall, as of the Amendment Effective Date, be amended to read in its entirety as follows:

"Principal Amount: Up to a maximum of \$2,500,000.

3. Conversion Price. As consideration for the Extension and increase to the 2012 Loan, the Borrower and Flux Power Holdings, Inc. ("Flux Power") hereby agree to amend the Conversion Price from \$0.30 to \$0.06, which is above the closing trading price of common stock of Flux Power Holdings, Inc. at December 28, 2015. The parties acknowledge and agree that this Section 3 of the Amendment, as of the Amendment Effective Date, supersedes any rights Lender may have under the Loan Conversion Agreement, by and amongst the Lender, Borrower and Flux Power, dated September 3, 2015, as amended.

4. Except as amended hereby, all the terms of the 2012 Loan, as amended, are hereby ratified and acknowledged as being in full force and effect.

5. This Amendment may be executed in two counterparts, each of which shall constitute an original and which, together, shall constitute one and the same instrument. The parties may execute facsimile copies of this Amendment and delivery by facsimile shall be deemed to be delivery of an executed Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its authorized representative as of the date set forth above.

BORROWER

Flux Power, Inc.,
a California corporation

/s/ Ronald Dutt

By: Ronald Dutt

Title: Chief Executive Officer

LENDER

Esenjay Investments, LLC,

/s/ Howard Willimas

By: Howard Williams

Title: Treasurer

Agreed and consented.

Flux Power Holdings, Inc.,
a Nevada corporation

/s/ Ronald Dutt

By: Ronald Dutt

Title: Chief Executive Officer

Dated: December 29, 2015
