

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): March 29, 2016

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 March 29, 2016, we entered into a Third 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 further amended by that certain Second Amendment to the Unrestricted and Open Line of Credit dated December 29, 2015 (as amended, the “Agreement”). Under the Amendment, the Agreement was modified and amended to increase the maximum principal amount available under the Agreement from \$2,500,000 to \$3,500,000. As of March 29, 2016, Esenjay has advanced us an aggregate of \$2,475,000 under the Agreement.

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	Third 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: March 31, 2016

/s/ Ron Dutt

Ron Dutt, Chief Executive Officer and Interim Chief Financial Officer

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

This **Third Amendment to the Unrestricted and Open Line of Credit** (the "**Amendment**") is made and effective as of March 29, 2016 ("**Amendment Effective Date**") by and between Flux Power, Inc., a California corporation (the "**Borrower**"), and Esenjay Investments, LLC (the "**Lender**" and together with the Borrower, the "**Parties**").

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

RECITALS

WHEREAS, Borrower and Lender have entered into that certain 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 and further amended by that certain Second Amendment to the Unrestricted and Open Line of Credit dated December 29, 2015 (as amended, the "**Loan Agreement**"),

WHEREAS, pursuant to the terms of the Loan Agreement, Lender has made available to the Borrower a line of credit with a maximum principal amount at any time outstanding of up to \$2,500,000 on terms and conditions set forth in the Loan Agreement;

WHEREAS, as of the Amendment Effective Date, Lender has advanced to the Borrower an aggregate of \$2,475,000 under the Loan Agreement; and

WHEREAS, the Borrower and Lender desires to amend the Loan Agreement pursuant to the terms and conditions of this Amendment increase the line of credit from \$2,500,000 to \$3,500,000.

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 Lender and Borrower hereto agree as follows:

1. The Principal Amount referenced in the Loan Agreement 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 \$3,500,000."

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

3. 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/ Ron Dutt

By: Ronald Dutt
Title: Chief Executive Officer

LENDER

Esenjay Investments, LLC,

/s/ Howard Williams

By: Howard Williams
Title: Treasurer

Agreed and consented.

Flux Power Holdings, Inc.,
a Nevada corporation

/s/ Ron Dutt

By: Ron Dutt
Title: Chief Executive Officer

Dated: March 29, 2016