

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): (April 11, 2017)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§30.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry Into A Material Definitive Agreement.

On April 11, 2017, we entered into a Fifth 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 by that certain Second Amendment to the Unrestricted and Open Line of Credit dated December 29, 2015, as amended by that certain Third Amendment to the Unrestricted and Open Line of Credit dated March 29, 2016, and as further amended by a certain Fourth Amendment to the Unrestricted and Open Line of Credit dated July 27, 2016, (as amended, the “Agreement”). Under the Amendment, the Agreement was modified and amended to (i) increase the maximum principal amount of the loan provided under the Agreement (the “2012 Loan”) from \$3,500,000 to \$5,000,000; and (ii) effective April 1, 2017, increase the annual interest rate on the outstanding balance and future drawdowns on the 2012 Loan from 6% per annum to 8% per annum. As of April 11, 2017, Esenjay has advanced us an aggregate of \$3,545,000 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, 2016.

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	Fifth 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: April 11, 2017

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

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

This **Fifth Amendment to the Unrestricted and Open Line of Credit** (the "**Amendment**") is made and effective as of April 11, 2017 ("**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 (as defined below).

RECITALS

WHEREAS, Borrower and Lender have entered into that certain Unrestricted and Open Line of Credit dated September 24, 2012, as subsequently amended by the First Amendment dated October 16, 2013, the Second Amendment dated December 29, 2015, the Third Amendment dated March 29, 2016, and the Fourth Amendment dated July 27, 2016 (as amended the "**2012 Loan**");

WHEREAS, as of the Amendment Effective Date, Lender has advanced to the Borrower an aggregate of \$3,545,000 under the 2012 Loan;

WHEREAS, the parties desire to amend the 2012 Loan pursuant to the terms and conditions of this Amendment to increase the credit line from \$3,500,000 to \$5,000,000, and to increase the interest rate from 6% to 8% per annum on all outstanding debt and future drawdowns effective April 1, 2017.

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. 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 \$5,000,000"

2. Annual Interest Rate. The Annual Interest Rate 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:

"Annual Interest Rate: The Annual Interest Rate for all outstanding debt and future drawdowns from April 1, 2017 to the Maturity Date shall be eight percent (8%) per annum."

3. 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.

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/ Ronald 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/ Ronald Dutt

By: Ronald Dutt
Title: Chief Executive Officer
Dated: April 11, 2017