

---

---

**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 30, 2020

**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.)

**2685 S. Melrose Drive, 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))

Securities registered pursuant to Section 12(b) of the Act: None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 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.**

Effective as of April 30, 2020, Flux Power, Inc. (“Flux”), a wholly-owned subsidiary of Flux Power Holdings, Inc. (the “Registrant”), and Cleveland Capital, L.P. (“Cleveland”), a holder of the Unsecured Promissory Note issued on July 3, 2019 (“Original Note”), as amended by that (i) certain First Amendment to the Unsecured Promissory Note dated September 1, 2019 (“First Amendment”), (ii) certain Second Amendment to the Unsecured Promissory Note dated December 3, 2019 (“Second Amendment”), (iii) that certain Third Amendment to the Unsecured Promissory Note dated December 31, 2019 (“Third Amendment”), and (iv) that certain Fourth Amendment to the Unsecured Promissory Note dated March 31, 2020 (“Fourth Amendment” and together with the Original Note, the First Amendment, the Second Amendment and the Third Amendment, the “Amended Note”), executed the Fifth Amendment to the Unsecured Promissory Note (“Fifth Amendment”) which (a) extends the maturity date of the Amended Note from April 30, 2020 to May 31, 2020, and (b) capitalized all accrued and unpaid interest to the principal amount as of April 30, 2020. The Amended Note was issued pursuant to that certain Loan Agreement dated July 3, 2019 by and among, Flux, the Registrant and Cleveland.

Cleveland is also a party to that certain Second Amended and Restated Credit Facility Agreement dated October 10, 2019, with Flux pursuant to which Cleveland and other lenders have agreed to provide Flux with a line of credit for up to \$12,000,000 (“LOC”). In connection with the LOC, Flux issued a secured promissory note to Cleveland and became a party to that certain Amended and Restated Security Agreement, as amended, with Cleveland and other lenders under the LOC.

This summary of Fifth Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Fifth Amendment, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits**

Exhibit No.	Exhibit Description
10.1	<a href="#">Fifth Amendment to the Unsecured Promissory Note - Cleveland Capital, L.P.</a>

**SIGNATURES**

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

By: /s/ Ronald F. Dutt  
Ronald F. Dutt, Chief Executive Officer

---

Dated: May 1, 2020

**FIFTH AMENDMENT TO THE  
UNSECURED PROMISSORY NOTE**

THIS FIFTH AMENDMENT TO THE UNSECURED PROMISSORY NOTE (this "Fifth Amendment"), effective as of April 30, 2020, is by and between Flux Power, Inc., a California corporation ("Borrower") and Cleveland Capital, L.P. ("Holder"). Holder and Borrower, each a "Party" and collectively, the "Parties".

**RECITALS**

WHEREAS, the Borrower, Flux Power Holdings, Inc., and the Holder entered into that certain Loan Agreement dated July 3, 2019 (the "Loan Agreement"), pursuant to which the Holder provided a loan to the Company in the amount of One Million Dollar (\$1,000,000) ("Loan") pursuant to the terms and conditions of the Loan Agreement. In connection with the Loan, the Borrower issued a certain Unsecured Promissory Note dated July 3, 2019 ("Original Note"), as amended pursuant to the First Amendment to the Unsecured Promissory Note dated September 1, 2019 ("First Amendment"), the Second Amendment to the Unsecured Promissory Note dated December 3, 2019 ("Second Amendment"), the Third Amendment to the Unsecured Promissory Note dated December 31, 2019 ( the "Third Amendment") and the Fourth Amendment to the Unsecured Promissory Note dated March 31, 2020 (the "Fourth Amendment" and together with the Original Note, the First Amendment, the Second Amendment, and the Third Amendment,, the "Amended Note").

WHEREAS, the maturity date for the Loan under the Amended Note is April 30, 2020.

WHEREAS, the Parties desires to amend the Amended Note to change the maturity date from "April 30, 2020" to "May 31, 2020."

**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. Section 1(b) of the Amended Note is hereby deleted in its entirety and shall, be amended to read in its entirety as follows:

“(b) “Maturity Date. Except as otherwise provided herein, the entire Principal Amount of this Note, together with all accrued but unpaid interest payable thereon, shall be due and payable in full on the earlier of: (i) May 31, 2020 (the “Maturity Date”) or (ii) the occurrence of an Event of Default (as defined below); provided, however, the Borrower shall make periodic payments of interest and principal within ten (10) days upon receipt of cash from accounts receivables identified in Schedule A (“Receivables”), an amount equal to 100% of cash received from such Receivables. Such payments shall be applied first to the payment of unpaid interest and second to reduce the outstanding Principal amount.”

2. Accrued Interest to Date. As additional consideration, the Parties agreed that all accrued and unpaid interest on the Principal Amount as of April 30, 2020 shall be converted into the Principal Amount and shall earn interest per the Amended Note.

3. Miscellaneous.

3.1 Except as expressly amended and modified by this Fifth Amendment, the Amended Note is and shall continue to be in full force and effect in accordance with the terms thereof.

3.2 This Fifth Amendment may be executed by the parties hereto in counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3.3 The Fifth Amendment shall be construed in accordance and governed by the internal laws of the state of California.

3.4 The headings contained in this Fifth Amendment are for ease of reference only and shall not be considered in construing this Fifth Amendment.

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

**BORROWER:**

**Flux Power, Inc.,**  
a California corporation

*/s/ Ronald F. Dutt*

\_\_\_\_\_  
Ronald F. Dutt, President and Chief Executive Officer

**HOLDER:**

**Cleveland Capital, L.P.**

By: */s/Wade Massad*

\_\_\_\_\_  
Wade Massad, Co-Managing Member, GP