

**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): January 10, 2023

**FLUX POWER HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or Other Jurisdiction  
of Incorporation)

**001-31543**  
(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:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	FLUX	Nasdaq Capital Market

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**

On January 10, 2023, Flux Power, Inc. ("Flux"), a wholly-owned subsidiary of Flux Power Holdings, Inc. (the "Registrant" and together with Flux, the "Company"), and the Registrant entered into a Fourth Amendment to Loan and Security Agreement (the "Fourth Amendment") with Silicon Valley Bank ("SVB"), which amended certain terms of the Loan and Security Agreement dated November 9, 2020, as amended on October 29, 2021, as further amended on June 23, 2022, and as further amended on November 7, 2022 (together with the Fourth Amendment, the "Agreement"), including but not limited to, (i) increasing the amount of the revolving line of credit from \$8.0 million to \$14.0 million, (ii) removing the liquidity ratio financial covenant of the Company under Section 6.9 of the Agreement, (iii) amending the definition of Borrowing Base (as defined in the Fourth Amendment), which includes a new defined term for Net Orderly Liquidation Value (as defined in the Fourth Amendment), and (iv) removing certain defined liquidity terms under Section 13.1 of the Agreement.

Pursuant to the Fourth Amendment, the Registrant agreed to pay SVB a non-refundable amendment fee of Ten Thousand Dollars Dollars (\$10,000.00) and SVB's legal fees and expenses incurred in connection with the Fourth Amendment.

The foregoing description of the Fourth Amendment does not purport to be a complete description of the terms and is qualified in its entirety by reference to the full text of the Fourth Amendment, which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

**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 7.01 Regulation FD Disclosure**

On January 13, 2023, the Company issued a press release announcing the entry into the Fourth Amendment with SVB and the expansion of its credit facility with SVB from \$8 million to \$14 million. A copy of the press release is attached hereto as Exhibit 99.1, and is incorporated herein by reference.

The information reported under Item 7.01 in this Current Report on Form 8-K and Exhibit 99.1 attached hereto are being "furnished" and shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any information contained herein.

#### Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Exhibit Description</u>
10.1	<a href="#">Fourth Amendment to Loan and Security Agreement, dated January 10, 2023</a>
99.1	<a href="#">Press Release dated January 13, 2023</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

#### 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: January 13, 2023

**FOURTH AMENDMENT  
TO  
LOAN AND SECURITY AGREEMENT**

This Fourth Amendment to Loan and Security Agreement (this “**Amendment**”) is entered into this 10<sup>th</sup> day of January, 2023, by and between (i) **SILICON VALLEY BANK**, a California corporation (“**Bank**”), (ii) **FLUX POWER, INC.**, a California corporation (“**Flux**”), and (iii) **FLUX POWER HOLDINGS, INC.**, a Nevada corporation (“**Holdings**” and together with Flux, individually and collectively, jointly and severally, “**Borrower**”).

**RECITALS**

**A.** Bank and Borrower have entered into that certain Loan and Security Agreement dated as of November 9, 2020, as amended by that certain First Amendment to Loan and Security Agreement, dated as of October 29, 2021, and as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of June 23, 2022, and as further amended by that certain Third Amendment to Loan and Security Agreement dated as of November 7, 2022 (as the same may from time to time be further amended, modified, supplemented or restated, the “**Loan Agreement**”).

**B.** Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

**C.** Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more fully set forth herein.

**D.** Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

**2. Amendments to Loan Agreement.**

**2.1 Section 5.3 (Accounts Receivable; Inventory).** Clause (c) of Section 5.3 is deleted in its entirety and replaced with the following:

“(c) For any item of Inventory consisting of Eligible Inventory in any Borrowing Base Report, such Inventory (i) consists of finished goods or raw materials which are standard lithium battery cells or steel parts, in good, new, and salable condition, which is not perishable, returned, consigned, obsolete, not sellable, damaged, or

defective, and is not comprised of demonstrative or custom inventory, works in progress, other raw materials, packaging or shipping materials, or supplies; (ii) meets all applicable governmental standards; (iii) has been manufactured in compliance with the Fair Labor Standards Act; (iv) is not subject to any Liens, except Permitted Liens consisting of customary Liens in favor of any landlord, warehouseman, broker, common carrier or other bailee where such Person executed (A) as to any landlord a landlord waiver, leasehold mortgage, estoppel agreement, or the lease contains a waiver in form and substance reasonably satisfactory to Bank, as applicable, and (B) as to any broker, warehouseman, common carrier or bailee, a bailee waiver in favor of Bank; (v) is owned solely by Borrower and subject to a perfected first priority Lien granted in favor of Bank under this Agreement; (vi) is not leased or on consignment to Borrower or on consignment by Borrower; (vii) is insured in accordance with the terms of this Agreement; (viii) is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which Borrower has received notice of a dispute in respect of any such agreement; (ix) is of the type usually sold in the ordinary course of Borrower's business; and (x) is located in the United States at the locations identified by Borrower in the Perfection Certificate where it maintains Inventory (or at any location permitted under Section 7.2)."

**2.2 Section 6.9 (Financial Covenants).** Clause (a) of Section 6.9 is deleted in its entirety and replaced with the following:

" (a) EBITDA. Maintain, measured as of the end of each month during the following periods, EBITDA, on a trailing six (6) month basis, of at least (loss not greater than) the following:

<b>Monthly Period Ending</b>	<b>Minimum EBITDA (loss not greater than)</b>
October 1, 2022 through October 31, 2022	(\$4,500,000.00)
November 1, 2022 through December 31, 2022	(\$4,000,000.00)
January 1, 2023 through January 31, 2023	(\$3,000,000.00)
February 1, 2023 through February 28, 2023	(\$2,500,000.00)
March 1, 2023 through March 31, 2023	(\$2,000,000.00)
April 1, 2023 through April 30, 2023	(\$1,500,000.00)
May 1, 2023 through May 31, 2023	(\$750,000.00)"

**2.3 Section 6.9 (Financial Covenants).** Clause (b) of Section 6.9 is deleted in its entirety and intentionally omitted.

**2.4 Section 13 (Definitions).** The following terms and their respective

definitions set forth in Section 13.1 are deleted in their entirety and replaced with the following:

“ **“Borrowing Base”** is (a) eighty percent (80%) of Eligible Accounts plus (b) (i) prior to the Initial Inventory Appraisal, the lesser of (A) fifty percent (50%) of the value of Borrower’s Eligible Inventory (valued at cost), or (B) Two Million Four Hundred Thousand Dollars (\$2,400,000.00); and (ii) after the Initial Inventory Appraisal, the lesser of (A) fifty percent (50%) of the value of Borrower’s Eligible Inventory (valued at cost), (B) eight-five percent (85%) of the Net Orderly Liquidation Value, or (C) Seven Million Dollars (\$7,000,000.00); in each case as determined by Bank from Borrower’s most recent Borrowing Base Report (and as may subsequently be updated by Bank based upon information received by Bank including, without limitation, Accounts that are paid and/or billed following the date of the Borrowing Base Report); provided, however, that Bank has the right to decrease the foregoing amount and/or percentages in its good faith business judgment to mitigate the impact of events, conditions, contingencies, or risks which may adversely affect the Collateral or its value.”

“ **“Revolving Line”** is an aggregate principal amount equal to Fourteen Million Dollars (\$14,000,000.00).”

**2.5 Section 13 (Definitions).** Clause (y) of the definition of “Eligible Accounts” is hereby deleted in its entirety and replaced with the following:

“(y) Accounts owing from an Account Debtor, whose total obligations to Borrower exceed twenty-five percent (25.0%) of all Accounts, for the amounts that exceed that percentage, unless Bank approves in writing, with the exception of accounts owing from Toyota and/or its subsidiaries and affiliates, for which such percentage is fifty percent (50.0%), for the amounts that exceed that percentage, unless Bank approves in writing;”

**2.6 Section 13 (Definitions).** The following new defined terms are hereby inserted alphabetically in Section 13.1:

“ **“Initial Inventory Appraisal”** is Bank’s (or its representatives) inspection, performance of appraisals of, and conducting of a liquidation analysis with respect to the Borrower’s Inventory, with results satisfactory to Bank in its sole and absolute discretion.”

“ **“Net Orderly Liquidation Value”** is the net orderly liquidation value of Borrower’s Eligible Inventory as set forth in the most recent inventory appraisal.”

**2.7 Section 13 (Definitions).** The following defined terms set forth in Section 13.1 are deleted in their entirety:

“ **“Liquidity”** is, as of any date of determination, the sum of (a) the aggregate amount of unrestricted and unencumbered cash held at such time by Borrower in Deposit Accounts maintained with Bank, plus (b) net billed accounts receivable;

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provided that any net billed accounts receivable generated from Caterpillar and Crown V-Force shall be excluded from this definition.”

“ **“Liquidity Ratio”** is, as of any date of determination, the result of (a) Liquidity divided by (b) the aggregate outstanding principle balance of the Advances.”

**2.8 Exhibit B (Compliance Certificate).** The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Certificate attached as **Schedule 1** attached hereto.

**3. Limitation of Amendments.**

**3.1** The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

**4.1** Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

**4.2** Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

**4.3** The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

**4.4** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

**4.5** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting

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Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

**4.6** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

**4.7** This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**5. Ratification of Intellectual Property Security Agreement.** Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of a certain Intellectual Property Security Agreement dated as of the Effective Date between Borrower and Bank, as supplemented by that certain First Supplement to Intellectual Property Security Agreement dated as of October 29, 2021, and acknowledges, confirms and agrees that said Intellectual Property Security Agreement, as supplemented, (a) contains an accurate and complete listing of all Intellectual Property Collateral (as defined therein) and (b) shall remain in full force and effect.

**6. Ratification of Perfection Certificates.** Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in certain Perfection Certificates dated as of June 23, 2022, and acknowledges, confirms and agrees that with the exception of (i) the annual report on Form 10-K for the fiscal year ended June 30, 2022 being filed with the Securities and Exchange Commission on September 28, 2022 in reference to No. 2(b) of the Perfection Certificates, (ii) Flux Power, Inc.'s property is subject to a new security interest held by Corporation Service Company for equipment lease in reference to No. 6(b) of the Perfection Certificates and (iii) the deletion of Jon Berry (former COO) and his information in No. 11 of the Perfection Certificates, the disclosures and information Borrower provided to Bank in such Perfection Certificates have not changed, as of the date hereof.

**7. Integration.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

**8. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Each party hereto may execute this Amendment by electronic means and

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recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

**9. Effectiveness.** As conditions precedent to the effectiveness of this Amendment, Bank shall have received the following documents prior to or concurrently with this Amendment, each in form and substance reasonably satisfactory to Bank:

**9.1** This Amendment duly executed on behalf of the parties hereto;

**9.2** Borrower's payment of (i) a fully earned, non-refundable amendment fee of Ten Thousand Dollars (\$10,000.00), and (ii) Bank's legal fees and expenses incurred in connection with this Amendment;

**9.3** the Acknowledgment and Reaffirmation of Subordination Agreement;

**9.4** a secretary's certificate of Borrower with respect to Borrower's Operating Documents, incumbency, specimen signatures and resolutions authorizing the execution and delivery of this Amendment and the other Loan Documents to which it is a party;

**9.5** duly executed signatures to the completed Borrowing Resolutions for Borrower;

**9.6** certified copies, dated as of a recent date, of UCC and other lien searches of Borrower, as Bank may request and which shall be obtained by Bank, accompanied by written evidence (including any UCC termination statements) that the Liens revealed in any such searches either (i) will be terminated prior to or in connection with this Amendment, or (ii) will constitute Permitted Liens; and

**9.7** A long-form good standing certificate of Borrower, certified by the jurisdiction of incorporation of Borrower, dated as of a date no earlier than thirty (30) days prior to the date hereof.

[Signature page follows.]

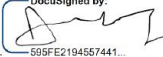
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

**BANK**

SILICON VALLEY BANK

By:  \_\_\_\_\_  
Name: Joshua Wagner  
Title: Director

**BORROWER**

FLUX POWER, INC.

By:  \_\_\_\_\_  
Name: Ronald F. Dutt  
Title: Chief Executive Officer

FLUX POWER HOLDINGS, INC.

By:  \_\_\_\_\_  
Name: Chuck Scheiwe  
Title: Chief Financial Officer





## Flux Power Announces Expanded \$14 Million Credit Facility with Silicon Valley Bank

*Increased Credit Capacity Provides Ample Capital Resources to Meet Targeted Fiscal 2023 Growth & Profitability Objectives*

**VISTA, CA — January 13, 2023 — Flux Power Holdings, Inc.** (NASDAQ: [FLUX](#)), a developer of advanced [lithium-ion](#) energy storage solutions for electrification of commercial and industrial equipment, has expanded the available credit under its existing facility with Silicon Valley Bank (“SVB Credit Facility”). The amended agreement increases the available capacity of the facility from \$8 million to \$14.0 million to support higher working capital requirements related to increased customer demand.

The Fourth Amendment includes but is not limited to increasing the amount of the revolving line of credit from \$8.0 million to \$14.0 million, removing the liquidity ratio financial covenant of the Company, amending the definition of Borrowing Base (as defined in the Fourth Amendment), which includes a new defined term for Net Orderly Liquidation Value (as defined in the Fourth Amendment), and removing certain defined liquidity terms.

“We are pleased to have entered into this amended credit facility providing \$6.0 million in increased availability on our asset-based lending line, providing the additional cash to fund the inventory and receivables needed to meet our targeted growth goals,” said Ron Dutt, Flux Power Chief Executive Officer. “Silicon Valley Bank is a trusted banking advisor that has been part of our continued growth through the years as we’ve scaled our company. The additional availability also provides Flux with a core lending base to meet our anticipated capital resources to fund planned operations to achieve our fiscal 2023 growth and profitability objectives. Having now surpassed our 17th consecutive quarter of year-over-year revenue growth, it is reassuring to have this strong lending relationship to help support our working capital requirements.”

“Silicon Valley Bank is excited to further our support of Flux with this increased capacity under the working capital line of credit. We look forward to Flux’s continued progress in deploying clean, safe, and innovative battery technology solutions,” said Jordan Kanis, managing director of climate technology and sustainability at Silicon Valley Bank.

### About Flux Power Holdings, Inc.

Flux Power (NASDAQ: FLUX) designs, manufactures, and sells advanced lithium-ion energy storage solutions for electrification of a range of industrial and commercial sectors including material handling, airport ground support equipment (GSE), and stationary energy storage. Flux Power’s lithium-ion battery packs, including the proprietary battery management system (BMS) and telemetry, provide customers with a better performing, lower cost of ownership, and more environmentally friendly alternative, in many instances, to traditional lead acid and propane-based solutions. Lithium-ion battery packs reduce CO2 emissions and help improve sustainability and ESG metrics for fleets. For more information, please visit [www.fluxpower.com](http://www.fluxpower.com).

### About Silicon Valley Bank

SVB Financial Group (NASDAQ: SIVB) and its subsidiaries help innovative companies and their investors move bold ideas forward, fast. SVB Financial Group’s businesses, including Silicon Valley Bank, offer commercial, investment and private banking, asset management, private wealth management, brokerage and investment services and funds management services to companies in the technology, life science and healthcare, private equity and venture capital, and premium wine industries. Headquartered in Santa Clara, California, SVB Financial Group operates in centers of innovation around the world. Learn more at [svb.com](http://svb.com).

Silicon Valley Bank, the bank of the world’s most innovative companies and investors, provides commercial banking services, expertise and insights to the technology, life science and healthcare, private equity, venture capital and premium wine industries. Silicon Valley Bank operates in centers of innovation around the world and is one of SVB’s core businesses with SVB Capital, SVB Private and SVB Securities. With global commercial banking services, Silicon Valley Bank helps address the unique needs of its dynamic, fast-growing, innovative clients. Learn more at [svb.com](http://svb.com).

### Forward-Looking Statements

This release contains projections and other “forward-looking statements” relating to Flux Power’s business, that are often identified using “believes,” “expects” or similar expressions. Forward-looking statements involve several estimates, assumptions, risks, and other uncertainties that may cause actual results to be materially different from those anticipated, believed, estimated, expected, etc. Such forward-looking statements include impact of COVID-19 on Flux Power’s business, results and financial condition; Flux Power’s ability to obtain raw materials and other supplies for its products at competitive prices and on a timely basis, particularly in light of the potential impact of the COVID-19 pandemic on its suppliers and supply chain; the development and success of new products, projected sales, deferral of shipments, Flux Power’s ability to fulfill backlog orders or realize profit from the contracts reflected in backlog sale; Flux Power’s ability to fulfill backlog orders due to changes in orders reflected in backlog sales, Flux Power’s ability to obtain the necessary funds under the credit facilities, Flux Power’s ability to timely obtain UL Listing for its products, Flux Power’s ability to fund its operations, distribution partnerships and business opportunities and the uncertainties of customer acceptance and purchase of current and new products, and Flux Power’s ability to negotiate and enter into a definitive agreement in connection with the Letter of Intent. Actual results could differ from those projected due to numerous factors and uncertainties. Although Flux Power believes that the expectations, opinions, projections, and comments reflected in these forward-looking statements are reasonable, they can give no assurance that such statements will prove to be correct, and that the Flux Power’s actual results of operations, financial condition and performance will not differ materially from the results of operations, financial condition and performance reflected or implied by these forward-looking statements. Undue reliance should not be placed on the forward-looking statements and Investors should refer to the risk factors outlined in our Form 10-K, 10-Q and other reports filed with the SEC and available at [www.sec.gov/edgar](http://www.sec.gov/edgar). These forward-looking statements are made as of the date of this news release, and Flux Power assumes no obligation to update these statements or the reasons why actual results could differ from those projected.

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