

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Flux Power Holdings, Inc.

Form: S-8

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Corporate Issuer CIK: 1083743

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM S-8

**REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933**

FLUX POWER HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

86-0931332
(I.R.S. Employer
Identification No.)

985 Poinsettia Avenue, Suite A,
Vista, California 92081
(Address of principal executive offices, including zip code)

Flux Power, Inc. 2010 Stock Plan
Flux Power Holdings, Inc. 2014 Equity Incentive Plan, as amended
July 30, 2013 Non-Qualified Stock Option Agreement for Ronald Dutt
July 30, 2013 Non-Qualified Stock Option Agreement for four (4) Employees
March 13, 2014 Non-Qualified Stock Option Agreement for Chris Anthony
March 13, 2014 Non-Qualified Stock Option Agreement for Michael Johnson
March 13, 2014 Non-Qualified Stock Option Agreement for James Gevarges
(Full title of the plans)

Ronald Dutt, Chief Executive Officer
Flux Power Holdings, Inc.
985 Poinsettia Avenue, Suite A,
Vista, California 92081
877-505-3589
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Please send copies of all communications to:

John P. Yung, Esq.
Lewis Brisbois Bisgaard & Smith LLP
2020 West El Camino Avenue, Suite 700
Sacramento, CA 95833
916-564-5400

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered ⁽¹⁾	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.001 par value	3,452,522 ⁽²⁾	\$ 0.87 ⁽³⁾	\$ 3,003,695	\$ 365
Common Stock, \$0.001 par value	223,126	\$ 1.00 ⁽⁴⁾	\$ 223,126	\$ 28
Common Stock, \$0.001 par value	90,000	\$ 3.10 ⁽⁴⁾	\$ 279,000	\$ 34
Common Stock, \$0.001 par value	10,000,000	\$ 1.43 ⁽⁵⁾	\$ 14,300,000	\$ 1,734

- (1) This Registration Statement shall also cover any additional shares of Common Stock which become issuable by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of outstanding shares of Common Stock of Flux Power Holdings, Inc.
- (2) The number of shares being registered is the number of shares issuable pursuant to options outstanding as of January 24, 2019, under the (i) Flux Power, Inc. 2010 Stock Plan ("2010 Plan") which was assumed pursuant to the Share Exchange Agreement, dated May 18, 2012, by and among Flux Power Holdings, Inc., Flux Power, Inc., and its shareholders, Mr. Chris Anthony, Esenjay Investments, LLC and Mr. James Gevargis, based on an exchange ratio of 2.9547039 ("Share Exchange Ratio"), and (ii) Flux Power Holdings, Inc. 2014 Equity Incentive Plan, as amended ("2014 Plan"). The maximum number of securities issuable under the 2010 Plan is 71,652 shares of common stock.
- (3) Pursuant to Rule 457(h) of the Securities Act of 1933, as amended, (the "Securities Act"), the offering price is based on the weighted average exercise price per share as to outstanding but unexercised options under the 2010 Plan as of February 7, 2019, based on the Share Exchange Ratio, and the 2014 Plan.
- (4) Calculated in accordance with Rule 457(h) under the Securities Act.
- (5) Calculated in accordance with Rule 457(c) and (h) of the Securities Act. Estimate for the sole purpose of calculating the registration fee and based upon the average of the high and low price per share of the common stock of the Registrant on February 7, 2019, as quoted on the OTCQB.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act. Such documents are not being filed with the Securities and Exchange Commission ("Commission") either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. Such documents and the documents incorporated by reference in this registration statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the following documents and information previously filed with the Commission, except to the extent of information which was furnished rather than filed by the Registrant, all such furnished information specifically not being incorporated by reference herein:

- (1) The Registrant's Annual Report on Form 10-K for the fiscal year ended June 30, 2018;
- (2) The Registrant's Quarterly Report on Form 10-Q for the quarter ended December 31, 2018, filed with the Commission on February 13, 2019; and
- (3) The description of the Registrant's Common Stock, par value \$0.001, contained in the Amendment No. 2 to Form 8-K filed August 29, 2012, which amends the description of the Registrant's Common Stock on Registrant's Form 10-SB filed September 16, 1999, pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

All reports and definitive proxy or information statements filed pursuant to Sections 13(a), 13(c), 14 or 15(d) of the 1934 Act after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which de-registers all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of the filing of such documents; except as to any portion of any future annual or quarterly report to stockholders or document or current report furnished under Items 2.02 or 7.01 of Form 8-K that is not deemed filed under such provisions. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Under no circumstances will any information furnished under Items 2.02 or 7.01 of Form 8-K be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Nevada Law

Section 78.138 of the Nevada Revised Statute ("NRS") provides that a director or officer will not be individually liable unless it is proven that (i) the director's or officer's acts or omissions constituted a breach of his or her fiduciary duties, and (ii) such breach involved intentional misconduct, fraud or a knowing violation of the law.

Section 78.7502 of NRS permits a company to indemnify its directors and officers against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with a threatened, pending or completed action, suit or proceeding if the officer or director (i) is not liable pursuant to NRS 78.138 or (ii) acted in good faith and in a manner the officer or director reasonably believed to be in or not opposed to the best interests of the corporation and, if a criminal action or proceeding, had no reasonable cause to believe the conduct of the officer or director was unlawful.

Section 78.751 of NRS permits a Nevada company to indemnify its officers and directors against expenses incurred by them in defending a civil or criminal action, suit or proceeding as they are incurred and in advance of final disposition thereof, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that such officer or director is not entitled to be indemnified by the company. Section 78.751 of NRS further permits the company to grant its directors and officers additional rights of indemnification under its Articles of Incorporation or bylaws or otherwise.

Section 78.752 of NRS provides that a Nevada company may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the company, or is or was serving at the request of the company as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the company has the authority to indemnify him against such liability and expenses.

Charter Provisions and Other Arrangements of the Registrant

Our Articles of Incorporation provide that no director or officer of the Registrant will be personally liable to the Registrant or any of its stockholders for damages for breach of fiduciary duty as a director or officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a director or officer (i) for acts or omissions which involve intentional misconduct, fraud or knowing violation of law, or (ii) the payment of dividends in violation of Section 78.300 of NRS. In addition, our bylaws implement the indemnification and insurance provisions permitted by Chapter 78 of the NRS by providing that:

The Registrant shall indemnify its directors to the fullest extent permitted by the NRS and may, if and to the extent authorized by the Board of Directors, so indemnify its officers and any other person whom it has the power to indemnify against liability, reasonable expense or other matter whatsoever.

The Registrant may at the discretion of the Board of Directors purchase and maintain insurance on behalf of any person who holds or who has held any position identified in the paragraph above against any and all liability incurred by such person in any such position or arising out of his status as such.

Insofar as indemnification by us for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers or persons controlling the company pursuant to provisions of our Articles of Incorporation and bylaws, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification by such director, officer or controlling person of us in the successful defense of any action, suit or proceeding is asserted by such director, officer or controlling person in connection with the securities being offered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Indemnification Agreements

The Registrant has entered into Indemnification Agreements with each of its directors and officers, and maintains directors' and officers' liability insurance under which its directors and officers are insured against loss (as defined in the policy) as a result of certain claims brought against them in such capacities.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
<u>4.1</u>	Restated Articles of Incorporation (filed as Exhibit 3.1 on Form 8-K filed with the Commission on February 19, 2015, and incorporated herein by reference).
<u>4.2</u>	Amended and Restated Bylaws of Flux Power Holdings, Inc. (filed as Exhibit 3.1 on Form 8-K filed with the Commission on May 31, 2012, and incorporated herein by reference)..
<u>4.3</u>	Certificate of Amendment to Articles of Incorporation (filed as Exhibit 3.1 on Form 8-K filed with the Commission on August 18, 2017, and incorporated herein by reference).
<u>4.4</u>	Flux Power, Inc. 2010 Stock Plan (filed as Exhibit 10.5 on Form 8-K filed with the Commission on June 18, 2012, and incorporated herein by reference).
<u>4.5</u>	Flux Power, Inc. 2010 Stock Plan: Form of Stock Option Agreement (filed as Exhibit 10.6 on Form 8-K filed with the SEC on June 18, 2012, and incorporated herein by reference).
<u>4.6</u>	Flux Power Holdings, Inc. 2014 Equity Incentive Plan (filed as Exhibit 10.23 on Form 10-Q filed with the Commission on May 15, 2015, and incorporated herein by reference).
<u>4.7</u>	Amendment to the Flux Power Holdings Inc. 2014 Equity Incentive Plan (filed as Exhibit 10.20 to the Form 10-K filed with the Commission on September 27, 2018, and incorporated herein by reference).
<u>4.8</u> *	Flux Power Holdings, Inc. 2014 Equity Incentive Plan: Form of Incentive Stock Option Agreement.
<u>4.10</u> *	Flux Power Holdings, Inc. 2014 Equity Incentive Plan: Form of Non-Qualified Stock Option Agreement.
<u>4.11</u>	Form of Non-qualified Stock Option Agreement for certain employees, Ronald F. Dutt, Chris Anthony, Michael Johnson, James Gevarges, and Michael Johnson (filed as Exhibit 10.1 to the Form 8-K filed with the Commission on August 2, 2013, and incorporated herein by reference).
<u>5.1</u> *	Opinion of Lewis Brisbois Bisgaard & Smith LLP.
<u>23.1</u> *	Consent of Lewis Brisbois Bisgaard & Smith LLP (contained in Exhibit 5.1).
<u>23.2</u> *	Consent of Squar Milner LLP, Independent Registered Public Accounting Firm.

* Filed herewith.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (A)(1)(a) and (A)(1)(b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in this registration statement shall be deemed a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Vista, California.

FLUX POWER HOLDINGS, INC.,
a Nevada corporation

Dated: February 13, 2019

By: /s/ Ronald F. Dutt

Ronald F. Dutt,
Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURE

We, the undersigned officers and directors of Flux Power Holdings, Inc. (the "Company"), hereby severally constitute and appoint Ronald F. Dutt, our true and lawful attorney, with full power to him to sign for us and in our names in the capacities indicated below, any and all amendments to this Registration Statement, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, and generally to do all things in our names and on our behalf in such capacities to enable the Company to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

Dated: February 13, 2019

By: /s/ Christopher Anthony,
Christopher Anthony, Chairman

Dated: February 13, 2019

By: /s/ Ronald F. Dutt
Ronald F. Dutt,
Director, Chief Executive Officer
(Principal Executive Officer)

Dated: February 13, 2019

By: /s/ Chuck Scheiwe
Chuck Scheiwe,
Chief Financial Officer
(Principal Accounting Officer)

Dated: February 13, 2019

By: /s/ Michael Johnson
Michael Johnson, Director

Dated: February 13, 2019

By: /s/ James Gevarges
James Gevarges, Director

**FLUX POWER HOLDINGS, INC.
INCENTIVE STOCK OPTION AGREEMENT**

_____, 201__

[NAME OF PARTICIPANT]

[Address of Participant]

Dear Participant:

Pursuant to the terms and conditions of the Flux Power Holdings, Inc. 2014 Equity Incentive Plan (the "Plan") and this Incentive Stock Option Agreement, together with the attached Terms and Conditions, which are incorporated herein by reference (the "Agreement"), you have been granted an Incentive Stock Option to purchase shares of common stock (this "Option") as outlined below.

Granted To:	_____
Grant Date:	_____
Options Granted:	_____
Exercise Price per Share:	_____
Total Cost to Exercise:	_____
Expiration Date:	_____
Vesting Schedule:	_____ % per year for ____ years
	_____ % on _____
	_____ % on _____
	_____ % on _____
	_____ % on _____

Subject to the terms of the Plan and this Agreement, any portion of this Option not exercised prior to the Expiration Date will become null and void. The capitalized terms used in this Option will have the same meanings as set forth in the Plan. A copy of the Plan is provided herewith.

Flux Power Holdings , Inc.

By: _____
Ron Dutt, Chief Executive Officer

Accepted and Agreed To By Participant:

By: _____
Print Name: _____
Date: _____

Notice: All notices to be given by either party to the other will be in writing and may be transmitted by overnight courier; or mail, registered or certified, postage prepaid with return receipt requested; or personal delivery; or facsimile transmission, provided, however, that notices of change of address or facsimile number will be effective only upon actual receipt by the other party. Notices will be delivered to Flux Power Holdings, Inc., 985 Poinsettia Avenue, Suite A, Vista, California 92081, Attn: CEO, and to the Participant at the last known address of the Participant as provided to Flux Power Holdings , Inc.

Terms and Conditions of Incentive Stock Option Agreement

Flux Power Holdings, Inc. is referred to as "Company" and Employee granted option is referred to as "Participant".

1. Plan Controls. The terms contained in the Plan are incorporated into and made a part of the Option and this Agreement and the Options will be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan will be controlling and determinative. Capitalized terms used but not defined herein shall have the meanings given such terms in the Plan.
2. Interpretation. It is the intent that this Option qualify for Incentive Stock Option treatment pursuant to and to the extent permitted by Section 422 of the Code. All provisions hereof are intended and will be construed to have such meanings as are consistent with the Code and Treasury Regulations to allow this Option to so qualify.
3. Stockholder Approval. The Plan is subject to the approval of the stockholders of the Company (excluding Shares issued pursuant to the Plan), consistent with applicable laws and the applicable requirements of any securities exchange or similar entity, within twelve (12) months before or after the date on which the Board has approved the Plan (the "Effective Date"). No Option may be exercised prior to initial stockholder approval of the Plan and in the event that initial stockholder approval is not obtained within the required time period all of the Options will be canceled, and any Shares issued pursuant to any Options shall be rescinded.
4. Manner of Exercise. Subject to the Plan and this Agreement, the Vested Portion of this Option may be exercised from time to time, in whole or in part, but not as to less than 1,000 shares of Stock (unless the remaining shares then constituting the Vested Portion of this Option is less than 1,000 shares of Stock) at any time, by delivery to the Company at its principal office of a stock option exercise notice, substantially in the form attached hereto as Exhibit A (the "Notice"), which need not be the same for each Participant, stating the number of Shares being purchased, the restrictions imposed on the Shares purchased hereunder, if any, and such representations and agreements regarding the Participant's investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws. The Notice must be duly executed by Participant and be accompanied by payment in cash, or by check payable to the Company, in full for the Exercise Price for the number of Shares being purchased. Alternatively, but only if the Administrator authorizes at the time of exercise at its sole discretion, and where permitted by law (i) by surrender of shares of Stock of the Company that have been owned by the Participant for more than six (6) months or lesser period if the surrender of Shares is otherwise exempt from Section 16 of the Exchange Act and if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares, (ii) by forfeiture of Shares equal to the value of the exercise price pursuant to a "deemed net-stock exercise" as provided for in the Plan, (iii) by broker sale by following the required instructions therefore including as so authorized by the Administrator and its sole discretion instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds necessary to pay the exercise price and the amount of any required tax or other withholding obligations, or (iv) by any combination of the foregoing methods of payment or any other consideration or method of payment. Participant may exercise this Vested Portion of this Option for only for whole Shares.
5. Privileges Of Stock Ownership. Participant will not have any of the rights of a stockholder with respect to any Shares until the Shares are issued to Participant. The Company will issue (or cause to be issued) such stock certificate promptly upon exercise of this Option. All certificates for Shares or other securities delivered will be subject to such stock transfer orders, legends and other restrictions as the Administrator may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued.

6. Limitations on Grant of Incentive Stock Options. The aggregate Fair Market Value (determined as of the Grant Date) of the Shares for which this Option may first become exercisable by any Participant during any calendar year under the Plan, together with that of Shares subject to the options first exercisable by such Participant under any other plan of the Company or any Subsidiary, will not exceed \$100,000. For purposes of this Section, all Options in excess of the \$100,000 threshold will be treated as Non-Qualified Stock Options notwithstanding the designation as Incentive Stock Options. For this purpose, Options will be taken into account in the order in which they were granted, and the Fair Market Value of the Shares will be determined as of the date the Option with respect to such Shares is granted.
7. Notification of Disposition. Participant agrees to notify the Company in writing within 30 days of any disposition of Shares acquired pursuant to the exercise of this Option. The Company has the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes and FICA required by law to be withheld with respect to any disposition of Shares prior to the expiration of two years of the Grant Date, or one year of the date of exercise, of this Option.
8. Exercise After Certain Events.
- 8.1. Termination of Employment. If for any reason other than Retirement, Disability or death, a Participant Terminates employment with the Company (including employment as an Officer), vested Options held at the date of such termination may be exercised, in whole or in part, at any time within three (3) months after the date of such Termination or such lesser period specified in this Agreement (but in no event after the earlier of (i) the expiration date of this Option as set forth in this Agreement, and (ii) ten (10) years from the Grant Date (five (5) years for a Ten Percent Stockholder)).
- 8.2. Continuation of Services as Consultant. If a Participant Terminates employment but continues as a Consultant or in a similar capacity to the Company or any of its Subsidiaries, the Participant need not exercise this Option within three (3) months of Termination of employment but will be entitled to exercise within three (3) months of Termination of services to the Company (one (1) year in the event of Disability or death) or such lesser or greater period specified in this Agreement (but in no event after the earlier of (i) the expiration date of the Option as set forth in this Agreement, and (ii) ten (10) years from the Grant Date (five (5) years for a Ten Percent Stockholder)). However, if Participant does not exercise within three (3) months of Termination of employment, this Option will not qualify as an Incentive Stock Option.
- 8.3. Retirement. If a Participant ceases to be an employee of the Company (including as an Officer) as a result of Retirement, the Participant need not exercise the Option within three (3) months of Termination of employment but will be entitled to exercise the Option within the maximum term of the Option to the extent the Option was otherwise exercisable at the date of Retirement. However, if a Participant does not exercise within three (3) months of Termination of employment, the Option will not qualify as an Incentive Stock Option if it otherwise so qualified.
- 8.4. Permanent Disability and Death. If a Participant becomes Disabled while employed by the Company (including as an Officer), dies while employed by the Company (including as an Officer) or dies within three (3) months after Termination, vested Options then held may be exercised by the Participant, the Participant's personal representative, or by the person to whom the Option is transferred by will or the laws of descent and distribution, in whole or in part, at any time within one (1) year after the Termination of employment because of the Disability or death or any lesser period specified in this Agreement (but in no event after the earlier of (i) the expiration date of the Option as set forth in this Agreement, and (ii) ten (10) years from the Grant Date (five (5) years for an Incentive Stock Option awarded to a Ten Percent Stockholder)).
- 8.5. Cancellation of Options. In the event Participant's services to the Company have been terminated for "Cause", Participant will immediately forfeit all rights to this Option. The determination by the Board that termination was for Cause will be final and conclusive. In making its determination, the Board will give Participant an opportunity to appear and be heard at a hearing before the full Board and present evidence on the Participant's behalf.

9. Restrictions on Transfer of Option. This Option will not be transferable by Participant other than by will or by the laws of descent and distribution and during the lifetime of Participant, only Participant, his guardian or legal representative may exercise this Option except that Non-Qualified Stock Options may be transferred to a Participant's former spouse pursuant to a property settlement made part of an agreement or court order incident to the divorce. Participant may designate a beneficiary to exercise this Option after Participant's death. If no beneficiary has been designated or survives Participant, payment will be made to Participant's estate. Subject to the foregoing, a beneficiary designation may be changed or revoked by Participant at any time, provided the change or revocation is filed with the Administrator.
10. No Obligation To Employ. Nothing in the Plan or this Agreement will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or a Subsidiary, or to limit in any way the right of the Company or a Subsidiary, to terminate Participant's employment or other relationship at any time, with or without cause.
11. Compliance With Code Section 162(m). Notwithstanding any provision of the Plan to the contrary, if the Administrator determines that compliance with Section 162(m) of the Code is required or desired, all Options granted under the Plan to Named Executive Officers will comply with the requirements of Section 162(m) of the Code. In addition, in the event that changes are made to Section 162(m) of the Code to permit greater flexibility with respect to any Options under the Plan, the Administrator may make any adjustments it deems appropriate.
12. Compliance With Code Section 409A. All Options under the Plan are intended to constitute awards of equity-based compensation that do not provide for the deferral of compensation in accordance with Treasury Regulation 1.409A-1(b)(5). Notwithstanding any provision of the Plan to the contrary, if any provision of the Plan or this Agreement contravenes any regulations or Treasury guidance promulgated under Section 409A of the Code or could cause the Options to be subject to the interest and penalties under Section 409A of the Code, such provision of the Plan or this Agreement will be modified to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In addition, in the event that changes are made to Section 409A of the Code to permit greater flexibility with respect to any Options under the Plan, the Administrator may make any adjustments it deems appropriate.
13. Code Section 280G. Notwithstanding any other provision of the Plan to the contrary, unless expressly provided otherwise in this Agreement, if the right to receive or benefit from the Options under the Plan, either alone or together with payments that a Participant has a right to receive from the Company, would constitute a "parachute payment" (as defined in Section 280G of the Code), all such payments will be reduced to the largest amount that will result in no portion being an "excess parachute payment" (as defined in Section 280G of the Code) that is subject to the limitations on deductibility under Section 280G of the Code or the excise tax imposed by Section 4999 of the Code.
14. Securities Law And Other Regulatory Compliance. The Company will not be obligated to issue any Shares upon exercise of this Option unless such Shares are at that time effectively registered or exempt from registration under the federal securities laws and the offer and sale of the Shares are otherwise in compliance with all applicable securities laws. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so. Upon exercising all or any portion of this Option, Participant may be required to furnish representations or undertakings deemed appropriate by the Company to enable the offer and sale of the Shares or subsequent transfers of any interest in such Shares to comply with applicable securities laws. Evidences of ownership of Shares acquired upon exercise of this Option will bear any legend required by, or useful for purposes of compliance with, applicable securities laws, the Plan or this Option. The exercise of this Option also must comply with other applicable laws and regulations governing the Option, and the Participant may not exercise the Option if the Company determines that such exercise would not be in material compliance with such laws and regulations.
15. Tax Effect. The federal and state tax consequences of stock options are complex and subject to change. Each person should consult with his or her tax advisor before exercising this Option or disposing of any Shares acquired upon the exercise of this Option.

16. Entire Agreement. This Agreement and the Plan constitute the entire contract between the Company and Participant hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied), which relate to the subject matter hereof.
17. Severability. In the event that any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain valid and in full force and effect.
18. Choice of Law; Venue. This Agreement will be governed by the laws of the State of California.
19. Compliance by Participant of Local Laws. As a condition to the exercise of the Option, Participant hereby represents and agrees that the exercise of the Option hereunder will not violate any securities laws, exchange control laws, or any laws or regulations in which the Participant resides.
20. Binding Effect. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, and successors.

[INTENTIONALLY LEFT BLANK]

FLUX POWER HOLDINGS, INC.
Notice of Intent to Exercise Incentive Stock Options

To: Stock Administrator

I hereby give notice to _____ of my intent to exercise the following Incentive Stock Options on _____, 201__:

(A) Grant Date	(B) #Options	(C) Exercise Price	(B X C) Payment Due
-------------------	-----------------	-----------------------	------------------------

Method of Payment

_____ Personal Check or Cash

_____ Exchange of Previously Owned Shares

_____ Deemed Net-Stock Exercise

_____ Broker Check (Same Day Sale)

_____ Brokerage Company _____

Your method of payment may result in a tax liability including alternative minimum tax. You are strongly urged to consult your tax advisor before exercising your options.

By this exercise, the undersigned Participant agree(s) (i) that Participant is bound by terms and conditions set forth in the Incentive Stock Option Agreement and is exercising the Options in compliance with the terms set forth therein and (ii) that Participant will provide and/or execute and deliver to the Company such additional documents as the Company may require pursuant to the terms of the Flux Power Holdings, Inc. 2014 Equity Incentive Plan ("Plan").

Signature

Date

Participant Name

FLUX POWER HOLDINGS, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT

_____, 201 ____

[NAME OF PARTICIPANT]

[Address of Participant]

Dear Participant:

Pursuant to the terms and conditions of the Flux Power Holdings, Inc. 2014 Equity Incentive Plan (the "Plan") and this Non-Qualified Stock Option Agreement, together with the attached Terms and Conditions, which are incorporated herein by reference (the "Agreement"), you have been granted an Non-Qualified Stock Option to purchase shares of common stock (this "Option") as outlined below.

Granted To:	_____
Grant Date:	_____
Options Granted:	_____
Exercise Price per Share:	_____
Total Cost to Exercise:	_____
Expiration Date:	_____
Vesting Schedule:	_____ % per year for ____ years
	_____ % on _____
	_____ % on _____
	_____ % on _____
	_____ % on _____

Subject to the terms of the Plan and this Agreement, any portion of this Option not exercised prior to the Expiration Date will become null and void. The capitalized terms used in this Option will have the same meanings as set forth in the Plan. A copy of the Plan is provided herewith.

Flux Power Holdings, Inc.

By: _____
 Ron Dutt, Chief Executive Officer

Accepted and Agreed To By Participant:

By: _____
 Print Name: _____
 Date: _____

Notice: All notices to be given by either party to the other will be in writing and may be transmitted by overnight courier; or mail, registered or certified, postage prepaid with return receipt requested; or personal delivery; or facsimile transmission, provided, however, that notices of change of address or facsimile number will be effective only upon actual receipt by the other party. Notices will be delivered to Flux Power Holdings, Inc., 985 Poinsettia Avenue, Suite A, Vista, California 92081, Attn: CEO, and to the Participant at the last known address of the Participant as provided to Flux Power Holdings, Inc.

Term And Conditions Of Non-Qualified Stock Option Agreement

Flux Power Holdings, Inc. is referred to as "Company" and Individual granted option is referred to as "Participant".

1. Plan Controls. The terms contained in the Plan are incorporated into and made a part of the Option and this Agreement and the Options will be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan will be controlling and determinative. Capitalized terms used but not defined herein shall have the meanings given such terms in the Plan.
3. Stockholder Approval. The Plan is subject to approval of the stockholders of the Company (excluding Shares issued pursuant to the Plan), consistent with applicable laws and the applicable requirements of any securities exchange or similar entity, within twelve (12) months before or after the date on which the Board has approved the Plan (the "Effective Date"). No Option may be exercised prior to initial stockholder approval of the Plan and in the event that initial stockholder approval is not obtained within the required time period all of the Options will be canceled, and any Shares issued pursuant to any Options shall be rescinded.
4. Manner of Exercise. Subject to the Plan and this Agreement, the Vested Portion of this Option may be exercised from time to time, in whole or in part, but not as to less than 1,000 shares of Stock (unless the remaining shares then constituting the Vested Portion of this Option is less than 1,000 shares of Stock) at any time, by delivery to the Company at its principal office of a stock option exercise notice, substantially in the form attached hereto as Exhibit A (the "Notice"), which need not be the same for each Participant, stating the number of Shares being purchased, the restrictions imposed on the Shares purchased hereunder, if any, and such representations and agreements regarding the Participant's investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws. The Notice must be duly executed by Participant and be accompanied by payment in cash, or by check payable to the Company, in full for the Exercise Price for the number of Shares being purchased. Alternatively, but only if the Administrator authorizes at the time of exercise at its sole discretion, and where permitted by law (i) by surrender of shares of Stock of the Company that have been owned by the Participant for more than six (6) months or lesser period if the surrender of Shares is otherwise exempt from Section 16 of the Exchange Act and if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares, (ii) by forfeiture of Shares equal to the value of the exercise price pursuant to a "deemed net-stock exercise" as provided for in the Plan, (iii) by broker sale by following the required instructions therefore including as so authorized by the Administrator and its sole discretion instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds necessary to pay the exercise price and the amount of any required tax or other withholding obligations, or (iv) by any combination of the foregoing methods of payment or any other consideration or method of payment. Participant may exercise this Vested Portion of this Option for only for whole Shares.
3. Privileges Of Stock Ownership. Participant will not have any of the rights of a stockholder with respect to any Shares until the Shares are issued to Participant. The Company will issue (or cause to be issued) such stock certificate promptly upon exercise of this Option. All certificates for Shares or other securities delivered will be subject to such stock transfer orders, legends and other restrictions as the Administrator may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued.
4. Notification of Disposition. Participant agrees to notify the Company in writing within 30 days of any disposition of Shares acquired pursuant to the exercise of this Option.

5. Withholding. The Company may require the Participant to remit to the Company by cash or check payable to the Company, an amount sufficient to satisfy federal, state and local taxes and FICA withholding requirements whenever Shares are to be issued upon exercise of this Option or Shares are forfeited pursuant to the "deemed net-stock exercise", or when under applicable tax laws, Participant incurs tax liability in connection with the exercise or vesting of this Option. In lieu thereof, the Company may withhold the amount of such taxes from any other sums due or to become due from the Company as the Administrator will prescribe. Any such payment must be made, or any such withholding may be made, promptly when the amount of such obligation becomes determinable.

To the extent permissible by law, and at its sole discretion, the Administrator may permit the Participant to satisfy any such withholding tax at the time of exercise, in whole or in part, with shares of Stock up to an amount not greater than the Company's minimum statutory withholding rate for federal and state tax purposes, including payroll taxes. The Administrator may exercise its discretion, by (i) directing the Company to apply shares of Stock to which the Participant is entitled as a result of the exercise of this Option, or (ii) delivering to the Company shares of Stock owned by the Participant for more than six (6) months, unless the delivery of the Shares is otherwise exempt from Section 16 of the Exchange Act; but Participant may only satisfy his or her withholding obligation with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

6. Exercise After Certain Events.

- 6.1. Termination of All Services. If for any reason other than Retirement, Disability or death, a Participant terminates employment with the Company (including employment as an Officer), vested Non-Qualified Stock Options held at the date of such Termination may be exercised, in whole or in part, at any time within three (3) months of the date of such Termination or such lesser period specified in this Agreement (but in no event after the earlier of (i) the expiration date of the Option as set forth in this Agreement, and (ii) ten (10) years from the Grant Date).
- 6.2. Continuation of Services as Consultant. If a Participant Terminates employment but continues as a Consultant or in a similar capacity to the Company or any of its Subsidiaries, the Participant need not exercise the Non-Qualified Stock Option within three (3) months of Termination but will be entitled to exercise within three (3) months of Termination of services to the Company (one (1) year in the event of Disability or death) or such lesser or greater period specified in this Agreement (but in no event after the earlier of (i) the expiration date of the Option as set forth in this Agreement, and (ii) ten (10) years from the Grant Date).
- 6.3. Retirement. If a Participant ceases to be an employee of the Company (including as an Officer) as a result of Retirement, the Participant need not exercise the Option within three (3) months of Termination of employment but will be entitled to exercise the Option within the maximum term of the Option to the extent the Option was otherwise exercisable at the date of Retirement.
- 6.4. Permanent Disability and Death. If a Participant becomes Disabled while employed by the Company (including as an Officer), dies while employed by the Company (including as an Officer) or dies within three (3) months after Termination, vested Options then held may be exercised by the Participant, the Participant's personal representative, or by the person to whom the Option is transferred by will or the laws of descent and distribution, in whole or in part, at any time within one (1) year after the Termination of employment because of the Disability or death or any lesser period specified in this Agreement (but in no event after the expiration date of the Option as set forth in this Agreement)
- 6.5. Cancellation of Options. In the event Participant's services to the Company have been terminated for "Cause", Participant will immediately forfeit all rights to this Option. The determination by the Board that termination was for Cause will be final and conclusive. In making its determination, the Board will give Participant an opportunity to appear and be heard at a hearing before the full Board and present evidence on the Participant's behalf.

7. Restrictions on Transfer of Option. This Option will not be transferable by Participant other than by will or by the laws of descent and distribution and during the lifetime of Participant, only Participant, his guardian or legal representative may exercise this Option except that Participant may transfer this Option to a Spouse pursuant to a property settlement, agreement, or court order incident to a divorce. At its discretion, the Administrator may provide for transfer of the Option without payment of consideration, to the following family members of the Participant, including adoptive relationships: a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, former spouse (whether by gift or pursuant to a domestic relations order), any person sharing the employee's household (other than a tenant or employee), a family-controlled partnership, corporation, limited liability company and trust, or a foundation in which family members heretofore described control the management of assets (collectively "Family Member"). The assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the Option pursuant to the assignment. The terms applicable to the assigned portion will be the same as those in effect for the Option immediately prior to such assignment and will be set forth in such documents issued to the assignee as the Administrator may deem appropriate. A request to assign an Option may be made only by delivery to the Company of a written stock option assignment request in a form approved by the Administrator, stating the number of Options and Shares underlying Options requested for assignment, that no consideration is being paid for the assignment, identifying the proposed transferee, and containing such other representations and agreements regarding the Participant's investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws.
- Notwithstanding anything to the contrary in the Plan, this Agreement or any charter, by-laws or other instrument or document governing or applicable to the Options or shares of Common Stock, if and to the extent the Administrator determines that it is necessary to rely on the 12h-1(f) Exemption with respect to the Options outstanding under the Plan, and this Option will be further restricted in the manner set forth in the Plan.
8. No Obligation To Employ. Nothing in the Plan or this Option will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or a Subsidiary, or to limit in any way the right of the Company or a Subsidiary, to terminate Participant's employment or other relationship at any time, with or without cause.
9. Compliance With Code Section 162(m). Notwithstanding any provision of the Plan to the contrary, if the Administrator determines that compliance with Section 162(m) of the Code is required or desired, all Options granted under the Plan to Named Executive Officers will comply with the requirements of Section 162(m) of the Code. In addition, in the event that changes are made to Section 162(m) of the Code to permit greater flexibility with respect to any Options under the Plan, the Administrator may make any adjustments it deems appropriate.
10. Compliance With Code Section 409A. All Options under the Plan are intended to constitute awards of equity-based compensation that do not provide for the deferral of compensation in accordance with Treasury Regulation 1.409A-1(b)(5). Notwithstanding any provision of the Plan to the contrary, if any provision of the Plan or this Agreement contravenes any regulations or Treasury guidance promulgated under Section 409A of the Code or could cause the Options to be subject to the interest and penalties under Section 409A of the Code, such provision of the Plan or this Agreement will be modified to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In addition, in the event that changes are made to Section 409A of the Code to permit greater flexibility with respect to any Options under the Plan, the Administrator may make any adjustments it deems appropriate.
11. Code Section 280G. Notwithstanding any other provision of the Plan to the contrary, unless expressly provided otherwise in this Agreement, if the right to receive or benefit from the Options under the Plan, either alone or together with payments that a Participant has a right to receive from the Company, would constitute a "parachute payment" (as defined in Section 280G of the Code), all such payments will be reduced to the largest amount that will result in no portion being an "excess parachute payment" (as defined in Section 280G of the Code) that is subject to the limitations on deductibility under Section 280G of the Code or the excise tax imposed by Section 4999 of the Code.

12. Securities Law And Other Regulatory Compliance. The Company will not be obligated to issue any Shares upon exercise of this Option unless such Shares are at that time effectively registered or exempt from registration under the federal securities laws and the offer and sale of the Shares are otherwise in compliance with all applicable securities laws. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so. Upon exercising all or any portion of this Option, Participant may be required to furnish representations or undertakings deemed appropriate by the Company to enable the offer and sale of the Shares or subsequent transfers of any interest in such Shares to comply with applicable securities laws. Evidences of ownership of Shares acquired upon exercise of this Option will bear any legend required by, or useful for purposes of compliance with, applicable securities laws, the Plan or this Option. The exercise of this Option also must comply with other applicable laws and regulations governing the Option, and the Participant may not exercise the Option if the Company determines that such exercise would not be in material compliance with such laws and regulations.
13. Tax Effect. The federal and state tax consequences of stock options are complex and subject to change. Each person should consult with his or her tax advisor before exercising this Option or disposing of any Shares acquired upon the exercise of this Option.
14. Entire Agreement. This Agreement and the Plan constitute the entire contract between the Company and Participant hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied), which relate to the subject matter hereof.
15. Severability. In the event that any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain valid and in full force and effect.
16. Choice of Law; Venue. This Agreement will be governed by the laws of the State of California.
17. Compliance by Participant of Local Laws. As a condition to the exercise of the Option, Participant hereby represents and agrees that the exercise of the Option hereunder will not violate any securities laws, exchange control laws, or any laws or regulations in which the Participant resides.
18. Binding Effect. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, and successors.

[INTENTIONALLY LEFT BLANK]

FLUX POWER HOLDINGS, INC.
Notice of Intent to Exercise Non-Qualified Stock Options

To: Stock Administrator

I hereby give notice to _____ of my intent to exercise the following Non-Qualified Stock Options on _____, 201__:

(A) Grant Date	(B) #Options	(C) Exercise Price	(B X C) Payment Due
-------------------	-----------------	-----------------------	------------------------

Method of Payment

_____ Personal Check or Cash

_____ Exchange of Previously Owned Shares

_____ Deemed Net-Stock Exercise

_____ Broker Check (Same Day Sale)

_____ Brokerage Company _____

Your method of payment may result in a tax liability including alternative minimum tax. You are strongly urged to consult your tax advisor before exercising your options.

By this exercise, the undersigned Participant agree(s) (i) that Participant is bound by terms and conditions set forth in the Non-Qualified Stock Option Agreement and is exercising the Options in compliance with the terms set forth therein and (ii) that Participant will provide and/or execute and deliver to the Company such additional documents as the Company may require pursuant to the terms of the Flux Power Holdings, Inc. 2014 Equity Incentive Plan ("Plan").

Signature

Date

Participant Name

February 13, 2019

Board of Directors
Flux Power Holdings, Inc.
985 Poinsettia Avenue, Suite A
Vista, CA 92081

Re: Common Stock of Flux Power Holdings, Inc.
Registration Statement On Form S-8

Dear Gentlemen:

We have acted as counsel to Flux Power Holdings, Inc. a Nevada corporation (the "Company"), in connection with the registration of 13,842,523 shares of the Company's Common Stock (the "Shares") under the Securities Act of 1933, as amended (the "Securities Act"), which will be offered pursuant to the (i) Flux Power, Inc. 2010 Stock Plan, (ii) July 30, 2013 Non-Qualified Stock Option Agreement for Ronald Dutt, (iii) July 30, 2013 Non-Qualified Stock Option Agreement for four (4) employees of the Company, (iv) March 13, 2014 Non-Qualified Stock Option Agreement for Chris Anthony, (v) March 13, 2014 Non-Qualified Stock Option Agreement for Michael Johnson, (vi) March 13, 2014 Non-Qualified Stock Option Agreement for James Gevargis, and (vii) Flux Power Holdings, Inc. 2014 Equity Incentive Plan, as amended, all further described in the Company's registration statement on Form S-8 filed under the Securities Act (the "Registration Statement").

For the purpose of rendering this opinion, we examined originals or copies of such documents as we deemed to be relevant. In conducting our examination, we assumed without investigation, the genuineness of all signatures, the correctness of all certificates, the authenticity of all documents submitted to us as originals, the conformity to all original documents of all documents submitted as certified or photostatic copies, and the authenticity of the originals of such copies, and the accuracy and completeness of all records made available to us by the Company. In addition, in rendering this opinion, we assume that the Shares will be offered in the manner and on the terms identified or referred to in the Registration Statement, including all amendments thereto.

Our opinion is limited solely to matters set forth herein. We express no opinion as to the law of any other jurisdiction other than the laws of the State of Nevada and the laws of the United States.

Based upon and subject to the foregoing, after giving due regard to such issues of law as we deemed relevant, and assuming that (i) the Registration Statement becomes and remains effective, and the prospectus which is part thereof (the "Prospectus"), and the Prospectus delivery procedures with respect thereto, fulfill all of the requirements of the Securities and Exchange Act of 1933, as amended, throughout all periods relevant to the opinion, and (ii) all offers and sales of the Shares have been and will be made in compliance with the securities laws of the states, having jurisdiction thereof, we are of the opinion that the Shares to be issued upon the exercise of stock options for adequate consideration will be, validly issued, fully paid, and nonassessable.

We hereby consent in writing to the use of our opinion as an exhibit to the Registration Statement and any amendment thereto. By giving such consent, we do not thereby admit that we come within the category of persons where consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Sincerely,

/s/ Lewis Brisbois Bisgaard & Smith LLP

LEWIS BRISBOIS BISGAARD & SMITH LLP

ARIZONA ● CALIFORNIA ● COLORADO ● CONNECTICUT ● FLORIDA ● GEORGIA ● ILLINOIS ● INDIANA ● KANSAS ● KENTUCKY
LOUISIANA ● MARYLAND ● MASSACHUSETTS ● MISSOURI ● NEVADA ● NEW JERSEY ● NEW MEXICO ● NEW YORK
NORTH CAROLINA ● OHIO ● OREGON ● PENNSYLVANIA ● RHODE ISLAND ● TEXAS ● UTAH ● WASHINGTON ● WEST VIRGINIA

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Flux Power Holdings, Inc. (the "Company") of our report dated September 26, 2018, relating to the consolidated financial statements of Flux Power Holdings, Inc. (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the Company's ability to continue as a going concern), appearing in the Annual Report on Form 10-K of Flux Power Holdings, Inc. for the year ended June 30, 2018.

/s/ SQUAR MILNER LLP

San Diego, California
February 13, 2018
