

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): **June 18, 2019**

Ondas Holdings Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-56004

(Commission File
Number)

47-2615102

(IRS Employer
Identification No.)

165 Gibraltar Court, Sunnyvale, California 94089

(Address of principal executive offices) (Zip Code)

(888) 350-9994

Registrant's telephone number, including area code:

N/A

(Former name or former address, if changed since last report.)

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

Title of each class

Trading Symbol

Name of each exchange on which registered

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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 checkmark 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 101. Entry into a Material Definitive Agreement.

The information required by this Item 1.01 is incorporated by reference to Item 2.03 of this report.

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

Amendment to Loan and Security Agreement with Steward Capital Holdings, LP

On June 18, 2019, Ondas Networks Inc. f/k/a Full Spectrum Inc. (“Ondas Networks”), the wholly owned subsidiary of Ondas Holdings Inc., (the “Company”) and Steward Capital Holdings, LP (“Steward Capital”) entered into a letter of agreement to amend that certain Loan and Security Agreement (the “First Amendment”) entered into between the parties on March 9, 2018 (the “Agreement”), to (i) extend and amend the *Maturity Date*, as defined in Section 1.1 of the Agreement, to read in its entirety “means September 9, 2020”; (ii) waive the repayment requirement to Steward Capital under Section 2.3 of the Agreement, in connection with the currently proposed public offering of the Company as described in the Company’s Registration Statement on [Form S-1](#) (333-230855), and (iii) waive the restriction by Steward Capital on the prepayment of Indebtedness under Section 7.4 of the Agreement. In connection with the waivers, extension and amendment, the Company agreed to pay to Steward Capital, upon the earlier of (a) the completion of the public offering as set forth in Section 2.3 of the Agreement and (b) ten (10) days following the Company’s receipt of Steward’s written demand therefor, a fee equal to three percent (3%) of the current outstanding principal balance of the Loan (as defined in the Agreement).

A copy of the First Amendment is filed herewith as [Exhibit 10.4](#) and incorporated herein by reference.

Amendment to Secured Promissory Notes

In addition to the Loan described above, the Company has two outstanding secured promissory notes pursuant to the Loan Agreement for an aggregate principal amount of \$10,000,000. Such secured promissory notes are dated March 9, 2018 and October 9, 2018 (collectively with the Loan, the “Secured Promissory Notes”).

In connection with the First Amendment, on June 18, 2019, Ondas Networks and Steward Capital entered into an Amendment to Secured Promissory Notes to amend the term *Maturity Date* in the Secured Promissory Notes from September 9, 2019 to September 9, 2020 (the “Loan Amendment”). A copy of the Loan Amendment is filed herewith as [Exhibit 10.5](#) and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	<u>Loan and Security Agreement, by and between Full Spectrum Inc. and Steward Capital Holdings, LP, dated as of March 9, 2018 filed as Exhibit 10.8 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 4, 2018 (File No. 333-205271).</u>
10.2	<u>Secured Promissory Note for \$5,000,000 issued to Steward Capital Holdings, LP by Full Spectrum Inc. dated March 9, 2018 (incorporated herein by reference to Exhibit 10.10 to the Company's Current Report on Form 8-K filed on October 4, 2018 (File No. 333-205271))</u>
10.3	<u>Secured Promissory Note for \$5,000,000 issued to Steward Capital Holdings, LP by Full Spectrum Inc. dated October 9, 2018 (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on October 15, 2018 (File No. 333-205271))</u>
10.4	<u>First Amendment to Loan and Security Agreement, dated as of June 18, 2019, by and between Ondas Networks Inc. and Steward Capital Holdings, LP.*</u>
10.5	<u>Amendment to Secured Promissory Notes dated June 18, 2019.*</u>

* Filed herewith.

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.

Date: June 18, 2019

ONDAS HOLDINGS INC.

By: /s/ Eric A. Brock
Eric A. Brock
Chief Executive Officer

ONDAS

Donald P. Johns
Steward Capital Holdings, LP
3900 S. Overland Avenue
Springfield, MO 65807

Dear Donny:

Pursuant to the terms of that certain Loan and Security Agreement (the "Agreement"), dated as of March 9, 2018, by and between Full Spectrum Inc. (now known as Ondas Networks Inc.), a Delaware corporation, and each of its domestic subsidiaries signatory thereto (collectively, the "Company"), and Steward Capital Holdings, LP, a Delaware limited partnership, and its successors and assigns (together with its successors and assigns, "Steward"), the Company hereby requests:

- (1) Steward's extension and amendment of the Maturity Date, as defined in Section 1.1 of the Agreement, to read in its entirety "means September 9, 2020";
- (2) Steward's waiver of the payment requirement under Section 2.3 of the Agreement, in connection with the currently proposed public offering by Ondas Holdings Inc. (the "Parent") as described in the Parent's Registration Statement on Form S-1 (333-230855); and
- (3) Steward's waiver of the restriction on prepayment of Indebtedness under Section 7.4 of the Agreement.

In connection with the aforesaid waivers, extension and amendment, the Company agrees to pay to Steward, upon the earlier of (a) the completion of the public offering as set forth in Section 2.3 of the Agreement and (b) ten (10) days following the Company's receipt of Steward's written demand therefor, a fee equal to three percent (3%) of the current outstanding principal balance of the Loan (as defined in the Agreement).

The Company acknowledges and agrees that the aforesaid waivers, extension and amendment shall not operate or be construed as a waiver of any other right or remedy reserved to Steward, or an amendment to any other provision, under the Agreement, whether of a similar or different character, and whether occurring before or after such waivers and amendment.

Please acknowledge your receipt of this request and your consent to the aforesaid waivers, extension and amendment by executing this letter and returning a .pdf to my attention at eric.brock@ondas.com, with the original sent by regular mail to the address shown below. If you have any questions, please contact me at (617) 359-6400.

Sincerely,

ONDAS NETWORKS INC.

/s/ Eric Brock

Eric Brock
Chief Executive Officer

Ondas Holdings

165 Gibraltar Court ■ Sunnyvale, CA 94089
+1-888-350-9994 ■ www.ondas.com



The undersigned hereby consents to the aforesaid waivers, extension and amendment.

STEWARD CAPITAL HOLDINGS, LP

By: /s/ Donald P. Johns
Donald P. Johns, VP/CFO

Date: June 18, 2019

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FIRST AMENDMENT TO SECURED TERM PROMISSORY NOTES

FIRST AMENDMENT TO SECURED TERM PROMISSORY NOTES (this "Amendment"), dated as of June 18, 2019, is entered into by ONDAS NETWORKS INC., fka Full Spectrum Inc., a Delaware corporation (together with its subsidiaries hereinafter referred to as the "Borrower"), in favor of STEWARD CAPITAL HOLDINGS, LP, a Delaware limited partnership, and its successors and assigns (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS the Borrower and the Lender have entered into that certain Loan and Security Agreement dated as of March 9, 2018 and that certain First Amendment to the Loan and Security Agreement, dated as of the date hereof (collectively, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Borrower has executed in favor of Lender (i) that certain Secured Term Promissory Note, dated as of March 9, 2018, in the original principal amount of \$5,000,000 and (ii) that certain Secured Term Promissory Note, dated as of October 9, 2018, in the original principal amount of \$5,000,000 (collectively, the "Notes");

WHEREAS the Borrower has requested that the Lender agree to extend the Maturity Date of each of the Notes upon the terms set forth herein; and

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1.1 Amendment. Each Note is hereby amended so that the Maturity Date for each Note shall be September 9, 2020.

1.2 Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect, the rights and remedies of the parties to the Notes and shall not alter, modify, amend or in any way affect any of the terms or conditions contained therein, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Party to any future consent with respect to, or waiver, amendment, modification or other change of, any of the terms or conditions contained in the Notes in similar or different circumstances. Except as expressly stated herein, the Lender reserves all rights, privileges and remedies under the Notes. All references in the Loan Agreement and the other Loan Documents to the Notes shall be deemed to be references to the Notes as modified hereby.

1.3 Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

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

BORROWER:

ONDAS NETWORKS INC.,
a Delaware corporation

By: /s/ Eric A. Brock

Name: Eric A. Brock

Title: Chief Executive Officer

LENDER:

STEWARD CAPITAL HOLDINGS, LP

By: /s/ Donald P. Johns

Name: Donald P. Johns

Title: Vice President/Chief Financial Officer
