

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): August 7, 2019

Ondas Holdings Inc.
(Exact name of registrant as specified in charter)

Nevada
(State or other jurisdiction
of incorporation)

000-56004
(Commission File Number)

47-2615102
(IRS Employer
Identification No.)

**165 Gibraltar Court,
Sunnyvale, California**
(Address of principal executive offices)

94089
(Zip Code)

(888) 350-9994
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class

Trading Symbol(s)

Name of each exchange on which registered

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

The disclosures required by Item 1.01 are set forth below under Item 2.03 and are incorporated herein by reference.

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

Extensions of Due Dates on Notes Payable and Other Financing Agreements

Loan Agreements

On January 7, April 4, May 1, and June 27, 2019, Ondas Holdings Inc. (“Ondas Holdings” or the “Company”) filed Current Reports on Form 8-K (the “Prior 8Ks”) with the Securities and Exchange Commission (the “SEC”), to report the extension of maturity dates on certain notes payable and other financing agreements of the Company or its subsidiaries. Unless otherwise defined herein, capitalized terms have the same meaning as those used in the Prior 8Ks.

On August 7, 2019, Ondas Networks Inc. (“Ondas Networks”), the wholly owned subsidiary of Ondas Holdings, entered into a Loan Extension Amendment to further amend the October 2007 Loan in the original principal amount of \$550,000, to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that if the Company completes an equity offering of not less than \$8,000,000 on or before the maturity date, at or less than a specified offering price per security (the “Next Equity Financing”), the lender shall extinguish the indebtedness in exchange for securities of the Company upon the same terms and conditions of the investors in such offering, provided Energy Capital (as defined below) participates in an extinguishment of all the indebtedness owed to it under the Loan Agreement (as defined below) in the Next Equity Financing (the “Energy Capital Participation”). At July 31, 2019 and December 31, 2018, the outstanding balance of the October 2007 Loan was \$600,997 and \$567,310, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.0.

On August 7, 2019, Ondas Networks entered into a Loan Extension Amendment to further amend the December 2013 Note and November 2014 Loan in the original principal amounts of \$250,000 and \$210,000, respectively, to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that if the Company completes the Next Equity Financing, the lender shall extinguish the indebtedness in exchange for securities of the Company upon the same terms and conditions of the investors in such offering, provided the Energy Capital Participation occurs in the Next Equity Financing. At July 31, 2019 and December 31, 2018, the outstanding balance of the December 2013 Note was \$298,146 and \$285,679, respectively. At July 31, 2019 and December 31, 2018, the outstanding balance of the November 2014 Loan was \$279,056 and \$259,170, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.0.

On August 7, 2019, Ondas Networks entered into a Loan Extension Amendment to further amend the April 2015 Note in the original principal amount of \$50,000, to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that if the Company completes the Next Equity Financing, the lender shall extinguish the indebtedness in exchange for securities of the Company upon the same terms and conditions of the investors in such offering, provided the Energy Capital Participation occurs in the Next Equity Financing. At July 31, 2019 and December 31, 2018, the outstanding balance of the April 2015 Note was \$70,460 and \$66,511, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.0.

Financing Agreements

On August 7, 2019, Ondas Networks entered into a Loan Extension Amendment to further amend the February 2014 Financing Agreement in the original principal amount of \$660,000, to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that the principal balance and any unpaid accrued interest on the February 2014 Financing Agreement will automatically convert into securities of the Company upon the closing of the Next Equity Financing. At July 31, 2019 and December 31, 2019, the outstanding balance of the February 2014 Financing Agreement was \$1,104,807 and \$957,925, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.1.

On August 8, 2019, Ondas Networks entered into a Loan Extension Amendment (the “Consolidating Amendment”) to further amend the November and December 2016 Notes in the original principal amounts of \$250,000 and \$100,000, respectively, to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that the principal balance and any unpaid accrued interest on the November and December 2016 Notes will automatically convert into securities of the Company upon the closing of the Next Equity Financing. At July 31, 2019 and December 31, 2018, the outstanding balance of the November 2016 Note was \$314,636 and \$297,000, respectively. At June 30, 2019 and December 31, 2018, the outstanding balance of the December 2016 Note was \$111,861 and \$105,591, respectively. The form of Amendment is filed herewith as Exhibit 10.1.

Private Placement Notes

On August 7, 2019, Ondas Networks entered into an Amendment to further amend certain Private Placement Notes with an individual in the original aggregate principal amount of \$200,000 to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to September 30, 2021. At July 31, 2019 and December 31, 2018, the aggregate outstanding balance of such Private Placement Notes were \$239,921 and \$226,473, respectively. The form of Amendment is filed herewith as Exhibit 10.2.

Also on August 7, 2019, Ondas Networks entered into a Loan Extension Amendment to further amend the another Private Placement Note with a separate individual in the original aggregate principal amount of \$125,000 to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that if the Company completes the Next Equity Financing, the lender shall extinguish the indebtedness in exchange for securities of the Company upon the same terms and conditions of the investors in such offering, provided the Energy Capital Participation occurs in the Next Equity Financing. At July 31, 2019 and December 31, 2018, the outstanding balance of such Private Placement Note was \$155,286 and \$146,582, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.0.

Also, the Consolidating Amendment entered into on August 8, 2019 (discussed above), further amends the certain Private Placement Notes with an individual in the original aggregate principal amount of \$700,000 to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that the principal balance and any unpaid accrued interest on such Private Placement Notes will automatically convert into securities of the Company upon the closing of the Next Equity Financing. At July 31, 2019 and December 31, 2018, the outstanding balance of such Private Placement Notes were \$775,960 and \$732,466, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.1.

On August 9, 2019, Ondas Networks entered into a Loan Extension Amendment to further amend the another Private Placement Note with a separate individual in the original aggregate principal amount of \$200,000 to transfer all accrued and unpaid interest through July 31, 2019 to principal, and to extend the maturity date to October 31, 2019, provided, however, that the principal balance and any unpaid accrued interest on such Private Placement Notes will automatically convert into securities of the Company upon the closing of the Next Equity Financing. At July 31, 2019 and December 31, 2018, the outstanding balance of such Private Placement Notes were \$252,303 and \$238,161, respectively. The form of Loan Extension Amendment is filed herewith as Exhibit 10.1.

The notes payable and other financing agreements described in this report are not transactions with related persons requiring disclosure under Item 404 of Regulation S-K.

Advance of \$900,000 under Loan and Security Agreement with Energy Capital, LLC

On August 13, 2019, the Company drew down an advance of \$900,000 (the “Thirteenth Advance”) available under the Loan and Security Agreement with Energy Capital, LLC (“Energy Capital”) entered into on October 1, 2018 (the “Loan Agreement”) by the Company and Energy Capital (the “Loan”). The Thirteenth Advance proceeds will be utilized primarily for inventory and operating capital.

The principal amount outstanding under the Loan bears interest at a per annum rate equal to the greater of (a) 11.25% or (b) 11.25% plus the Prime Rate (as published by the Wall Street Journal (National Edition)), less 3.25%. All amounts outstanding under the Loan are secured by a lien on the Company’s assets, subject to terms of outstanding debt obligations, and become due and payable on September 30, 2020.

The Loan Agreement contains customary events of default and affirmative and negative covenants for transactions of this nature. Upon an event of default, Energy Capital has the right to require the Company to prepay the outstanding principal amount of the Loan plus all accrued and unpaid interest.

The Loan was completed through a private placement and is exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended. In claiming the exemption under Section 4(a)(2), the Company relied in part on the following facts: (1) the offer and sale involved one purchaser (Energy Capital); (2) the purchaser had access to information regarding the Company; (3) the purchaser represented that it (a) had the requisite knowledge and experience in financial and business matters to evaluate the merits and risk of an investment in the Company; (b) was able to bear the economic risk of an investment in the Company; (c) will acquire the Loan for its own account in a transaction not involving any general solicitation or general advertising, and not with a view to the distribution thereof; and (4) a restrictive legend was placed on the instrument evidencing the Loan.

A copy of the Loan is filed herewith as Exhibit 10.4 and incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information required by this Item 3.02 is incorporated by reference to Item 2.03 of this report.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Description
10.0	Form of Loan Extension Amendment †*
10.1	Form of Loan Extension Amendment †*
10.2	Form of Amendment *
10.3	Loan and Security Agreement, by and between the Company and Energy Capital, LLC, dated as of October 1, 2018 filed as Exhibit 10.9 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).
10.4	Secured Promissory Note issued to Energy Capital, LLC by Ondas Holdings Inc. dated August 13, 2019.*

† Certain portions of the exhibit have been omitted pursuant to Rule 601(b)(2) of Regulation S-K. The omitted information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

* 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.

ONDAS HOLDINGS INC.

Date: August 13, 2019

By: /s/ Eric Brock
Name: Eric Brock
Title: Chief Executive Officer

THE SYMBOL “[****]” DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

FORM OF
Loan Extension Amendment

This Loan Extension Amendment is effective as of this 31st day of July, 2019, by and between Ondas Networks Inc. (the “Company”) and the undersigned lender (the “Lender”).

Whereas, the Company is currently indebted to the Lender in the amount of \$ _____ including unpaid accrued interest thereon (the “Indebtedness”), pursuant to promissory note(s) and / or any applicable loan agreement(s), as may have been amended from time to time, by and between the Company and the Lender (the “Loan”); and

Whereas, the parties wish to extend the current scheduled maturity date for the Loan and agree to certain other terms as set forth below.

It is hereby agreed:

- 1. The maturity date for the Loan is hereby extended to October 31, 2019 (the “New Maturity Date”), when the Indebtedness shall be due and payable in full; provided that the Indebtedness may be paid, in whole or in part, at any time or times prior to the New Maturity Date, in the Company’s sole discretion, and without notice, penalty or bonus; provided further, however that if Ondas Holdings Inc. (the “Parent”) completes an equity offering of not less than \$8,000,000 on or before the New Maturity Date (the “Offering”) at an offering price per security of \$[****] or less, the Lender shall extinguish the Indebtedness in exchange for securities of Parent upon the same terms and conditions as investors in the Offering (the “Extinguishment for Equity”) so long as Energy Capital LLC also participates in an extinguishment of all its principal debt and all unpaid accrued interest owing under the Loan and Security Agreement by and between the Parent and Energy Capital, LLC, dated October 1, 2018 or otherwise, on the same terms as the Lender. Furthermore, the Lender may at its option extinguish the Indebtedness pursuant to the terms set forth above if the offering price per security exceeds \$[****]. The securities to be received in connection with the Extinguishment for Equity is referred to herein as the Securities.
2. The Lender shall enter into a lock-up agreement with the Parent to restrict the public sale of the Securities through September 30, 2020.
3. Any defaults or penalties existing under the Loan as of this date are hereby waived.
4. Interest on the Indebtedness will accrue and not be payable until the New Maturity Date.
5. All other terms applicable to the Loan shall continue in full force and effect.

COMPANY

Ondas Networks Inc.

LENDER

By: _____
Name: Eric Brock, CEO

By: _____
Name/As: _____

THE SYMBOL “[****]” DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

**FORM OF
Loan Extension Amendment**

This Loan Extension Amendment (this “Amendment”) is entered into on August 9, 2019 and effective as of the 3rd day of July, 2019, by and between Ondas Networks Inc. (the “Company”) and the undersigned lender (the “Lender”).

Whereas, the Company is currently indebted to the Lender in the amount of \$ _____ including unpaid accrued interest thereon (the “Indebtedness”), pursuant to promissory note(s) and / or any applicable loan agreement(s), as may have been amended from time to time, by and between the Company and the Lender (the “Loan”); and

Whereas, the parties wish to extend the current scheduled maturity date for the Loan and agree to certain other terms as set forth below.

It is hereby agreed:

1. For purposes of this Amendment, the following capitalized terms shall have the following meanings:
 - a. “Common Stock” means the Company’s common stock, par value \$0.0001 per share.
 - b. “Conversion Shares” means shares of the Equity Securities issued in the Next Equity Financing.
 - c. “Equity Securities” means (a) Common Stock or preferred stock of the Company; (b) any securities conferring the right to purchase Common Stock (including any warrants for Common Stock or other Equity Securities); or (c) any securities directly or indirectly convertible into, or exchangeable for (with or without additional consideration) Common Stock. Notwithstanding the foregoing, the following will not be considered “Equity Securities”: (i) any security granted, issued or sold by the Company to any director, officer, employee, consultant or adviser of the Company for the primary purpose of soliciting or retaining their services; (ii) any convertible promissory notes (including the Indebtedness and Related Indebtedness) issued by the Company; and (iii) any agreements by the Company to issue any of the foregoing in the future.
 - d. “Next Equity Financing” means the next sale (or series of related sales) by the Company of its Equity Securities for cash in fully available funds following the date of this Agreement in one or more offerings relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder or that are registered under the Securities Act, from which the Company receives gross proceeds of not less than \$8,000,000 (excluding, for the avoidance of doubt, the aggregate principal amount of the Indebtedness and Related Indebtedness).
 - e. “Related Indebtedness” means all other indebtedness of the Company converting into Conversion Shares or otherwise extinguished at the time of Conversion.
 - f. “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.
 2. The maturity date for the Loan is hereby extended to October 31, 2019 (the “New Maturity Date”), when the Indebtedness shall be due and payable in full; provided that the Indebtedness may be paid, in whole or in part, at any time or times prior to the New Maturity Date, in the Company’s sole discretion, and without notice, penalty or bonus.
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3. The principal balance and unpaid accrued interest on the Indebtedness will automatically convert into Conversion Shares (the "Conversion") upon the closing of the Next Equity Financing. Notwithstanding the foregoing, the Company may, at its option, pay any unpaid accrued interest on each Note in cash at the time of Conversion. The number of Conversion Shares the Company issues upon such Conversion will be the amount as if the Lender participated upon the same terms and conditions in the Next Equity Financing. At least five (5) days prior to the closing of the Next Equity Financing, the Company will notify the holder of each Note in writing of the terms of the Equity Securities that are expected to be issued in such financing. The issuance of Conversion Shares pursuant to the conversion of each Note will be on, and subject to, the same terms and conditions applicable to the Equity Securities issued in the Next Equity Financing. Notwithstanding the foregoing, any Conversion contemplated in this Section 3 shall be at the Lender's sole discretion in the event the Next Equity Financing is at a price per share of Common Stock (or equivalent thereof) of greater than \$[****].
4. Lender acknowledges that the Conversion may require Lender's execution of certain agreements relating to the purchase and sale of the Conversion Shares, as well as registration rights, rights of first refusal and co-sale, rights of first offer and voting rights, if any, relating to such securities (collectively, the "Financing Agreements"). Lender agrees to execute all of the Financing Agreements in connection with a Next Equity Financing.
5. After the Conversion, the Company (at its expense) will issue and deliver to the holder thereof a certificate or certificates evidencing the Conversion Shares promptly after the written request of such holder.
6. Notwithstanding anything herein to the contrary, the Conversion shall not take place (and the Lender shall have no obligations to facilitate a Conversion) unless, as of the date of Conversion, all indebtedness for borrowed money of the Corporation that is then outstanding, or as to which then there is a contractual obligation to lend to the Company (whether or not any conditions or contingencies need to be met in order to make such loan), as of the date hereof ("Outstanding Indebtedness"), there is no remaining Outstanding Indebtedness other than Outstanding Indebtedness owed to Steward Capital Holdings, LP and up to \$1,000,000 of additional Outstanding Indebtedness, and that all other Outstanding Indebtedness as of prior to the Conversion shall have been converted into Conversion Shares on substantially the same terms and conditions as the Conversion hereunder. In such case, the Indebtedness shall mature as of the New Maturity Date with no conversion hereunder, and the Company shall have no ability to convert any of the Indebtedness into Conversion Shares.
7. As of each of the date hereof and the date of any Conversion, (i) the Company is or will be a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted, (ii) the Company is or will be duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify or to be in good standing would have a material adverse effect on the Company, (iii) except for the authorization, reservation and issuance of the Conversion Shares (which authorization and reservation shall have been made prior to the Conversion), all corporate action has been or will be taken on the part of the Company and its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the performance of its obligations under the Indebtedness, and (iv) except as may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights, the Company has or will have taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this Agreement and the Notes valid and enforceable in accordance with their terms.
8. The Lender hereby forbears until the New Maturity Date from calling any defaults or penalties existing under the Loan as of the date hereof.
9. Interest on the indebtedness will accrue and not be payable until the New Maturity Date at which time all such interest shall become due and payable.
10. All other terms applicable to the Loan shall continue in full force and effect and the other terms of the Loan shall apply to this Amendment *mutatis mutandis*.

COMPANY

Ondas Networks Inc.

By: _____
Name: Eric Brock, CEO

LENDER

By: _____
Name/As: _____

**FORM OF
Amendment**

This agreement made as of this 31st day of July 2019 by and between Ondas Networks Inc. (the "Company") and the undersigned lender ("Lender").

Whereas the Company is indebted to the Lender for certain loan principle and interest pursuant to certain loan agreements and notes as amended ("Loan"); and

Whereas the Parties wish to amend certain terms respecting the Loan.

It is hereby agreed:

1. All principal and interest outstanding under the Loan and subsequently accruing through to July 31, 2019 shall be defined as and constitute the new principal amount of Lender's Loans to the Company ("New Loan Principal").
2. The New Loan Principal shall be payable in full on September 30, 2021 together with interest thereon, or at any time earlier in whole or part at Company's discretion without notice or bonus.
3. All other terms of the Loan shall continue.

Ondas Networks Inc.

By: _____
Name: Eric Brock

SECURED TERM PROMISSORY NOTE

\$900,000

Advance Date: August 13, 2019
Maturity Date: September 30, 2020

FOR VALUE RECEIVED, Ondas Holdings Inc., a Nevada corporation, for itself and each of its Subsidiaries (the "Borrower") hereby promises to pay to the order of Energy Capital, LLC, a Florida limited liability company, or the holder of this Note (the "Lender") at Lender's address listed in Loan Agreement, or such other place of payment as the holder of this Secured Term Promissory Note (this "Promissory Note") may specify from time to time in writing, in lawful money of the United States of America, the principal amount of Nine Hundred Thousand Dollars (\$900,000) or such lesser principal amount as Lender has advanced to Borrower, together with interest as set forth in that certain Loan and Security Agreement dated October 1, 2018, by and among Borrower, its Domestic Subsidiaries party thereto and Lender (as the same may from time to time be amended, modified or supplemented in accordance with its terms, the "Loan Agreement").

This Promissory Note is the Term Note referred to in, and is executed and delivered in connection with, the Loan Agreement, and is entitled to the benefit and security of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), to which reference is made for a statement of all of the terms and conditions thereof. All payments shall be made in accordance with the Loan Agreement. All terms defined in the Loan Agreement shall have the same definitions when used herein, unless otherwise defined herein. An Event of Default under the Loan Agreement shall constitute an Event of Default under this Promissory Note.

Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest under the UCC or any applicable law. Borrower agrees to make all payments under this Promissory Note without setoff, recoupment or deduction and regardless of any counterclaim or defense. This Promissory Note has been negotiated and delivered to Lender and is payable in the State of Florida. This Promissory Note shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding any conflicts of law rules or principles that would cause the application of the laws of any other jurisdiction.

BORROWER FOR ITSELF AND ON BEHALF OF ITS SUBSIDIARIES:

ONDAS HOLDINGS INC.

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