

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): May 2, 2012

AMP HOLDING INC.

(Exact name of registrant as specified in its charter)

Nevada

000-53704

26-1394771

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification Number)

100 Commerce Boulevard, Loveland, Ohio 45140  
(Address of principal executive offices) (zip code)

513-297-3640  
(Registrant's telephone number, including area code)

Copies to:  
Stephen M. Fleming, Esq.  
Fleming PLLC  
49 Front Street, Suite 206  
Rockville Centre, New York 11570  
Phone: (516) 833-5034  
Fax: (516) 977-1209

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01**      **Entry into a Material Definitive Agreement**  
**Item 2.03**      **Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant**  
**Item 3.02**      **Unregistered Sales of Equity Securities**

From January 6, 2012 through May 11, 2012, AMP Holding Inc. (the "Company") entered into Securities Purchase Agreements and Security Agreements with several accredited investors (the "2012 Investors") providing for the sale by the Company to the 2012 Investors of Secured Convertible Debentures in the aggregate amount of \$1,000,000 (the "2012 Notes"). In addition to the 2012 Notes, the 2012 Investors also received common stock purchase warrants (the "2012 Warrants") to acquire 1,000,000 shares of common stock of the Company. The 2012 Warrants are exercisable for three years at an exercise price of \$0.50. The Company received the proceeds in connection with these financings between January 6, 2012 and May 11, 2012. On May 2, 2012, Stephen Burns, President and a director of the Company, invested \$100,000 as part of this offering.

The 2012 Notes mature one year from their respective effective dates (the "Maturity Dates") and interest associated with the 2012 Notes is 10% per annum, which is payable on the Maturity Dates. The 2012 Notes are convertible into shares of common stock of the Company, at the 2012 Investors' option, at a conversion price of \$0.50. Upon the closing of any financing in an amount greater than \$3,000,000 (the "Financing"), the Company, in its sole discretion, may require that the 2012 Notes be converted into securities of the Company at the same terms of the Financing. The 2012 Notes and the 2012 Warrants carry standard anti-dilution provisions but in no event may the conversion price be reduced below \$0.25. Further, the 2012 Investors will have the right to participate in the next financing on a pro-rata basis up to \$1,000,000.

In addition, on May 30, 2012, May 31, 2012 and June 5, 2012, Mr. Burns loaned the Company \$12,250, \$15,000 and \$100,000, respectively. In consideration of such loans, the Company issued Mr. Burns three Promissory Notes (the "Notes") which bear interest at 10% per annum and mature on September 30, 2012 (the "Notes Maturity Date"). The Notes can be prepaid in whole or in part at any time without the consent of Mr. Burns provided that the Company shall pay all accrued interest on the principal so prepaid to date of such prepayment. The Notes are secured by all of the assets of the Company as set forth in that certain security agreement dated October 31, 2011 between Mr. Burns and the Company; provided, however, Mr. Burns may only take action under such security agreement in the event that the Note is not paid in full on or prior to September 30, 2012.

The sales of the Notes were completed on May 30, 2012, May 31, 2012 and June 5, 2012. As of the date hereof, the Company is obligated on an aggregate of \$127,250 in face amounts of the Notes issued to Mr. Burns. The Notes and the 2012 Notes are debt obligations arising other than in the ordinary course of business which constitute direct financial obligations of the Company.

Further, on June 5, 2012, the Company and Mr. Burns entered into three Letter Agreements to amend those certain Promissory Notes dated November 30, 2009 in the amount of \$43,000, September 30, 2011 in the amount of \$62,000 and October 31, 2011 in the amount of \$200,000 (collectively, the "Previous Notes"), pursuant to which the maturity dates of the Previous Notes were extended to September 30, 2012.

The 2012 Notes and the Notes were offered and sold in private placement transactions made in reliance upon exemptions from registration pursuant to Section 4(2) under the Securities Act of 1933 and Rule 506 promulgated thereunder. The investor is an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933.

The descriptions of the above financings do not purport to be complete and are qualified in their entirety by reference to the financing documents, which are attached as exhibits hereto and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Secured Convertible Debenture (1)
4.2	Form of Security Agreement (1)
4.3	Form of Common Stock Purchase Warrant (1)
4.4	Form of Securities Purchase Agreement (1)
4.5	<a href="#">Promissory Note dated May 30, 2012</a>
4.6	<a href="#">Promissory Note dated May 31, 2012</a>
4.7	<a href="#">Promissory Note dated June 5, 2012</a>
4.8	<a href="#">Letter Amendment dated June 5, 2012</a>
4.9	<a href="#">Letter Amendment dated June 5, 2012</a>
4.10	<a href="#">Letter Amendment dated June 5, 2012</a>

(1) Incorporated by reference to the Form 8-K Current Report as filed with the Securities and Exchange Commission on February 28, 2012.



**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.

**AMP HOLDING INC.**

Date: June 25, 2012

By: /s/ Richard Calme

\_\_\_\_\_  
Name: Richard Calme

Title: Interim CFO

Exhibit 4.5

PROMISSORY NOTE

\$12,250

Loveland, Ohio  
Date: May 30, 2012  
Effective Date: June 5, 2012

AMP Holding Inc., a Nevada corporation (the "Maker"), for value received, hereby promises to pay to Stephen Burns or registered assigns (the "Holder"), the principal sum of TWELVE THOUSAND TWO HUNDRED FIFTY AND 00/XX (\$12,250) Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Maker further promises to pay interest on the unpaid principal balance hereof at the rate of ten percent (10%) per annum, principal and interest on the outstanding balance to be paid by September 30, 2012 (the "Maturity Date"). Interest shall be calculated on the basis of a 360 day year and actual days elapsed. In no event shall the interest charged hereunder exceed the maximum permitted under the laws of the State of Ohio.

This Note can be prepaid in whole or in part at any time without the consent of the Holder provided that Maker shall pay all accrued interest on the principal so prepaid to date of such prepayment.

This Note is secured by all of the assets of the Maker as set forth in that certain security agreement dated October 31, 2011 between Holder and Maker; **provided, however, the Maker may only take action under such security agreement in the event that this Note is not paid in full on or prior to September 30, 2012.**

The entire unpaid principal balance of this Note and interest accrued with respect thereto shall be immediately due and payable upon the occurrence of any of the following (each, an "Event of Default"):

- a. Application for, or consent to, the appointment of a receiver, trustee or liquidator for Maker or of its property;
- b. Admission in writing of the Maker's inability to pay its debts as they mature;
- c. General assignment by the Maker for the benefit of creditors;
- d. Filing by the Maker of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization, or an arrangement with creditors; or
- e. Entering against the Maker of a court order approving a petition filed against it under the federal bankruptcy laws, which order shall not have been vacated or set aside or otherwise terminated within 60 days.
- f. Default in the payment of the principal or accrued interest on this Note, when and as the same shall become due and payable, whether by acceleration or otherwise;
- g. Default in any covenant or obligation of Maker in favor of Holder arising pursuant to the agreement between Maker and Holder dated as of the date of this Note.

All rights and remedies available to the Holder pursuant to the provisions of applicable law and otherwise are cumulative, not exclusive and enforceable alternatively, successively and/or concurrently after default by Maker pursuant to the provisions of this Note.

The Maker waives demand, presentment, protest and notice of any kind and consents to the extension of time of payments, the release, surrender or substitution of any and all security or guarantees for the obligations evidenced hereby or other indulgence with respect to this Note, all without notice.

This Note may not be changed, modified or terminated orally, but only by an agreement in writing, signed by the party to be charged.

In the event of any litigation with respect to the obligations evidenced by this Note, the Maker waives the right to a trial by jury and all rights of set-off and rights to interpose permissive counterclaims and cross-claims. This Note shall be governed by and construed in accordance with the laws of the State of Ohio and shall be binding upon the successors, endorsees or assigns of the Maker and inure to the benefit of the Holder, its successors, endorsees and assigns.

The Maker hereby irrevocably consents to the jurisdiction of the courts of Hamilton County, in the State of Ohio and the United States District Court for the Southern District of Ohio in connection with any action or proceeding arising out of or relating to this Note. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected thereby.

**AMP HOLDING INC.**

By: /s/ Richard J. Calme

\_\_\_\_\_  
Name: Richard J. Calme  
Title: Interim CFO

PROMISSORY NOTE

\$15,000

Loveland, Ohio  
Date: May 31, 2012  
Effective Date: June 5, 2012

AMP Holding Inc., a Nevada corporation (the "Maker"), for value received, hereby promises to pay to Stephen Burns or registered assigns (the "Holder"), the principal sum of FIFTEEN THOUSAND 00/XX (\$15,000) Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Maker further promises to pay interest on the unpaid principal balance hereof at the rate of ten percent (10%) per annum, principal and interest on the outstanding balance to be paid by September 30, 2012 (the "Maturity Date"). Interest shall be calculated on the basis of a 360 day year and actual days elapsed. In no event shall the interest charged hereunder exceed the maximum permitted under the laws of the State of Ohio.

This Note can be prepaid in whole or in part at any time without the consent of the Holder provided that Maker shall pay all accrued interest on the principal so prepaid to date of such prepayment.

This Note is secured by all of the assets of the Maker as set forth in that certain security agreement dated October 31, 2011 between Holder and Maker; **provided, however, the Maker may only take action under such security agreement in the event that this Note is not paid in full on or prior to September 30, 2012.**

The entire unpaid principal balance of this Note and interest accrued with respect thereto shall be immediately due and payable upon the occurrence of any of the following (each, an "Event of Default"):

- a. Application for, or consent to, the appointment of a receiver, trustee or liquidator for Maker or of its property;
- b. Admission in writing of the Maker's inability to pay its debts as they mature;
- c. General assignment by the Maker for the benefit of creditors;
- d. Filing by the Maker of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization, or an arrangement with creditors; or
- e. Entering against the Maker of a court order approving a petition filed against it under the federal bankruptcy laws, which order shall not have been vacated or set aside or otherwise terminated within 60 days.
- f. Default in the payment of the principal or accrued interest on this Note, when and as the same shall become due and payable, whether by acceleration or otherwise;
- g. Default in any covenant or obligation of Maker in favor of Holder arising pursuant to the agreement between Maker and Holder dated as of the date of this Note.

All rights and remedies available to the Holder pursuant to the provisions of applicable law and otherwise are cumulative, not exclusive and enforceable alternatively, successively and/or concurrently after default by Maker pursuant to the provisions of this Note.

The Maker waives demand, presentment, protest and notice of any kind and consents to the extension of time of payments, the release, surrender or substitution of any and all security or guarantees for the obligations evidenced hereby or other indulgence with respect to this Note, all without notice.

This Note may not be changed, modified or terminated orally, but only by an agreement in writing, signed by the party to be charged.

In the event of any litigation with respect to the obligations evidenced by this Note, the Maker waives the right to a trial by jury and all rights of set-off and rights to interpose permissive counterclaims and cross-claims. This Note shall be governed by and construed in accordance with the laws of the State of Ohio and shall be binding upon the successors, endorsees or assigns of the Maker and inure to the benefit of the Holder, its successors, endorsees and assigns.

The Maker hereby irrevocably consents to the jurisdiction of the courts of Hamilton County, in the State of Ohio and the United States District Court for the Southern District of Ohio in connection with any action or proceeding arising out of or relating to this Note. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected thereby.

**AMP HOLDING INC.**

By: /s/ Richard J. Calme

Name: Richard J. Calme

Title: Interim CFO



PROMISSORY NOTE

\$100,000

Loveland, Ohio  
Date: June 5, 2012

AMP Holding Inc., a Nevada corporation (the "Maker"), for value received, hereby promises to pay to Stephen Burns or registered assigns (the "Holder"), the principal sum of ONE HUNDRED THOUSAND 00/XX (\$100,000) Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Maker further promises to pay interest on the unpaid principal balance hereof at the rate of ten percent (10%) per annum, principal and interest on the outstanding balance to be paid by September 30, 2012 (the "Maturity Date"). Interest shall be calculated on the basis of a 360 day year and actual days elapsed. In no event shall the interest charged hereunder exceed the maximum permitted under the laws of the State of Ohio.

This Note can be prepaid in whole or in part at any time without the consent of the Holder provided that Maker shall pay all accrued interest on the principal so prepaid to date of such prepayment.

This Note is secured by all of the assets of the Maker as set forth in that certain security agreement dated October 31, 2011 between Holder and Maker; **provided, however, the Maker may only take action under such security agreement in the event that this Note is not paid in full on or prior to September 30, 2012.**

The entire unpaid principal balance of this Note and interest accrued with respect thereto shall be immediately due and payable upon the occurrence of any of the following (each, an "Event of Default"):

- a. Application for, or consent to, the appointment of a receiver, trustee or liquidator for Maker or of its property;
- b. Admission in writing of the Maker's inability to pay its debts as they mature;
- c. General assignment by the Maker for the benefit of creditors;
- d. Filing by the Maker of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization, or an arrangement with creditors; or
- e. Entering against the Maker of a court order approving a petition filed against it under the federal bankruptcy laws, which order shall not have been vacated or set aside or otherwise terminated within 60 days.
- f. Default in the payment of the principal or accrued interest on this Note, when and as the same shall become due and payable, whether by acceleration or otherwise;
- g. Default in any covenant or obligation of Maker in favor of Holder arising pursuant to the agreement between Maker and Holder dated as of the date of this Note.

All rights and remedies available to the Holder pursuant to the provisions of applicable law and otherwise are cumulative, not exclusive and enforceable alternatively, successively and/or concurrently after default by Maker pursuant to the provisions of this Note.

The Maker waives demand, presentment, protest and notice of any kind and consents to the extension of time of payments, the release, surrender or substitution of any and all security or guarantees for the obligations evidenced hereby or other indulgence with respect to this Note, all without notice.

This Note may not be changed, modified or terminated orally, but only by an agreement in writing, signed by the party to be charged.

In the event of any litigation with respect to the obligations evidenced by this Note, the Maker waives the right to a trial by jury and all rights of set-off and rights to interpose permissive counterclaims and cross-claims. This Note shall be governed by and construed in accordance with the laws of the State of Ohio and shall be binding upon the successors, endorsees or assigns of the Maker and inure to the benefit of the Holder, its successors, endorsees and assigns.

The Maker hereby irrevocably consents to the jurisdiction of the courts of Hamilton County, in the State of Ohio and the United States District Court for the Southern District of Ohio in connection with any action or proceeding arising out of or relating to this Note. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected thereby.

AMP HOLDING INC

By: /s/ Richard J. Calme

\_\_\_\_\_  
Name: Richard J. Calme

Title: Interim CFO





Exhibit 4.8

**Stephen Burns**  
c/o AMP Holding Inc.  
100 Commerce Boulevard  
Loveland, Ohio 45140

June 5, 2012

**AMP Electric Vehicles Inc.**  
100 Commerce Boulevard  
Loveland, Ohio 45140

Attention: James Taylor, CEO

Re: Promissory Note (the "Note") dated November 30, 2009 in the amount of \$43,000 between Advanced Mechanical Products, Inc. (n/k/a AMP Electric Vehicles Inc.) ("Maker") and Stephen Burns ("Holder")

Dear Mr. Taylor:

Reference is hereby made to the Note. As set forth in the Note, the principal and interest on the outstanding balance was to be paid by Maker to Holder on November 30, 2009. The parties, by executing below, hereby agree that the first paragraph of the Note is hereby amended and restated as follows:

"FOR VALUE RECEIVED, Advanced Mechanical Products, Inc., an Ohio corporation (the "Company"), hereby promises to pay to the order of Stephen S. Burns ("Holder"), the principal amount of FORTY THREE THOUSAND dollars (\$43,000) on the earlier of (i) the closing of any financing by the Company or (ii) September 30, 2012 ("Maturity Date") or earlier as hereinafter provided. Interest on the outstanding principal balance shall be paid at maturity at the rate of three percent (3%) per annum. Accrued interest shall also be payable at such time as any payment of principal of this Note is made. Interest shall be computed on the basis of a 365-day year, using the number of days actually elapsed."

We kindly request that you execute this letter below indicating that you agree with the above amendment.

Sincerely,

/s/ Stephen Burns

Stephen Burns

AGREED AND ACKNOWLEDGED:

Advanced Mechanical Products, Inc. (n/k/a AMP Electric Vehicles Inc.)

By: /s/ Richard J. Calme

Name: Richard J. Calme

Title: Interim CFO

Exhibit 4.9

**Stephen Burns**  
c/o AMP Holding Inc.  
100 Commerce Boulevard  
Loveland, Ohio 45140

June 5, 2012

**AMP Holding Inc.**  
100 Commerce Boulevard  
Loveland, Ohio 45140

Attention: James Taylor, CEO

Re: Promissory Note (the "Note") dated September 30, 2011 in the amount of \$62,000 between AMP Holding Inc. ("Maker") and Stephen Burns ("Holder")

Dear Mr. Taylor:

Reference is hereby made to the Note. As set forth in the Note, the principal and interest on the outstanding balance was to be paid by Maker to Holder on October 31, 2011. The parties, by executing below, hereby agree that the first paragraph of the Note is hereby amended and restated as follows:

"AMP Holding Inc., a Nevada corporation (the "Maker"), for value received, hereby promises to pay to Stephen Burns or registered assigns (the "Holder"), the principal sum of SIXTY-TWO THOUSAND AND 00/XX (\$62,000) Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Maker further promises to pay interest on the unpaid principal balance hereof at the rate of six percent (6%) per annum, principal and interest on the outstanding balance to be paid by September 30, 2012. Interest shall be calculated on the basis of a 360 day year and actual days elapsed. In no event shall the interest charged hereunder exceed the maximum permitted under the laws of the State of Ohio."

We kindly request that you execute this letter below indicating that you agree with the above amendment.

Sincerely,

/s/ Stephen Burns  
Stephen Burns

AGREED AND ACKNOWLEDGED:

AMP Holding Inc.

By:/s/ Richard J. Calme  
Name: Richard J. Calme  
Title: Interim CFO

Exhibit 4.10

**Stephen Burns**  
c/o AMP Holding Inc.  
100 Commerce Boulevard  
Loveland, Ohio 45140

June 5, 2012

**AMP Holding Inc.**  
100 Commerce Boulevard  
Loveland, Ohio 45140

Attention: James Taylor, CEO

Re: Promissory Note (the "Note") dated October 31, 2011 in the amount of \$200,000 between AMP Holding Inc. ("Maker") and Stephen Burns ("Holder")

Dear Mr. Taylor:

Reference is hereby made to the Note. As set forth in the Note, the principal and interest on the outstanding balance was to be paid by Maker to Holder on November 30, 2011. The parties, by executing below, hereby agree that the first paragraph of the Note is hereby amended and restated as follows:

"AMP Holding Inc., a Nevada corporation (the "Maker "), for value received, hereby promises to pay to Stephen Burns or registered assigns (the "Holder"), the principal sum of TWO HUNDRED THOUSAND AND OO/XX (\$200,000) Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Maker further promises to pay interest on the unpaid principal balance hereof at the rate of ten percent (10%) per annum, principal and interest on the outstanding balance to be paid by September 30, 2012 (the "Maturity Date") . Interest shall be calculated on the basis of a 360 day year and actual days elapsed. In no event shall the interest charged hereunder exceed the maximum permitted under the laws of the State of Ohio. In the event that the Maker raises in excess of Five Hundred Thousand (\$500,000) dollars in an equity financing, then the Maker will use part of its proceeds to payoff this note."

We kindly request that you execute this letter below indicating that you agree with the above amendment.

Sincerely,

/s/ Stephen Burns  
Stephen Burns

AGREED AND ACKNOWLEDGED:

AMP Holding Inc.

By: /s/ Richard J. Calme  
Name: Richard J. Calme  
Title: Interim CFO