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

FORM 8-K/A
Amendment No. 2

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): November 9, 2015

WORKHORSE GROUP 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 Drive, 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))
-
-

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

As previously reported on a current report on Form 8-K filed in November 12, 2015 and as amended on December 7, 2015, on November 9, 2015 and December 4, 2015, Workhorse Group Inc. (the "Company"), entered into Securities Purchase Agreements with several accredited investors (the "Investors") providing for the sale by the Company to the Investors of 6% Convertible Promissory Notes in the aggregate amount of \$13,534,426 (the "Notes"). In addition to the Notes, the Investors also received stock purchase warrants (the "Warrants") to acquire an aggregate of 1,366,979 shares of common stock of the Company. The Warrants are exercisable for five years at an exercise price of \$5.28.

On December 16, 2015, the Company and the Investors entered into Amendment No. 1 to the Convertible Promissory Note providing that the Notes mature on the earliest of (i) two years from the date of issuance, (ii) the day immediately prior to the Company's listing of its common stock on The Nasdaq Stock Market or the NYSE MKT (the "Listing") or (iii) a change of control (collectively, the "Maturity Date"). At the option of the Investors, all or a portion of the Notes may be converted into shares of common stock of the Company at \$3.50 per share (the "Offering Price"). The Notes are convertible into shares of common stock of the Company automatically on the Maturity Date at the lowest of the Offering Price, lower of the opening and closing prices of the Company's common stock on the trading immediately prior to the Listing or the price per share paid by public investors in an underwritten public offering conducted in connection with the Listing or the per share consideration paid in a change of control. Attached as Exhibit 99.1 to this Amendment No. 2 to Form 8-K Current Report is a pro-forma balance sheet providing an illustration of the Company following the conversion of the Notes in full and the resulting shareholders' equity of \$9,051,556. There is no guarantee that the Company will be successful in listing on The Nasdaq Stock Market, the NYSE MKT or any other such exchange or that the Notes will be converted as illustrated.

The foregoing information is a summary of each of the agreements involved in the transactions described above, is not complete, and is qualified in its entirety by reference to the full text of those agreements, each of which is attached an exhibit to this Amendment No. 2 to Current Report on Form 8-K. Readers should review those agreements for a complete understanding of the terms and conditions associated with this transaction.

Item 9.01 Financial Statements and Exhibits

Exhibit

No. Description of Exhibit

4.1 Form of Securities Purchase Agreement entered between Workhorse Group Inc. and the Investors (1)

4.2 Form of 6% Convertible Promissory Note issued to the Investors (1)

4.3 Form of Stock Purchase Warrant issued to the Investors (1)

4.4 Form of Amendment No. 1 to the Convertible Promissory Note

99.1 Pro-Forma Balance Sheet

(1) Incorporated by reference to the Form 8-K Current Report filed with the Securities Exchange Commission on November 12, 2015.

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.

WORKHORSE GROUP INC.

Date: December 16, 2015

By: /s/ Julio Rodriguez

Name: Julio Rodriguez

Title: CFO

AMENDMENT NO. 1 TO CONVERTIBLE PROMISSORY NOTE

This Amendment No. 1 to Convertible Promissory Note (“Amendment”) is by and between ____ (the “Holder”) and Workhorse Group Inc. (the “Maker”), effective as of December 16, 2015.

Whereas, reference is hereby made to a certain Convertible Promissory Note, dated December 4, 2015, by and between the Holder and the Maker in the amount of \$ ____ (the “Note”). All capitalized terms used herein and not otherwise defined herein shall have the meanings as set forth in the Note. The Maker and the Holder are amending the terms of the Note;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Holder and the Maker hereby agree as follows:

1. To amend and restate Section 3 of the Note as follows:

Maturity Date. All amounts, including principal and interest, payable hereunder shall be due and payable on the earliest to occur of (i) December 4, 2017 (the “Calendar Due Date”), (ii) the day immediately prior to the listing (the “Listing”) of the Maker’s Common Stock on The Nasdaq Stock Market or NYSE MKT (each, a “National Exchange”), or (iii) a Change of Control (as defined below). Such date shall be referred to herein as the “Maturity Date”.

2. To amend and restate the definition of “Listing Price” as defined in Section 5.1 of the Note as follows:

The “Listing Price” means the lower of the opening and closing prices (as appropriately adjusted to reflect stock dividends, stock splits, combinations, recapitalizations and the like with respect to the Maker’s capital stock after the date hereof) on the day prior to the date that the Maker’s Common Stock is first traded on a National Exchange.

3. No other changes to the Note are made, except as expressly set forth herein.
4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assign, and no other parties shall be a beneficiary hereunder. Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated except by a written instrument signed by the party against whom enforcement the change, waiver, discharge or termination is sought. This Amendment may be signed in counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Signatures delivered by facsimile transmission shall have the same force and effect as original signatures delivered in person.

WORKHORSE GROUP INC.

By: _____
 Name: Julio Rodriguez
 Title: Chief Financial Officer

 Name:

Workhorse Group Inc
Pro-forma Balance Sheet
December 31, 2015

Assets	
Current assets	
Cash and cash equivalent	150,000
Investments	5,475,897
Inventory	2,304,996
Accounts Receivable	-
Prepaid expenses and deposits	1,086,987
Total	<u>9,017,880</u>
Property, plant and equipment, net	4,157,618
	<u><u>13,175,498</u></u>
Liabilities and Stockholders' Equity	
Current liabilities	
Accounts payable	418,255
Accrued Liabilities	924,188
Accounts payable, related parties	-
Notes payable	-
Shareholder advances	-
Credit Line	-
Warranty	9,000
Current portion of long-term debt	2,772,500
Total	<u>4,123,943</u>
Long-term debt	-
Stockholders' equity	
Common Stock	175,990
Additional paid-in capital	33,048,456
New capital	13,534,426
Stock based compensation	6,357,284
Retained earnings	(42,573,696)
Current year earnings	(1,490,904)
Total	<u>9,051,556</u>
	<u><u>13,175,498</u></u>
