
**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 30, 2018

WORKHORSE GROUP INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

000-53704
(Commission File Number)

26-1394771
(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)

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))

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

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

On May 30, 2018, Workhorse Group Inc. (the “Company”) and United Parcel Service, Inc. (“UPS”) entered into an Amended Exhibit A (the “May 2018 UPS Agreement”) to the Vehicle Purchase Agreement dated June 4, 2014 (the “VPA”), which replaced the original Exhibit A to the VPA entered in December 2017 (the “Original Exhibit A”). The Original Exhibit A was non-binding and provided that UPS may purchase up to 1,000 N-GEN all electric package delivery vehicles (“N-GEN”). The May 2018 UPS Agreement is a binding agreement and provided that UPS will purchase 1,000 N-GENs. UPS is initially committed to purchase 50 N-GENs that will be designed and developed with the input from UPS’s automotive engineering team and deployed as a test fleet. The timing of the balance of the 950 N-GENs will be on a timeframe solely determined by UPS, which is entitled to reduce or cancel the order in its sole discretion based on the result of the test fleet.

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 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
10.1	Amended Exhibit A dated May 30, 2018 to the Vehicle Purchase Agreement dated June 4, 2014 *

* Portions of this exhibit have been redacted pursuant to a request for confidential treatment submitted to the Securities and Exchange Commission.

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: May 31, 2018

By: /s/ Paul Gaitan

Name: Paul Gaitan

Title: Chief Financial Officer

AMENDED EXHIBIT A TO VEHICLE PURCHASE AGREEMENT**VEHICLE REQUIREMENTS**

This Amended Exhibit A to the Vehicle Purchase Agreement dated June 4, 2014 (the "Vehicle Purchase Agreement") replaces and supersedes the Exhibit A originally attached to the Vehicle Purchase Agreement. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Vehicle Purchase Agreement.

This Amended Exhibit A serves as a commitment on the part of Buyer to purchase from Seller 1,000 (the "Order") Workhorse Next Generation all-electric package cars (the "Vehicles" or "NGEVs"). The purchase of the Vehicles will be subject to the following terms and conditions:

Phase 1 – Test Fleet

- The Vehicles will be designed and developed with the input from Buyer's Automotive Engineering team; provided that Seller shall be solely responsible and liable for the Vehicles being designed and manufactured in compliance with all applicable laws and regulations.
- Buyer will purchase 50 proto-type NGEVs to be deployed as a test fleet. The NGEVs must pass Buyer's durability testing and all Vehicle Requirements (as mutually developed by the parties and attached hereto as Attachment 1) as part of the test fleet deployment.
- Buyer will deploy the test fleet in a variety of routes and geographic regions and will evaluate under various climate/weather conditions for a time period to be determined by Buyer and at Buyer's sole discretion.
- The price of the 50 NGEV test Vehicles will not exceed \$[**] per Vehicle.

Phase 2 – Full Deployment

- Following Phase 1 testing and deployment, deployment of the balance of the Order will be on a timeframe decided by Buyer at Buyer's sole discretion.
- Buyer will determine, at its sole discretion, the level of success of the 50 Vehicle test.
- Buyer may reduce the quantity of the balance of the Order (or cancel the balance of the Order) depending on the level of success achieved during the phase 1 testing, as determined in Buyer's sole discretion.

Buyer and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to the Buyer Materials, including all intellectual property rights therein. Seller has no right or license to use any Buyer Materials except solely during the term of the Vehicle Purchase Agreement to the extent necessary to provide the services thereunder to Buyer. All other rights in and to the Buyer Materials are expressly reserved by Buyer and its licensors. As used herein, "Buyer Materials" means, collectively, all information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code, and other materials provided to or made available to Seller or otherwise developed, by or on behalf of Buyer hereunder, without Seller's assistance, whether or not the same: (a) are owned by Buyer, a third party, or in the public domain; or (b) qualify for or are protected by any intellectual property.

Seller and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to the Seller Materials, including all intellectual property rights therein. Buyer has no right or license to use any Seller Materials except in connection with Buyer's use, ownership and possession of the Vehicles. All other rights in and to the Seller Materials are expressly reserved by Seller and its licensors. As used herein, "Seller Materials" means, collectively, all information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code, and other materials provided to or made available to Buyer or otherwise developed, by or on behalf of Seller hereunder, without Buyer's assistance, whether or not the same: (a) are owned by Seller, a third party, or in the public domain; or (b) qualify for or are protected by any intellectual property.

** The information omitted is confidential in nature and has been omitted. Workhorse Group Inc. has filed the omitted portion with the Securities and Exchange Commission requesting confidential treatment.

This Exhibit A shall be governed by the terms and conditions of the Vehicle Purchase Agreement, which terms and conditions are incorporated herein by this reference. The Vehicle Purchase Agreement remains in full force and effect, except as amended by this Amended Exhibit A.

ACCEPTED BY:

SELLER:

Workhorse Group Inc.
Formally Known as:
AMP Electric Vehicles, Inc.

By: /s/ Duane Hughes
Name: Duane Hughes
Title: President & COO

May 30, 2018

BUYER:

United Parcel Service, Inc.

By: /s/ Michael S. Whitlatoh
Name: Michael S. Whitlatoh
Title: Vice President

May 22, 2018

Attachment 1

Vehicle Requirements – Specifications

To be developed