

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): November 1, 2019

Bantek, Inc.

(Exact name of registrant as specified in its charter)

Delaware (state or other jurisdiction of incorporation)	000-55789 (Commission File Number)	30-0967943 (IRS Employer Identification Number)
330 Changebridge Road, Pine Brook, NJ 07058 (address of principal executive offices) (zip code)		
(203) 220-2296 (registrant's telephone number, including area code)		
(former name or former address, if changed since last report)		

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	BANT	OTCQB

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 November 1, 2019, Livingston Asset Management, LLC (“Livingston”) and Trillium Partners, LP (“Trillium”) each entered into a Convertible Debt Amendment with Bantek, Inc. (the “Company”) for the purpose of removing the conversion rights and conversion provisions from all promissory notes held by Livingston and Trillium. Schedule A of each such Convertible Debt Amendment lists all of the promissory notes held by Livingston and Trillium, respectively, which are no longer convertible into the Company’s stock.

The foregoing is a summary of the terms of the Convertible Debt Amendments and is qualified in its entirety by the Convertible Debt Amendments attached hereto and incorporated herein as Exhibits 10.1 and 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits: The following exhibits are filed with this report:

Exhibit No.	Description
10.1	Convertible Debt Amendment between Bantek, Inc. and Livingston Asset Management, LLC dated November 1, 2019
10.2	Convertible Debt Amendment between Bantek, Inc. and Trillium Partners, LP dated November 1, 2019

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: November 12, 2019

Bantek, Inc.

By: /s/ Michael Bannon

EX-10.1 2 f8k110119ex10-1_bantekinc.htm CONVERTIBLE DEBT AMENDMENT BETWEEN BANTEK, INC. AND LIVINGSTON ASSET MANAGEMENT, LLC DATED NOVEMBER 1, 2019

Exhibit 10.1

CONVERTIBLE DEBT AMENDMENT

Livingston Asset Management LLC (the “Holder”) is the holder of various outstanding promissory notes (each a “Note and collectively “Notes”) issued by Bantek, Inc. (f.k.a. Drone USA, Inc.) (the “Company”) set forth hereto on Schedule A. The Notes represent all promissory notes and/ or other securities issued by Company to Holder which are convertible or exercisable into shares of the Company’s common stock.

The Holder and the Company now desire to amend the Notes as follows:

All provisions contained in the Notes which establish the right of Holder to convert any portion of the principal and/ or interest of such Notes into shares of the Company’s common stock shall be deleted and have no further effect. To the extent Holder has submitted a conversion notice to the Company in respect of any Note which remains pending as of the date of this Amendment, such conversion notice shall no longer be valid, and the Company shall have no further obligation to honor any pending conversion notice in respect of such Note. This Amendment shall be absolute and shall not be waivable in the future by the parties.

Notwithstanding the above, all other terms and provisions of the Notes shall remain in full force and effect. Nothing in this Amendment shall be construed to relieve the Company of its absolute obligation to pay Holder the principal amount plus accrued interest set forth in the Notes according to their terms. This Agreement shall be construed as to validity and performance, and shall be enforced in accordance with and governed by the laws of the jurisdiction as set forth in the Notes.

Dated: November 1, 2019

Livingston Asset Management LLC

Bantek, Inc. (f.k.a. Drone USA, Inc.)

By: _____
 Title: Mgr

By: _____
 Title: CEO

SCHEDULE A
 PROMISSORY NOTES

Issuance Date	Principal Amount	Interest Rate
12/1/18	\$ 10,375	10%
1/1/19	\$ 12,500	10%
2/1/19	\$ 12,500	10%
3/1/19	\$ 12,500	10%
4/1/19	\$ 12,500	10%
5/1/19	\$ 12,500	10%
6/1/19	\$ 12,500	10%
9/30/19	\$ 51,000	10%
9/30/19	\$ 17,000	10%
10/29/19	\$ 17,000	10%

EX-10.2 3 f8k110119ex10-2_bantekinc.htm CONVERTIBLE DEBT AMENDMENT BETWEEN BANTEK, INC. AND TRILLIUM PARTNERS, LP DATED NOVEMBER 1, 2019

Exhibit 10.2

CONVERTIBLE DEBT AMENDMENT

Trillium Partners LP(the “Holder”) is the holder of various outstanding promissory notes (each a “Note and collectively “Notes”) issued by Bantek, Inc. (f.k.a. Drone USA, Inc.) (the “Company”) set forth hereto on Schedule A. The Notes represent all promissory notes and/ or other securities issued by Company to Holder which are convertible or exercisable into shares of the Company’s common stock.

The Holder and the Company now desire to amend the Notes as follows:

All provisions contained in the Notes which establish the right of Holder to convert any portion of the principal and/ or interest of such Notes into shares of the Company’s common stock shall be deleted and have no further effect. To the extent Holder has submitted a conversion notice to the Company in respect of any Note which remains pending as of the date of this Amendment, such conversion notice shall no longer be valid, and the Company shall have no further obligation to honor any pending conversion notice in respect of such Note. This Amendment shall be absolute and shall not be waivable in the future by the parties.

Notwithstanding the above, all other terms and provisions of the Notes shall remain in full force and effect. Nothing in this Amendment shall be construed to relieve the Company of its absolute obligation to pay Holder the principal amount plus accrued interest set forth in the Notes according to their terms. This Agreement shall be construed as to validity and performance, and shall be enforced in accordance with and governed by the laws of the jurisdiction as set forth in the Notes.

By: _____
Title: Mgr of GP

By: _____
Title: CEO

SCHEDULE A
PROMISSORY NOTES

<u>Issuance Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
6/20/19	\$ 6,000	12%
7/12/19	\$ 10,000	10%

