

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): April 3, 2013

Solitron Devices, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-04978

(Commission File Number)

22-1684144

(IRS Employer Identification No.)

3301 Electronics Way, West Palm Beach, Florida

(Address of Principal Executive Offices)

33407

(Zip Code)

(561) 848-4311

(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))

Item 1.01. Entry into a Material Definitive Agreement.

On April 3, 2013, Solitron Devices, Inc. (the "Company") entered into a Settlement Agreement (the "Agreement") with the City of Riviera Beach (the "City"). In connection with the Company's bankruptcy, in the early 1990s, the United States Bankruptcy Court for the Southern District of Florida approved a payment by the Company to the City in the aggregate of \$204,166.67 to be paid in quarterly payments of \$1,046.49 (the "Installment Payment Obligation"). The Company began making the quarterly payments on June 30, 1995. As of the date of the Agreement, the Company's outstanding balance on the Installment Payment Obligation was \$133,599.88.

Pursuant to the Agreement, the Company has paid the City a lump sum payment of \$82,000 in full and final satisfaction of the Installment Payment Obligation.

The foregoing summary is qualified in its entirety by reference to the Agreement, a copy of which is filed herewith as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Settlement Agreement, dated April 3, 2013, by and between the City of Riviera Beach and Solitron Devices, Inc. |

SIGNATURE

Pursuant to the requirement 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.

April 9, 2013

SOLITRON DEVICES, INC.

/s/ Shevach Saraf
Shevach Saraf
Chairman, Chief Executive Officer,
President, Chief Financial Officer
& Treasurer

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Settlement Agreement, dated April 3, 2013, by and between the City of Riviera Beach and Solitron Devices, Inc. |

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of the 3rd day of April, 2013, by and between the CITY OF RIVIERA BEACH, a municipality in Palm Beach County, Florida (the "City") and SOLITRON DEVICES, INC., a Florida corporation ("Solitron").

WITNESSETH:

WHEREAS, in the early 1990s Solitron filed for reorganization in the Bankruptcy Court for the Southern District of Florida (Case No. 92-30190-BKC-RAM) and the Court approved a payment to the City in the aggregate amount of \$204,166.67 to be paid in quarterly payments of \$1,046.49 (the "Installment Payment Obligation"); and

WHEREAS, the first payment was made on June 30, 1995 and quarterly payments have been made since leaving an outstanding balance of \$133,599.88; and

WHEREAS, the parties have agreed that in consideration of a lump sum payment of \$82,000, the Installment Payment Obligation will be terminated and shall be deemed fully satisfied upon the terms and conditions provided below.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties agree as follows:

1. Termination of Installment Payments. In consideration of the payment of the lump sum provided in paragraph 2, the Installment Payment Obligation shall be terminated and deemed fully satisfied.

2. Payment. Upon execution of this Agreement, Solitron shall pay in full to the City the sum of \$82,000.

3. Due Authorization and Enforceability. Each party represents and warrants to the other that this Agreement has been duly and validly authorized and constitutes the legal, valid and binding obligation of the parties enforceable against it by the other party.

4. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida. Any action brought by either party against the other arising out of this Agreement shall be brought only in the state court in Palm Beach County, State of Florida.

b. Entire Agreement. This Agreement contains all of the terms, promises, covenants and conditions made by or entered into by and between the parties with regard to the subject matter hereof and supercedes all prior discussions and agreements with regard thereto, whether written or oral.

c. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Solitron have caused this Agreement to be executed on the proper authority as of the date first above written.

CITY OF RIVIERA BEACH

SOLITRON DEVICES, INC

/s/ Thomas A. Masters
Thomas A. Masters
Mayor

/s/ Shevach Saraf
Shevach Saraf
Chairman and President

ATTEST:

/s/ Carrie E. Ward, MMC
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

/s/ Pamala H. Ryan
Pamala H. Ryan
City Attorney
DATE: 4/3/13