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- “Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 DFR 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On August 4, 2016, the Board of Directors of Optex Systems Holdings, Inc. (the “Company”) approved an employment agreement for Karen Hawkins, Chief Financial Officer, dated as of August 1, 2016 (“Agreement”). The Agreement has the following salient terms:

The term of the Agreement commenced on August 1, 2016 and expires on January 31, 2018 and automatically renews for subsequent 18 month period unless Ms. Hawkins or the Company gives notice of termination at least 90 days before the end of the term then in effect.

The base salary thereunder is \$178,496, and Ms. Hawkins is entitled to annual bonuses of up to 30% of her base salary as approved by the Board.

Ms. Hawkins is entitled to 15 days’ vacation and all other benefits accorded to other senior executives of the Company.

The employment agreement events of termination consist of: (i) death of Ms. Hawkins; (ii) termination by us for cause (including conviction of a felony, commission of fraudulent acts, willful misconduct by Ms. Hawkins, continued failure to perform duties after written notice, violation of securities laws and breach of the employment agreement), (iii) termination without cause by us and (iv) termination by Ms. Hawkins for good reason (including breach by us of its obligations under the agreement, the requirement for Ms. Hawkins to move more than 100 miles away for his employment without consent, and merger or consolidation that results in more than 66% of the combined voting power of the then outstanding securities of us or our successor changing ownership or a sale of all or substantially all of our assets, without the surviving entity assuming the obligations under the agreement). For a termination by us for cause or upon death of Ms. Hawkins, Ms. Hawkins shall be paid salary and bonus earned through the date of termination. For a termination by us without cause or by Ms. Hawkins with good reason, Ms. Hawkins shall also be paid six months’ base salary in effect and all granted stock options shall remain exercisable for a period of two years after such termination, with all unvested stock options immediately vesting. The agreement contains a standard non-solicitation and non-compete agreement that extends for one year subsequent to termination thereof.

The preceding description of the Employment Agreement is a summary of its material terms, does not purport to be complete, and is qualified in its entirety by reference to the Employment Agreement, a copy of which is being filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**ITEM 8.01 Other Information**

On August 5, 2016, the Company was made aware of two third party disclosures about the Company: one by a source named MJ Capital and another by a source named Online Media Group. The Company disclaims any advance notice of or involvement in either release, either directly or indirectly (including through its investor relations firm, IRTH Communications).

**ITEM 9.01 Exhibit**

99.1 Employment Agreement between the Company and Karen Hawkins, dated as of August 1, 2016

**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.

Optex Systems Holdings, Inc.  
(Registrant)

By: /s/ Karen Hawkins  
Karen Hawkins  
Title: Chief Financial  
Officer

Date: August 10, 2016