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**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) March 27, 2020

**PERMA-FIX ENVIRONMENTAL SERVICES, INC.**

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>1-11596</u> (Commission File Number)	<u>58-1954497</u> (IRS Employer Identification No.)
<u>8302 Dunwoody Place, Suite 250, Atlanta, Georgia</u> (Address of principal executive offices)		<u>30350</u> (Zip Code)

Registrant's telephone number, including area code: (770) 587-9898

Not applicable

(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:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

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

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, Par Value, \$.001 Per Share	PESI	NASDAQ Capital Markets
Preferred Stock Purchase Rights		NASDAQ Capital Markets

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

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Section 1 – Registrant’s Business and Operations

Item 1.01 – Entry into a Material Definitive Agreement

On March 27, 2020, Perma-Fix Environmental Services, Inc.’s (the “Company”) Compensation and Stock Option Committee and the Board of Director approved an amendment which revised certain terms (as described below) of the Nonqualified Stock Option (“NQSO”) Agreement dated July 27, 2017 (“Stock Option Agreement”) entered into between the Company and Mr. Robert L. Ferguson in connection with Mr. Ferguson’s consulting work under the Test Bed Initiatives for the Company’s subsidiary, Perma-Fix Northwest Richland, Inc. (“PFNWR”). Pursuant to the Stock Option Agreement, Mr. Ferguson was granted a NQSO from the Company’s 2017 Stock Option Plan for the purchase of up to 100,000 shares of the Company Common Stock at an exercise price of \$3.65 a share, which was the fair market value of the Company’s Common Stock on the date of grant of July 27, 2017 (“Ferguson Stock Option”). The vesting of the Ferguson Stock Option is subject to the achievement of the following milestones (“waste” as noted below is defined as liquid LAW (“low activity waste”) and/or liquid TRU (“transuranic waste”)):

- Upon treatment and disposal of three gallons of waste at the PFNWR facility on or before January 27, 2018, 10,000 shares of the Ferguson Stock Option shall become exercisable;
- Upon treatment and disposal of 2,000 gallons of waste at the PFNWR facility on or before January 27, 2019, 30,000 shares of the Ferguson Stock Option shall become exercisable; and
- Upon treatment and disposal of 50,000 gallons of waste at the PFNWR facility and assistance, on terms satisfactory to the Company, in preparing certain justifications of cost and pricing data for the waste and obtaining a long-term commercial contract relating to the treatment, storage and disposal of waste on or before January 27, 2021, 60,000 shares of the Ferguson Stock Option shall become exercisable.

The term of the Ferguson Stock Option is seven (7) years from the grant date. Each of the milestones is exclusive of each other; therefore, achievement of any of the milestones above by Robert Ferguson by the designated date will provide Robert Ferguson the right to exercise the number of options in accordance with the milestone attained. On January 17, 2019, the Ferguson Stock Option was amended whereby the vesting date of the Ferguson Stock Option for the second milestone as discussed above was amended from “on or before January 27, 2019” to “on or before March 31, 2020.”

On March 27, 2020, the vesting date of the Ferguson Stock Option for the second milestone was further amended from “on or before March 31, 2020” to “on or before December 31, 2021.” Additionally, the vesting date of the Ferguson Stock Option for the third milestone as discussed above was amended from “on or before January 27, 2021” to “on or before December 31, 2022.”

All other terms of the Ferguson Stock Option remain unchanged.

On May 1, 2018, Robert Ferguson exercised the 10,000 options which became vested by Mr. Ferguson in December 2017 in connection with his attainment of the first milestone.

Section 9 – Financial Statements and Exhibits

Item 9.01 – Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
99.1	<a href="#"><u>Stock Option Agreement dated July 27, 2017 between Perma-Fix Environmental Services, Inc. and Mr. Robert L. Ferguson, as incorporated by reference from Exhibit 10.6 to the Company’s third quarter Form 10-Q filed on August 9, 2017.</u></a>
99.2	<a href="#"><u>First Amendment to Stock Option Agreement dated July 27, 2017 between Perma-Fix Environmental Services, Inc. and Mr. Robert L. Ferguson, as incorporated by reference from Exhibit 10.23 to the Company’s 2018 Form 10-K filed on April 1, 2019.</u></a>
99.3	<a href="#"><u>Second Amendment to Stock Option Agreement dated July 27, 2017 between Perma-Fix Environmental Services, Inc. and Mr. Robert L. Ferguson.</u></a>

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

By: /s/ Ben Naccarato

Ben Naccarato  
Vice President, Chief Financial Officer  
and Chief Accounting Officer

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Dated: March 31, 2020

SECOND AMENDMENT

to

**2017 STOCK OPTION PLAN NONQUALIFIED STOCK OPTION AGREEMENT DATED JULY 27, 2017, BY AND BETWEEN PERMA-FIX ENVIRONMENTAL SERVICES, INC. AND ROBERT FERGUSON (“PARTICIPANT”)**  
**(“2017 NONQUALIFIED STOCK OPTION AGREEMENT”)**

WHEREAS, on July 27, 2017, Robert Ferguson (the “Participant”) and Perma-Fix Environmental Services, Inc. (the “Company”) entered into the 2017 Nonqualified Stock Option Agreement.

WHEREAS, Section 4 of the 2017 Nonqualified Stock Option Agreement provides that the exercise of a certain number of options is subject to attainment of the following goals: (a) Upon treatment and disposal of three (3) gallons of waste at the Company’s PFNWR facility on or before January 27, 2018, 10,000 shares of the Options shall become exercisable; (b) Upon treatment and disposal of two thousand (2,000) gallons of waste at the Company’s PFNWR facility on or before January 27, 2019, 30,000 shares of the Option shall become exercisable; and (c) Upon treatment and disposal of fifty thousand (50,000) gallons of waste at the Company’s PFNWR facility and assistance, on terms satisfactory to the Company, in preparing appropriate justifications of cost and pricing date for the waste, and obtaining a long-term commercial contract relating to the treatment, storage and disposal of waste on or before January 27, 2021, sixty thousand (60,000) shares of the Option shall become exercisable;

WHEREAS, a First Amendment to the 2017 Nonqualified Stock Option Agreement (the “First Amendment”) was approved by the Compensation and Stock Option Committee (“the Compensation Committee”) and the Board of Directors (the “Board”) of the Company on January 17, 2019, amending the date as noted for goal in letter “(b)” in Section 4 of the 2017 Nonqualified Stock Option Agreement as below:

NOW, THEREFORE, the 2017 Nonqualified Stock Option Agreement is hereby amended as follows:

1. Amendment to Section 4. “The Goals. The exercise of the Options is subject to attainment of the following goals:”

Section 4.

Letter (b) of the 2017 Nonqualified Stock Option Agreement is hereby amended by deleting the words “January 27, 2019” and substituting in lieu thereof the words “March 31, 2020.”

2. Amendment to the “Cover Page” of the 2017 Nonqualified Stock Option Agreement:

“01/27/2019” under the “Exercise Dates” is hereby amended and replaced with “03/31/2020.”

WHEREAS, this Second Amendment to the 2017 Nonqualified Stock Option Agreement (the “Second Amendment”) was approved by the Compensation Committee and the Board of the Company on March 27, 2020 further amending the date as defined for goal in letter “(b)” of the First Amendment to the 2017 Nonqualified Stock Option Agreement and amends the date as defined for goal in letter “(c)” in Section 4 of the 2017 Nonqualified Stock Option Agreement as below:

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NOW, THEREFORE, pursuant to the First Amendment and this Second Amendment to the 2017 Nonqualified Stock Option Agreement, the 2017 Nonqualified Stock Option Agreement is hereby amended and shall read as follows:

1. Amendment to Section 4. "The Goals. The exercise of the Options is subject to attainment of the following goals:"

Section 4.

Letter (b) of the 2017 Nonqualified Stock Option Agreement is hereby amended by deleting the words "January 27, 2019" and substituting in lieu thereof the words "December 31, 2021."

Letter (c) of the 2017 Nonqualified Stock Option Agreement is hereby amended by deleting the words "January 27, 2021" and substituting in lieu thereof the words "December 31, 2022."

3. Amendment to the "Cover Page" of the 2017 Nonqualified Stock Option Agreement:

"01/27/2019" under the "Exercise Dates" is hereby amended and replaced with "12/31/2021."

"01/27/2021" under the "Exercise Dates" is hereby amended and replaced with "12/31/2022."

The 2017 Nonqualified Stock Option Agreement is hereby amended and modified by the First Amendment and this Second Amendment only to the extent specifically amended or modified by the First and Second Amendments. None of the other terms, conditions or provisions of the 2017 Nonqualified Stock Option Agreement is amended or modified by the First and Second Amendments.

The "Company"

PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation

By: /s/ Ben Naccarato

Name: Ben Naccarato

Title: CFO

Dated: 3/30/2020

The "Participant"

By: /s/ Robert Ferguson

Name: Robert Ferguson

Dated: 3/30/20

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