

**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) January 23, 2025

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

(Exact name of registrant as specified in its charter)

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

Title of Each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, Par Value, \$.001 Per Share	PESI	Nasdaq Capital Market

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 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Principal Officers.

Appointment of Chief Operating Officer (“COO”)

On January 23, 2025, the Board of Directors (the “Board”) of Perma-Fix Environmental Services, Inc. (“Perma-Fix” or the “Company”) approved the appointment of Mr. Troy Eshleman (age 55) as the Company’s Chief Operating Officer (“COO”), at an annual salary of \$320,000. Mr. Troy Eshleman was originally hired by the Company on January 6, 2025 as Vice President of Operations.

Mr. Eshleman has more than 34 years’ experience in radioactive waste management facility operations, environmental remediation, hazardous and radioactive material logistics, and facility decommissioning. Mr. Eshleman specializes in commissioning commercially viable solutions to radioactive waste challenges and improving facility operational performance. Prior to joining Perma-Fix, Mr. Eshleman founded in 2019 and served until 2024 as the President of Oakleaf Environmental, Inc., a consulting firm specializing in mergers and acquisition, business strategy and integration, and technical support to a variety of private equity and commercial clients, as well as the U.S Department of Energy, and Naval Reactors, the U.S. government office that has comprehensive responsibility for the safe and reliable operation of the United States Navy’s nuclear reactors. Mr. Eshleman was previously employed by EnergySolutions, Inc., a privately-held nuclear services company that is one of the largest processors of low level radioactive waste (LLW) in America, and its predecessor companies for 27 years in a variety of positions of increasing responsibility focused on the leadership of North American waste processing facility operations, nuclear power plant decommissioning, logistics, international project management, and business development roles, including as Senior Vice-President of Corporate Business Development and Strategy, Senior Vice President of Commercial Waste Processing, Senior Vice-President of Global Logistics, Senior Vice-President of Decommissioning Operations, and Senior Vice-President of EnergySolutions Italia S.r.L. Mr. Eshleman holds a B.S. in Civil Engineering Technology from the University of Pittsburgh.

In connection with the Board’s appointment of Mr. Eshleman to the position of COO, the Compensation and Stock Option Committee (the “Compensation Committee”) recommended, and the Board approved, the grant to Mr. Eshleman of an incentive stock option (“ISO”) for the purchase, under the Company’s 2017 Stock Option

Plan, of up to 50,000 shares of the Company's common stock, par value \$0.001 (the "Common Stock"). The ISO has a term of six years, and vests 20% per year over a five-year period commencing on the first anniversary date of grant. The exercise price of the ISO is \$10.70 per share, which is equal to the closing price as quoted on Nasdaq of the Company's Common Stock on the date of grant.

The Incentive Stock Option Agreement is attached to this Report as Exhibits 99.6 and is incorporated herein by reference.

There are no transactions involving Mr. Eshleman and the Company required to be reported under Item 404(a) of Regulation S-K.

Appointment of Richard Grondin as Executive Vice President ("EVP") of Hanford and International Waste Operations

On January 23, 2025, the Board appointed Mr. Richard Grondin as the Company's EVP of Hanford and International Waste Operations, at an annual salary of \$315,267. Prior to his appointment to such office, Mr. Grondin previously served as the Company's EVP of Waste Treatment Operations. Mr. Grondin remains a named executive officer of the Company. Mr. Grondin remains subject to an employment agreement dated April 20, 2023, the terms of which have been amended in a memorandum solely to the extent described above, which memorandum is attached to this Report as Exhibit 99.7 and incorporated herein by reference.

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Management Incentive Plans ("MIPs")

On January 23, 2025, upon the recommendation of the Compensation Committee, the Company's Board of Directors approved, with Mark Duff and Dr. Louis Centofanti abstaining, individual MIPs for the calendar year 2025 for the following executive officers: Mark Duff, Chief Executive Officer (the "CEO"); Ben Naccarato, EVP and Chief Financial Officer ("CFO"); Dr. Louis Centofanti, EVP of Strategic Initiatives; Richard Grondin, EVP of Hanford and International Waste Operations; and Troy Eshleman, COO (all of such individuals collectively, the "Executive Officers"). Each of the MIPs is effective January 1, 2025 and applicable for the 2025 calendar year. Each MIP provides guidelines for the calculation of annual cash incentive-based compensation, subject to Compensation Committee oversight and modification.

The performance compensation under the MIP for each Executive Officer is based upon meeting certain separate target objectives during 2025 as described in the separate MIPs for each of the Executive Officers, attached to this Report as Exhibits 99.1 to 99.5, and incorporated herein by reference.

All of the 2025 MIPs include revenue and EBITDA (earnings before interest, taxes, depreciation and amortization) targets, which in the Compensation Committee's expectation for performance would warrant payment of an incentive cash compensation. EBITDA is a non-GAAP (accounting principles generally accepted in the United States of America) measure. In formulating such targets, the Compensation Committee and the Board considered 2024 results, the Board-approved budget for 2025, economic conditions, and forecasts for 2025 government spending. Other performance criteria for all Executive Officers other than the EVP and Chief Financial Officer and EVP of Strategic Initiatives, include health, safety, and compliance statistics, as well as permit and license violations. In addition to performance targets for revenue and EBITDA, the 2025 MIP for the EVP and CFO includes a performance incentive for meeting regulatory filings deadlines for Form 10-Ks, Form 10-Qs and Form 8-Ks as required by the Securities and Exchange Commission, while the 2025 MIP for the EVP of Strategic Initiatives includes a performance incentive for meeting a deadline for the expected fabrication and startup of the Company's second generation treatment unit for PFAS (Per- and polyfluoroalkyl substances) waste.

Total potential target performance compensation is determined based on the percentage of the target achieved. The total potential target performance compensation payable ranges from 25% to 150% of the 2025 base salary for the CEO (\$104,287 to \$625,733), 29% to 100% of the 2025 base salary for the CFO (\$95,681 to \$332,811), 29% to 100% of the 2025 base salary for the EVP of Strategic Initiatives (\$79,736 to \$277,346), 25% to 100% (\$78,817 to \$315,267) of the 2025 base salary for the EVP of Hanford and International Waste Operations, and 25% to 100% of the 2025 base salary for the COO (\$80,000 to \$320,000).

Performance compensation amounts under the 2025 MIPs are to be paid on or about 90 days after year-end, or sooner, based on finalization of the Company's 2025 audited financial statements.

The Compensation Committee retains the right to modify, change or terminate each MIP and may adjust the various target amounts described above, at any time and for any reason.

The total to be paid to the Executive Officers under the MIPs, in the aggregate, may not exceed 50% of the Company's pre-tax net income prior to the calculation of performance compensation. Additionally, no performance incentive compensation will be payable for any of the performance targets unless a minimum of 75% of the EBITDA Target is achieved.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
99.1	<u>2025 Management Incentive Plan for Chief Executive Officer, approved January 23, 2025, but effective January 1, 2025.</u>
99.2	<u>2025 Management Incentive Plan for Chief Financial Officer, approved January 23, 2025, but effective January 1, 2025.</u>
99.3	<u>2025 Management Incentive Plan for EVP of Strategic Initiatives, approved January 23, 2025, but effective January 1, 2025.</u>
99.4	<u>2025 Management Incentive Plan for EVP of Hanford and Waste Operations, approved January 23, 2025, but effective January 1, 2025.</u>
99.5	<u>2025 Management Incentive Plan for Chief Operating Officer, approved January 23, 2025, but effective January 1, 2025.</u>
99.6	<u>Incentive Stock Option Agreement between Perma-Fix Environmental Services, Inc. and Chief Operating Officer, dated January 23, 2025.</u>
99.7	<u>Memorandum amending Employment Agreement dated April 20, 2023, for EVP of Waste Treatment Operations.</u>

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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.

Dated: January 29, 2025

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

By: /s/ Ben Naccarato
Ben Naccarato
Executive Vice President and
Chief Financial Officer

***CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN EXCLUDED FROM THIS PUBLIC FILING BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED**

CHIEF EXECUTIVE OFFICER AND PRESIDENT

Effective: January 1, 2025

CEO 2025 MIP

CHIEF EXECUTIVE OFFICER AND PRESIDENT

PURPOSE: To define the compensation plan for the Chief Executive Officer (“CEO”) and President.

SCOPE: Perma-Fix Environmental Services, Inc.

POLICY: The Compensation Plan is designed to retain, motivate and reward the incumbent to support and achieve the business, operating and financial objectives of Perma-Fix Environmental Services, Inc. (the “Company”).

BASE SALARY: The Base Salary indicated below is paid in equal periodic installments per the regularly scheduled payroll.

PERFORMANCE INCENTIVE COMPENSATION: Performance Incentive Compensation is available based on the Company’s financial results noted in the CEO MIP MATRIX below. Effective date of plan is January 1, 2025 and incentive will be for entire year of 2025. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company’s audited financial statements for 2025.

ACKNOWLEDGEMENT: Payment of Performance Incentive Compensation of any type will be forfeited, unless the Human Resources Department has received a signed acknowledgement of receipt of the Compensation Plan prior to the applicable payment date.

The executive officer agrees and acknowledges that the executive officer is fully bound by, and subject to, all of the terms and conditions of the Company’s Clawback Policy (as may be amended, restated, supplemented for otherwise modified from time to time).

INTERPRETATIONS: The Compensation Committee of the Board of Directors retains the right to modify, change or terminate the Compensation Plan at any time and for any reason. It also reserves the right to determine the final interpretation of any provision contained in the Compensation Plan and it reserves the right to modify or change the Revenue and EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company. While the plan is intended to represent all situations and circumstances, some issues may not easily be addressed. The Compensation Committee will endeavor to review all standard and non-standard issues related to the Compensation Plan and will provide quick interpretations that are in the best interest of the Company, its shareholders and the incumbent.

CEO 2025 MIP

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CHIEF EXECUTIVE OFFICER AND PRESIDENT

Base Pay and Performance Incentive Compensation Targets

The compensation for the below named individual as follows:

Annualized Base Pay:	\$	417,155
Performance Incentive Compensation Target (at 100% of Plan):	\$	208,578
Total Annual Target Compensation (at 100% of Plan):	\$	625,733

The Performance Incentive Compensation Paid is based on the CEO MIP MATRIX below.

Perma-Fix Environmental Services, Inc.
2025 Management Incentive Plan
CEO MIP MATRIX

Target Objectives	Performance Target Achieved				
	75%-89%	90%-110%	111%-129%	130%-150%	>150%
Revenue	\$ 10,429	\$ 20,858	\$ 35,756	\$ 50,655	\$ 80,451
EBITDA	62,572	125,146	214,537	303,927	482,708
Health & Safety	15,643	31,287	31,287	31,287	31,287
Permit & License Violations	15,643	31,287	31,287	31,287	31,287
	<u>\$ 104,287</u>	<u>\$ 208,578</u>	<u>\$ 312,867</u>	<u>\$ 417,156</u>	<u>\$ 625,733</u>

- Revenue is defined as the total consolidated third-party top line revenue as publicly reported in the Company’s 2025 financial statements. The percentage achieved is determined by comparing the actual consolidated revenue for 2025 to the Board approved Revenue Target for 2025, which is \$[***]. The Board reserves the right to modify or change the Revenue Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.
- EBITDA is defined as earnings before interest, taxes, depreciation, and amortization from continuing and discontinued operations. The percentage achieved is determined by comparing the actual EBITDA to the Board approved EBITDA Target for 2025, which is \$ [***]. The Board reserves the right to modify or change the EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.

- 3) The Health and Safety Incentive Target is based upon the actual number of Worker's Compensation Lost Time Accidents, as provided by the Company's Worker's Compensation carrier. The Corporate Controller will submit a report on a quarterly basis documenting and confirming the number of Worker's Compensation Lost Time Accidents, supported by the Worker's Compensation Loss Report provided by the company's carrier or broker. Such claims will be identified on the loss report as "indemnity claims." The following number of Worker's Compensation Lost Time Accidents and corresponding Performance Target Thresholds has been established for the annual Incentive Compensation Plan calculation for 2025.

Work Comp. Claim Number	-	Performance Target Achieved
3		75%-89%
2		90%-110%
1		111%-129%
1		130%-150%
1		>150%

CEO 2025 MIP

- 4) Permits or License Violations incentive is earned/determined according to the scale set forth below: An "official notice of non-compliance" is defined as an official communication during 2025 from a local, state, or federal regulatory authority alleging one or more violations of an otherwise applicable Environmental, Health or Safety requirement or permit provision, which results in a facility's implementation of corrective action(s) which includes a material financial obligation, as determined by the Company's Board of Directors in their sole discretion, to the Company.

Permit and License Violations	-	Performance Target Achieved
3		75%-89%
2		90%-110%
1		111%-129%
1		130%-150%
1		>150%

- 5) No performance incentive compensation will be payable for achieving the health and safety, permit and license violation, and revenue targets unless a minimum of 75% of the EBITDA Target is achieved.

Performance Incentive Compensation Payment

Effective date of plan is January 1, 2025 and incentive will be for entire year. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company's audited financial statements for 2025.

In no event will Performance Incentive Compensation paid to all Executive Officers as a group exceed 50% of Pretax Net Income computed prior to the calculation of bonus expense. If applicable, Incentive Compensation payments will be reduced on a pro-rata basis, so not to exceed 50% of Pretax Net Income.

ACKNOWLEDGMENT:

I acknowledge receipt of the aforementioned Chief Executive Officer and President 2025 - Compensation Plan. I have read and understand and accept employment under the terms and conditions set forth therein.

/s/ Mark Duff
Mark Duff

1/27/2025
Date

/s/ Larry Shelton
Board of Directors

1/27/2025
Date

CEO 2025 MIP

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EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

Effective: January 1, 2025

CFO 2025 MIP

EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

PURPOSE: To define the compensation plan for the Chief Financial Officer (“CFO”).

SCOPE: Perma-Fix Environmental Services, Inc.

POLICY: The Compensation Plan is designed to retain, motivate and reward the incumbent to support and achieve the business, operating and financial objectives of Perma-Fix Environmental Services, Inc. (the “Company”).

BASE SALARY: The Base Salary indicated below is paid in equal periodic installments per the regularly scheduled payroll.

PERFORMANCE INCENTIVE COMPENSATION: Performance Incentive Compensation is available based on the Company’s financial results noted in the CFO MIP MATRIX below. Effective date of plan is January 1, 2025 and incentive will be for entire year of 2025. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company’s audited financial statements for 2025.

ACKNOWLEDGEMENT: Payment of Performance Incentive Compensation of any type will be forfeited, unless the Human Resources Department has received a signed acknowledgement of receipt of the Compensation Plan prior to the applicable payment date.

The executive officer agrees and acknowledges that the executive officer is fully bound by, and subject to, all of the terms and conditions of the Company’s Clawback Policy (as may be amended, restated, supplemented for otherwise modified from time to time).

INTERPRETATIONS: The Compensation Committee of the Board of Directors retains the right to modify, change or terminate the Compensation Plan at any time and for any reason. It also reserves the right to determine the final interpretation of any provision contained in the Compensation Plan and it reserves the right to modify or change the Revenue and EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company. While the plan is intended to represent all situations and circumstances, some issues may not easily be addressed. The Compensation Committee will endeavor to review all standard and non-standard issues related to the Compensation Plan and will provide quick interpretations that are in the best interest of the Company, its shareholders and the incumbent.

CFO 2025 MIP

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EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

Base Pay and Performance Incentive Compensation Targets

The compensation for the below named individual as follows:

Annualized Base Pay:	\$	332,811
Performance Incentive Compensation Target (at 100% of Plan):	\$	166,406
Total Annual Target Compensation (at 100% of Plan):	\$	499,217

The Performance Incentive Compensation Paid is based on the CFO MIP MATRIX below.

Perma-Fix Environmental Services, Inc.
2025 Management Incentive Plan
CFO MIP MATRIX

Target Objectives	Performance Target Achieved				
	75%-89%	90%-110%	111%-129%	130%-150%	>150%
Revenue	\$ 8,320	\$ 16,641	\$ 27,338	\$ 36,847	\$ 43,979
EBITDA	62,401	124,805	164,029	221,082	263,872
	70,721	141,446	191,367	257,929	307,851
	24,960	24,960	24,960	24,960	24,960
Regulatory Filing	24,960	24,960	24,960	24,960	24,960
	\$ 95,681	\$ 166,406	\$ 216,327	\$ 282,889	\$ 332,811

- 1) Revenue is defined as the total consolidated third-party top line revenue as publicly reported in the Company’s 2025 financial statements. The percentage achieved is determined by comparing the actual consolidated revenue for 2025 to the Board approved Revenue Target for 2025, which is \$[***]. The Board reserves the right to modify or change the Revenue Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.

- 2) EBITDA is defined as earnings before interest, taxes, depreciation, and amortization from continuing and discontinued operations. The percentage achieved is determined by comparing the actual EBITDA to the Board approved EBITDA Target for 2025, which is \$ [***]. The Board reserves the right to modify or change the EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.
- 3) Regulatory Filing Incentive Target is based on meeting all deadlines (including allowable extension granted by the SEC) for the Form 10-K, Form 10-Q and 8-Ks required by SEC (Securities and Exchange Commission).
- 4) No performance incentive compensation will be payable for achieving the Regulatory Filing and revenue targets unless a minimum of 75% of the EBITDA Target is achieved.

CFO 2025 MIP

Performance Incentive Compensation Payment

Effective date of plan is January 1, 2025 and incentive will be for entire year. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company's audited financial statements for 2025.

In no event will Performance Incentive Compensation paid to all Executive Officers as a group exceed 50% of Pretax Net Income computed prior to the calculation of bonus expense. If applicable, Incentive Compensation payments will be reduced on a pro-rata basis, so not to exceed 50% of Pretax Net Income.

ACKNOWLEDGMENT:

I acknowledge receipt of the aforementioned Chief Financial Officer 2025 - Compensation Plan. I have read and understand and accept employment under the terms and conditions set forth therein.

/s/ Ben Naccarato
Ben Naccarato

1-27-2025
Date

/s/ Larry Shelton
Board of Directors

1-27-2025
Date

CFO 2025 MIP

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EXECUTIVE VICE PRESIDENT OF STRATEGIC INITIATIVES

Effective: January 1, 2025

EVP OF STRATEGIC INITIATIVES 2025 MIP

EVP OF STRATEGIC INITIATIVES

PURPOSE: To define the compensation plan for the Executive Vice President of Strategic Initiatives (“EVP of Strategic Initiatives”).

SCOPE: Perma-Fix Environmental Services, Inc.

POLICY: The Compensation Plan is designed to retain, motivate and reward the incumbent to support and achieve the business, operating and financial objectives of Perma-Fix Environmental Services, Inc. (the “Company”).

BASE SALARY: The Base Salary indicated below is paid in equal periodic installments per the regularly scheduled payroll.

PERFORMANCE INCENTIVE COMPENSATION: Performance Incentive Compensation is available based on the Company’s financial results noted in the EVP OF STRATEGIC INITIATIVES MIP MATRIX below. Effective date of plan is January 1, 2025 and incentive will be for entire year of 2025. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company’s audited financial statements for 2025.

ACKNOWLEDGEMENT: Payment of Performance Incentive Compensation of any type will be forfeited, unless the Human Resources Department has received a signed acknowledgement of receipt of the Compensation Plan prior to the applicable payment date.

The executive officer agrees and acknowledges that the executive officer is fully bound by, and subject to, all of the terms and conditions of the Company’s Clawback Policy (as may be amended, restated, supplemented for otherwise modified from time to time).

INTERPRETATIONS: The Compensation Committee of the Board of Directors retains the right to modify, change or terminate the Compensation Plan at any time and for any reason. It also reserves the right to determine the final interpretation of any provision contained in the Compensation Plan and it reserves the right to modify or change the Revenue and EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company. While the plan is intended to represent all situations and circumstances, some issues may not easily be addressed. The Compensation Committee will endeavor to review all standard and non-standard issues related to the Compensation Plan and will provide quick interpretations that are in the best interest of the Company, its shareholders and the incumbent.

EVP OF STRATEGIC INITIATIVES 2025 MIP

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EVP OF STRATEGIC INITIATIVES

Base Pay and Performance Incentive Compensation Targets

The compensation for the below named individual as follows:

Annualized Base Pay:	\$	277,346
Performance Incentive Compensation Target (at 100% of Plan):	\$	138,673
Total Annual Target Compensation (at 100% of Plan):	\$	416,019

The Performance Incentive Compensation Paid is based on the EVP OF STRATEGIC INITIATIVES MATRIX below.

Perma-Fix Environmental Services, Inc.
2025 Management Incentive Plan
EVP OF STRATEGIC INITIATIVES MIP MATRIX

Target Objectives	Performance Target Achieved				
	75%-89%	90%-110%	111%-129%	130%-150%	>150%
Revenue	\$ 6,934	\$ 13,867	\$ 22,782	\$ 30,706	\$ 36,649
EBITDA	52,001	104,006	136,692	184,237	219,896
	58,935	117,873	159,474	214,943	256,545
	Performance Target Achieved				
	100%	100%	100%	100%	100%
PFAS Gen 2	20,801	20,801	20,801	20,801	20,801
	\$ 79,736	\$ 138,674	\$ 180,275	\$ 235,744	\$ 277,346

- 1) Revenue is defined as the total consolidated third-party top line revenue as publicly reported in the Company's 2025 financial statements. The percentage achieved is determined by comparing the actual consolidated revenue for 2025 to the Board approved Revenue Target for 2025, which is \$[***]. The Board reserves the right to modify or change the Revenue Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.
- 2) EBITDA is defined as earnings before interest, taxes, depreciation, and amortization from continuing and discontinued operations. The percentage achieved is determined by comparing the actual EBITDA to the Board approved EBITDA Target for 2025, which is \$ [***]. The Board reserves the right to modify or change the EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.
- 3) PFAS (Per- and polyfluoroalkyl substances) Gen 2 Target is based on startup of the Company's generation 2 reactor with the ability to generate revenue in treatment of PFAS waste.
- 4) No performance incentive compensation will be payable for achieving the health and safety, permit and license violation, and revenue targets unless a minimum of 75% of the EBITDA Target is achieved.

EVP OF STRATEGIC INITIATIVES 2025 MIP

Performance Incentive Compensation Payment

Effective date of plan is January 1, 2025 and incentive will be for entire year. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company's audited financial statements for 2025.

In no event will Performance Incentive Compensation paid to all Executive Officers as a group exceed 50% of Pretax Net Income computed prior to the calculation of bonus expense. If applicable, Incentive Compensation payments will be reduced on a pro-rata basis, so not to exceed 50% of Pretax Net Income.

ACKNOWLEDGMENT:

I acknowledge receipt of the aforementioned Executive Vice President of Strategic Initiatives 2025 - Compensation Plan. I have read and understand and accept employment under the terms and conditions set forth therein.

/s/ Louis Centofanti
Dr. Louis Centofanti

1-27-2025
Date

/s/ Larry Shelton
Board of Directors

1-27-2025
Date

EVP OF STRATEGIC INITIATIVES 2025 MIP

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EXECUTIVE VICE PRESIDENT
HANFORD AND INTERNATIONAL WASTE OPERATIONS

Effective: January 1, 2025

EVP- HANFORD AND INTERNATIONAL WASTE OPERATIONS 2025 MIP

EXECUTIVE VICE PRESIDENT-HANFORD AND INTERNATIONAL WASTE OPERATIONS

PURPOSE: To define the compensation plan for the EXECUTIVE VICE PRESIDENT (“EVP”) – HANFORD AND INTERNATIONAL WASTE OPERATIONS.

SCOPE: Perma-Fix Environmental Services, Inc.

POLICY: The Compensation Plan is designed to retain, motivate and reward the incumbent to support and achieve the business, operating and financial objectives of Perma-Fix Environmental Services, Inc. (the “Company”).

BASE SALARY: The Base Salary indicated below is paid in equal periodic installments per the regularly scheduled payroll.

PERFORMANCE INCENTIVE COMPENSATION: Performance Incentive Compensation is available based on the Company’s financial results noted in the EVP – HANFORD AND INTERNATIONAL WASTE OPERATIONS MIP Matrix below. Effective date of plan is January 1, 2025 and incentive will be for entire year of 2025. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company’s audited financial statements for 2025.

ACKNOWLEDGEMENT: Payment of Performance Incentive Compensation of any type will be forfeited, unless the Human Resources Department has received a signed acknowledgement of receipt of the Compensation Plan prior to the applicable payment date.

The executive officer agrees and acknowledges that the executive officer is fully bound by, and subject to, all of the terms and conditions of the Company’s Clawback Policy (as may be amended, restated, supplemented for otherwise modified from time to time).

INTERPRETATIONS: The Compensation Committee of the Board of Directors retains the right to modify, change or terminate the Compensation Plan at any time and for any reason. It also reserves the right to determine the final interpretation of any provision contained in the Compensation Plan and it reserves the right to modify or change the Revenue and EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company. While the plan is intended to represent all situations and circumstances, some issues may not easily be addressed. The Compensation Committee will endeavor to review all standard and non-standard issues related to the Compensation Plan and will provide quick interpretations that are in the best interest of the Company, its shareholders and the incumbent.

EVP- HANFORD AND INTERNATIONAL WASTE OPERATIONS 2025 MIP

[*] INDICATED CERTAIN INFORMATION IN THIS DOCUMENT WHICH HAS BEEN OMITTED FROM THIS PUBLIC FILING BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IS PUBLICLY DISCLOSED**

EVP – HANFORD AND INTERNATIONAL WASTE OPERATIONS

Base Pay and Performance Incentive Compensation Targets

The compensation for the below named individual as follows:

Annualized Base Pay:	\$	315,267
Performance Incentive Compensation Target (at 100% of Plan):	\$	157,634
Total Annual Target Compensation (at 100% of Plan):	\$	472,901

The Performance Incentive Compensation Target is based on the EVP – HANFORD AND INTERNATIONAL WASTE OPERATIONS MIP Matrix below.

Perma-Fix Environmental Services, Inc.
2025 Management Incentive Plan
EVP - HANFORD AND INTERNATIONAL WASTE OPERATIONS MIP MATRIX

Target Objectives	Performance Target Achieved				
	75%-89%	90%-110%	111%-129%	130%-150%	>150%
Revenue	\$ 7,882	\$ 15,763	\$ 22,519	\$ 31,527	\$ 38,282
EBITDA	47,289	94,581	135,114	189,160	229,695
Health & Safety	11,823	23,645	23,645	23,645	23,645
Permit & License Violations	11,823	23,645	23,645	23,645	23,645
	<u>\$ 78,817</u>	<u>\$ 157,634</u>	<u>\$ 204,923</u>	<u>\$ 267,977</u>	<u>\$ 315,267</u>

- 1) Revenue is defined as the total consolidated third-party top line revenue as publicly reported in the Company’s 2025 financial statements. The percentage achieved is determined by comparing the actual consolidated revenue for 2025 to the Board approved Revenue Target for 2025, which is \$[***]. The Board reserves the right to modify or change the Revenue Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.

***CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN EXCLUDED FROM THIS PUBLIC FILING BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED**

CHIEF OPERATING OFFICER

Effective: January 1, 2025

COO 2025 MIP

CHIEF OPERATING OFFICER

PURPOSE: To define the compensation plan for the Chief Operation Officer (“COO”)

SCOPE: Perma-Fix Environmental Services, Inc.

POLICY: The Compensation Plan is designed to retain, motivate and reward the incumbent to support and achieve the business, operating and financial objectives of Perma-Fix Environmental Services, Inc. (the “Company”).

BASE SALARY: The Base Salary indicated below is paid in equal periodic installments per the regularly scheduled payroll.

PERFORMANCE INCENTIVE COMPENSATION: Performance Incentive Compensation is available based on the Company’s financial results noted in the CHIEF OPERATING OFFICER MIP MATRIX below. Effective date of plan is January 1, 2025 and incentive will be for entire year of 2025. Performance incentive compensation will be paid on or about 90 days after year-end, or sooner, based on finalization of the Company’s audited financial statements for 2025.

ACKNOWLEDGEMENT: Payment of Performance Incentive Compensation of any type will be forfeited, unless the Human Resources Department has received a signed acknowledgement of receipt of the Compensation Plan prior to the applicable payment date.

The executive officer agrees and acknowledges that the executive officer is fully bound by, and subject to, all of the terms and conditions of the Company’s Clawback Policy (as may be amended, restated, supplemented for otherwise modified from time to time).

INTERPRETATIONS: The Compensation Committee of the Board of Directors retains the right to modify, change or terminate the Compensation Plan at any time and for any reason. It also reserves the right to determine the final interpretation of any provision contained in the Compensation Plan and it reserves the right to modify or change the Revenue and EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company. While the plan is intended to represent all situations and circumstances, some issues may not easily be addressed. The Compensation Committee will endeavor to review all standard and non-standard issues related to the Compensation Plan and will provide quick interpretations that are in the best interest of the Company, its shareholders and the incumbent.

COO 2025 MIP

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CHIEF OPERATING OFFICER

Base Pay and Performance Incentive Compensation Targets

The compensation for the below named individual as follows:

Annualized Base Pay:	\$	320,000
Performance Incentive Compensation Target (at 100% of Plan):	\$	160,000
Total Annual Target Compensation (at 100% of Plan):	\$	480,000

The Performance Incentive Compensation Paid is based on the CHIEF OPERATING OFFICER MATRIX below.

Perma-Fix Environmental Services, Inc.
2025 Management Incentive Plan
CHIEF OPERATING OFFICER MIP MATRIX

Target Objectives	Performance Target Achieved				
	75%-89%	90%-110%	111%-129%	130%-150%	>150%
Revenue	\$ 8,000	\$ 16,000	\$ 22,857	\$ 32,000	\$ 38,857
EBITDA	48,000	96,000	137,143	192,000	233,143
Health & Safety	12,000	24,000	24,000	24,000	24,000
Permit & License Violations	12,000	24,000	24,000	24,000	24,000
	<u>\$ 80,000</u>	<u>\$ 160,000</u>	<u>\$ 208,000</u>	<u>\$ 272,000</u>	<u>\$ 320,000</u>

- Revenue is defined as the total consolidated third-party top line revenue as publicly reported in the Company’s 2025 financial statements. The percentage achieved is determined by comparing the actual consolidated revenue for 2025 to the Board approved Revenue Target for 2025, which is \$[***]. The Board reserves the right to modify or change the Revenue Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.
- EBITDA is defined as earnings before interest, taxes, depreciation, and amortization from continuing and discontinued operations. The percentage achieved is determined by comparing the actual EBITDA to the Board approved EBITDA Target for 2025, which is \$ [***]. The Board reserves the right to modify or change the EBITDA Targets as defined herein in the event of the sale or disposition of any of the assets of the Company or in the event of an acquisition.

PERMA-FIX ENVIRONMENTAL SERVICES, INC

2017 STOCK OPTION PLAN

INCENTIVE STOCK OPTION AGREEMENT

Participant Name: Troy Eshleman Grant Date: January 23, 2025

Shares Subject to Options:	<u>50,000</u>	<u>Vesting Schedule</u>	
Expiration Date:	<u>January 23, 2031</u>		
Exercise Price:	<u>\$10.70</u>	<u>Exercise Dates</u>	<u>Percent Exercisable</u>
		<u>01/23/2026</u>	<u>20%</u>
		<u>01/23/2027</u>	<u>20%</u>
		<u>01/23/2028</u>	<u>20%</u>
		<u>01/23/2029</u>	<u>20%</u>
		<u>01/23/2030</u>	<u>20%</u>

PERMA-FIX ENVIRONMENTAL SERVICES, INC.
2017 STOCK OPTION PLAN

INCENTIVE STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of the Grant Date set forth on the cover page of this Agreement (the "Cover Page") between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Company"), and the participant named on the Cover Page (the "Participant"). In consideration of the mutual covenants and conditions herein set forth and for good and valuable consideration, the Company and the Participant agree as follows:

1. Recitations. The Participant is an employee of the Company or a Subsidiary, and the Company believes that the Participant should be provided an inducement to continue the Participant's employment with the Company and to advance the interests of the Company. Accordingly, the Company desires to provide the Participant with the opportunity to purchase certain shares of the Company's common stock, par value \$.001 per share (the "Common Stock"), pursuant to the Company's 2017 Stock Option Plan, adopted by the Board of Directors, and approved by the Company's shareholders on July 27, 2017 (the "Plan"). A copy of the Plan has been delivered to the Participant, and the capitalized terms in this Agreement have the same meaning as set forth in the Plan, unless otherwise indicated.

2. Grant of Option. The Company hereby grants to Participant the option to purchase the shares of Common Stock set forth on the Cover Page (the "Option"). The purchase price for each share to be purchased under the Option will be the exercise price set forth on the Cover Page (the "Exercise Price"), subject to adjustment as provided in the Plan, which Exercise Price is the Fair Market Value of the shares of Common Stock as of the Grant Date. The Option is intended to qualify as an "incentive stock option" as such term is defined under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

3. Vesting of Option. The Participant may exercise this Option for the shares of Common Stock, which become vested pursuant to this paragraph 3. The Option will vest 20% per year, beginning on the first anniversary date of the Grant Date as stated on the Cover Page. If Participant's employment with the Company or any Subsidiary remains fulltime and continuous at all times prior to any Exercise Date set forth on the Cover Page, then the Option will be deemed vested and may be exercised for the purchase of all or part of the cumulative number of shares of Common Stock determined by multiplying the Shares Subject to Option set forth on the Cover Page by the designated percentage set forth on the Cover Page.

4. Exercise and Payment. The Option may not be exercised unless the Participant is a full-time employee of the Company or any Subsidiary at all times during the period commencing with the Grant Date and ending on the earlier of (a) the Expiration Date set forth on the Cover Page; (b) 12 months following the Participant's termination of employment as a result of a Disability; (c) six months following the Participant's termination of employment as a result of Retirement; and (d) three months following the Participant's termination of employment as a result of Voluntary Termination or Layoff. If the Participant dies prior to the Expiration Date, the Option may be exercised by the personal representative or executor of the Participant's estate or by a person who acquired the right to exercise by bequest, inheritance or by reason of the Participant's death, as provided in the Plan.

4.1 Notice and Payment. The Option will be exercised by the Participant giving the Company written notice at the Company's principal place of business setting forth the exact number of shares that the Participant is purchasing under the Option. This written notice will be accompanied by the payment to the Company of the full aggregate amount of the Exercise Price determined by multiplying the Exercise Price by the number of shares Participant desires to purchase ("Aggregate Exercise Price"). The form of written notice is attached as Exhibit "A" to this Agreement. The Participant agrees to comply with such other reasonable requirements as the Committee may establish.

4.2 Method of Payment. Payment of the Aggregate Exercise Price may be made by the following:

- (a) cash or wire transfer equal to the Aggregate Exercise Price;
- (b) certified check or bank check equal to the Aggregate Exercise Price;
- (c) other shares of Company Common Stock owned by the Participant for at least six months prior to the date of exercise, provided such shares have a Fair Market Value on the date of exercise of the Stock Option equal to the Aggregate Exercise Price;
- (d) by requesting the Company to withhold such number of Shares then issuable upon exercise of the Option that have an aggregate Fair Market Value equal to the Aggregate Exercise Price; or
- (e) by a combination of the methods described above equal to the Aggregate Exercise Price.

No loan or advance will be made by the Company for the purpose of financing the purchase of shares under the Option.

4.3 **Issuance of Shares.** As soon as practicable after the Company receives notice and payment pursuant to this paragraph 4, the Company will cause one or more certificates for the shares purchased under the Option to be delivered to the Participant or the personal representative of a deceased Participant's estate. If any law or regulation requires the Company to take any action with respect to the shares specified in such written notice before the issuance thereof, then the date of issuance of such shares will be extended for a period necessary to take such action.

5. **Term of Option.** The Option will terminate and become null and void at the close of business on the Expiration Date set forth on the cover page. Notwithstanding anything contained herein to the contrary, the Option may not be exercised after such Expiration Date.

6. **Disqualifying Disposition of Stock.** If the Participant makes a disposition of any shares of Common Stock covered by the Option within one year after the date of exercise of the Option or within two years after the date of grant of the Option, then the Participant will promptly deliver written notice to the President or Chief Financial Officer of the Company specifying (a) the date of such disposition, (b) the number of shares of Common Stock subject to the disposition, and (c) the amount of any consideration received on such disposition. The Company may make such provision as it deems appropriate for the withholding of any applicable federal, state or local taxes arising as a result of such disposition. For purposes of this paragraph 6, the term "disposition" has the meaning set forth in Section 424(c) of the Code and the related regulations.

7. **Nontransferability.** The Option may not be transferred except by will or the laws of descent and distribution. Only the Participant may exercise the Option during the Participant's lifetime. For purposes of this paragraph 7, the term "transfer" includes without limitation, any disposition, assignment, pledge, or hypothecation, whether by operation of law or otherwise. The Option will not be subject to execution, attachment, or similar process. Any attempted assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions of this Agreement, and the levy of any execution, attachment or similar process upon the Option, will be null and void and without effect.

8. **Investment Representations.** The Participant hereby represents, warrants, covenants, agrees and acknowledges the following: The Option will be exercised and shares of Common Stock issued only upon compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities law, or pursuant to an exemption therefrom; the Participant will acquire shares of Common Stock under the Option for investment purposes only and with no present intention to resell or distribute the same; and upon request by the Company, the Participant will execute and deliver to the Company an agreement to the foregoing effect.

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9. **Annual Limitation.** To the extent that the aggregate Fair Market Value of the shares of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by Participant during any calendar year under all of the Company's plans exceeds \$100,000, such excess Options will be treated as Nonqualified Stock Options under the terms of the Plan.

10. **Rights as a Shareholder.** Participant will have no rights as a shareholder with respect to any shares covered by this Agreement or the Option until the date of issuance of a stock certificate to Participant for such shares. No adjustment will be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

11. **Employment.** As long as the Participant continues to be a full-time and continuous employee of the Company or any Subsidiary, the Option will not be effected by any change of duties or position. The Committee will determine whether a leave of absence or part-time employment will be considered a termination of employment with the Company or any Subsidiary within the meaning of the Plan. Nothing in the Plan or in this Agreement will confer upon the Participant any right to continue in the employ of the Company or any Subsidiary or will interfere in any way with the right of the Company or any Subsidiary to terminate the Participant's employment at any time.

12. **Governing Law; Binding Effect.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without regard to choice of law provisions. This Agreement will be binding upon the heirs, executors, administrators, and successors of the parties hereto.

13. **Amendments.** Subject to the terms of the Plan, the Board may amend any of the provisions of the Plan, and may at any time terminate the Plan. However, no amendment may be made to the Plan, which in any material respect impairs the rights of the Participant under this Agreement without the Participant's consent.

14. **Incorporation by Reference; Interpretation.** The Option is granted pursuant to the Plan, the terms of which are incorporated herein by reference, and the Option and this Agreement will be interpreted in accordance with the Plan. The Committee will (a) construe and interpret the terms and provisions of the Plan and this Agreement, and (b) in its discretion make general and special rules and regulations for administering the Plan. The Committee's construction, interpretation, rules, and regulations will be binding and conclusive upon all persons granted an Option.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PERMA-FIX ENVIRONMENTAL SERVICES, INC, a Delaware corporation

By: /s/ Ben Naccarato

Name: Ben Naccarato

Title: EVP and CFO

("Participant")

/s/ Troy Eshleman

(Signature)

Troy Eshleman

(Please Print Name)

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Exhibit "A"
PERMA-FIX ENVIRONMENTAL SERVICES, INC.
2017 STOCK OPTION PLAN

NOTICE OF EXERCISE
OF INCENTIVE STOCK OPTION

Date: _____

Atlanta, GA 30350

Re: ISO No. _____, dated _____, 20

Dear Sir:

Pursuant to paragraph 4 of the referenced Incentive Stock Option Agreement, the undersigned hereby exercises the related Incentive Stock Option for the purchase of _____ shares of common stock of Perma-Fix Environmental Services, Inc. (the "Company").

The undersigned is delivering to the Company in payment of the Aggregate Exercise Price, the following:

- cash or wire transfer representing the Aggregate Exercise Price;
- certified check or bank check representing the Aggregate Exercise Price;
- shares of Company common stock owned by the undersigned for at least six months prior to the date of this exercise that have a Fair Market Value (as defined in the Plan) on the date of this exercise equal to the Aggregate Exercise Price for the shares of common stock purchased by the exercise of this Option;
- by requesting the Company to withhold such number of shares of common stock issuable upon exercise of the Option that have a Fair Market Value equal to the Aggregate Exercise Price for the shares of common stock being purchased upon the exercise of this Option; or
- by a combination of the methods described above equal to the Aggregate Exercise Price, as follows:

Please issue in my name one certificate for the shares being purchased and deliver the certificate to me at the address set forth below.

Very truly yours,

(Please Sign)

Deliver to:

(Address)

Enclosure

Memo To: Richard Grondin
From: Mark Duff, CEO
Date: 1/28/2025
Re: Memo of Change in Title & Job Description

Richard, please find attached your updated job description outlining the duties and responsibilities of the EVP of Hanford and International Waste Operations.

We are very excited about this position, and we know you have the leadership, management and vision necessary to ensure that the company has the proper safety and operational controls, and administrative and reporting procedures to effectively grow the organization and ensure financial strength and operating efficiency.

All other terms of your Employment Agreement, dated April 20, 2023 (the "Employment Agreement"), remain the same, with the exception of Section 2.1, which is deemed mutually modified to reflect the change in position title of EVP of Hanford and International Waste Operations and its related duties. Additionally, any references to EVP of Waste Treatment Operations contained within the Employment Agreement shall be replaced with EVP of Hanford and International Waste Operations.

Please sign and return this memo and the job description.

We look forward to our continued success and your support.

Mark Duff, CEO

/s/ Richard Grondin
Richard Grondin

Date 1/28/2025
