

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K/A**

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **May 3, 2024**



**VSE CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-03676**  
(Commission File Number)

**54-0649263**  
(IRS Employer  
Identification Number)

**6348 Walker Lane**  
**Alexandria, Virginia**  
(Address of Principal Executive Offices)

**22310**  
(Zip Code)

**(703) 960-4600**  
(Registrant's Telephone Number, Including Area Code)

**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 (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
<b>Common Stock, par value \$.05 per share</b>	<b>VSEC</b>	<b>The NASDAQ Global Select Market</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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 Certain Officers.**

As disclosed on May 8, 2024, Stephen D. Griffin, Senior Vice President and Chief Financial Officer of VSE Corporation (the “Company”), notified the Company of his decision to resign from his positions with the Company, effective May 29, 2024 (the “Resignation Date”). On May 22, 2024, the Company entered into a Consulting Agreement (the “Consulting Agreement”) with Mr. Griffin whereby Mr. Griffin agreed to provide consulting and advisory services on a transitional basis until August 31, 2024. Mr. Griffin will receive compensation of \$300 per hour for up to a maximum of 15 hours per month in consideration for providing these services. This disclosure is qualified in its entirety by the Consulting Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

As disclosed on May 8, 2024, the Board of Directors (the “Board”) of the Company appointed Tarang Sharma to serve as Interim Chief Financial Officer, effective May 27, 2024. In addition, Mr. Sharma, age 38, was appointed to serve as Chief Accounting Officer of the Company on May 21, 2024. In his role as Chief Accounting Officer, Mr. Sharma’s compensation includes the following: (1) base salary of \$310,000, (2) target bonus of 45% of his base salary (with a maximum payout at 150% of target), (3) time-based long-term incentive award of 40% of his base salary and (4) target performance-based shares of 40% of his base salary. Mr. Sharma will also receive a recurring monthly cash bonus payment of \$12,000 per month, prorated based on start and end dates, during the period in which he serves as Interim Chief Financial Officer.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Consulting Agreement, dated May 22, 2024, between Stephen S. Griffin and VSE Corporation</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

**VSE CORPORATION**

(Registrant)

Date: May 28, 2024

By: /s/ Farinaz S. Tehrani  
Farinaz S. Tehrani  
Chief Legal Officer and Corporate Secretary

## CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is made and entered into as of May 22, 2024 by and between VSE Corporation, a Delaware corporation (the “**Company**”), and Stephen Griffin (the “**Consultant**”).

**WHEREAS**, the Consultant is currently employed by the Company as Senior Vice President and Chief Financial Officer of the Company and has notified the Company that he will resign from employment with the Company effective May 29, 2024;

**WHEREAS**, the Company desires to engage the Consultant following his resignation to provide consulting services to transition his responsibilities, upon the terms and subject to the conditions hereinafter set forth; and

**WHEREAS**, the Consultant has agreed to provide such consulting services, upon the terms and subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Status of Employment.** The Consultant will cease serving as Senior Vice President and Chief Financial Officer of the Company, and as an employee of the Company, effective May 29, 2024 (the “**Resignation Date**”). As of the Resignation Date, the Consultant will terminate from all positions the Consultant holds as an officer or director of the Company and the Company’s subsidiaries.
2. **Term.** The term of this Agreement shall commence on May 30, 2024 and shall terminate on August 31, 2024 (the “**Term**”).
3. **Duties.** During the Term, the Consultant will provide consulting and advisory services, including, but not limited to, assistance with quarterly financial close processes, preparation of quarterly financial statements, SEC filings and other corporate or finance related matters as requested by management of the Company (“**Consulting Services**”).
4. **Compensation.** As compensation for the Consulting Services, the Company shall pay the Consultant an hourly rate of \$300 per hour for up to a maximum of fifteen (15) hours per month. The Consultant shall submit an invoice for each month during the Term on the last day of the month. The Company shall pay the Consultant the fees for such month within 15 business days after receipt of the invoice.
5. **Confidentiality.**
  - a. The Consultant will strictly maintain the confidentiality of any information of whatever kind and in whatever form that he obtains from the Company or from any other source relating to the Company or its subsidiaries, whether identified as Confidential Information or not, including but not limited to information regarding the organization, operations, strategies, financial condition, financial statements, operating plans, financial forecasts, competitive information, customer, employees and any other confidential information relating to any transactions in which the Company may be involved (collectively “**Confidential Information**”). The Consultant will not disclose any Confidential Information to any third party without the prior written consent of the Company and will not use any Confidential

Information except as required to perform his obligations under this Agreement. Upon the termination of this Agreement, or as requested by the Company, the Consultant shall destroy all Confidential Information in his possession and shall certify the destruction to the Company within five (5) business days after the request. The obligations under this Section shall remain in effect during the Term of this Agreement and for a period of three (3) months thereafter.

- b. Nothing in this Agreement prevents the Consultant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations. Furthermore, no Company policy or individual agreement between the Company and the Consultant shall prevent the Consultant from providing information to government authorities regarding possible legal violations, participating in investigations, testifying in proceedings regarding the Company's past or future conduct, engaging in any future activities protected under the whistleblower statutes administered by any government agency (e.g., EEOC, NLRB, SEC, etc.) or receiving a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Company nonetheless asserts and does not waive its attorney-client privilege over any information appropriately protected by privilege.
6. Restrictive Covenants. The Consultant acknowledges and reaffirms his obligations under all confidentiality, noncompete, non-solicitation and other restrictive covenants contained in agreements with the Company, including but not limited to the Amended and Restated Executive Employment Agreement, dated as of December 7, 2021, between the Company and the Consultant.
7. Return of Property. The Consultant will, within a reasonable time after the end of the Term, return to the Company all Company property and equipment.
8. Stock Trading. The Consultant acknowledges that the Company is a publicly traded company and that U.S. federal and state securities laws prohibit any person who has material, non-public information about the Company from purchasing or selling securities of the Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities of the Company. The Consultant shall be subject to the Company's insider trading policy and restrictions and shall not trade (i.e. buy or sell) any Company stock or derivative security, or recommend to anyone else to trade Company stock during the Term and for a period of three (3) months thereafter.

9. Independent Contractor. It is understood by the parties that during the Term, the Consultant will at all times be and remain an independent contractor of the Company, and not an employee nor agent of the Company. The Consultant acknowledges and agrees that, during the Term, the Consultant will not be treated as an employee of the Company or any of its affiliates for purposes of any income tax withholding, nor unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any Worker's Compensation law of any state or country and for purposes of benefits provided to employees of the Company under any employee benefit plan. The Consultant acknowledges and agrees that as an independent contractor, the Consultant will be required, during the Term, to pay any applicable taxes on the fees paid to the Consultant. In addition, the Consultant shall not be authorized to bind the Company to any contracts or agreements of any nature.
10. Termination. This Agreement may be terminated by either party with fifteen (15) days written notice to the other party.
11. Survival. Notwithstanding any expiration or termination of this Agreement, the provisions of Sections 5 through 8 hereof will survive and remain in full force and effect, as will any other provision hereof that, by its terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement.
12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
13. Assignment. The Consultant shall not assign any of his rights under this Agreement or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.
14. Amendment. Any amendment to this Agreement shall be in writing signed by the parties hereto.
15. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

VSE Corporation

Consultant

By: /s/ John Cuomo

By: /s/ Stephen Griffin

Name: John Cuomo

Name: Stephen Griffin

Title: President and Chief Executive Officer