

**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): June 9, 2017

OPTEX SYSTEMS HOLDINGS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware (State or other jurisdiction of incorporation)	000-54114 (Commission File Number)	90-0609531 (IRS Employer Identification No.)
1420 Presidential Drive, Richardson, TX (Address of principal executive offices)		75081-2439 (Zip Code)

Registrant's telephone number, including area code: (972) 644-0722

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 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))
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Item 5.01 Change in Control of the Registrant

See Item 8.01 below.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers

Effective as of June 9, 2017, Peter Benz resigned as Chairman of the Board and a Director of Optex Systems Holdings, Inc. (the "Company"). Effective as of that same date, the Company's Board of Directors appointed Danny Schoening, its CEO and a director, as the Chairman of the Board of Directors and appointed Karen Hawkins, its CFO, and Bill Bates, the General Manager of its Applied Optics Center division, as directors.

Item 8.01 Other Information

On June 9, 2017, Sileas Corp. ("Sileas"), a related party to the Company, entered into a transaction with The Longview Fund, L.P. ("Longview") to settle its February 20, 2009 note with Longview in the original principal amount of \$13,524,405 (the "Note"). The parties agreed to a conversion by Longview of \$3,358,538 of the amount due under the Note into 2,798,782 shares of Company common stock owned by Sileas and previously pledged to Longview as security with respect to the Note. Simultaneously therewith, Sileas made a \$250,000.00 cash payment to Longview, and Longview agreed to satisfy \$10,571,791 of the amount due under the Note. The remaining amount due under the Note is \$64,000 which shall be paid in cash by Sileas to Longview on a quarterly basis, upon the payment of quarterly dividends by the Company, over the next four calendar quarters commencing on or about June 30, 2017. In order to effect the above, Longview also released the pledge on all Company shares owned by Sileas and previously pledged to Longview.

Simultaneously with the above, Sileas sold 800,000 shares of Company common stock to Danny Schoening and Karen Hawkins at a price equal to \$314,000 (which is a discounted amount based upon recognition of years of administrative support by Mr. Schoening and Ms. Hawkins for the Company) as follows: (i) Danny Schoening: 640,000 Shares for \$200,000 plus a \$50,825 promissory note; and (ii) Karen Hawkins: 160,000 Shares for \$50,000 plus a \$12,706 promissory note. Each promissory note has a one year term, with interest at 1.18% per annum and shall be payable in four equal quarterly installments of \$12,800 for Danny Schoening and \$3,200 for Karen Hawkins, each installment payable within five business days after the payment of cash dividends by the Company to each of them. As a result, Sileas no longer owns any shares of Company common stock.

After giving effect to the above transactions, the approximate beneficial ownership of Company equity securities by each of the Longview Fund, Danny Schoening and Karen Hawkins is as follows:

The Longview Fund 2,800,132 shares or 37.4%

Danny Schoening 682,649 shares or 9.1%

Karen Hawkins shares 171,450 or 2.3%

Item 9.01 Exhibits

[10.1 Form of Note Satisfaction Agreement](#)

[10.2 Form of Stock Purchase Agreement](#)

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: June 15, 2017

NOTE SATISFACTION AGREEMENT

THIS NOTE SATISFACTION AGREEMENT (this "Agreement"), dated as of this 9th day of June, 2017, is made and entered into as of the later of the two signature dates below, by and between The Longview Fund, L.P. (the "Lender") and Sileas Corp., a company incorporated under the laws of the State of Delaware (the "Borrower").

The Lender and Borrower may be referred to hereinafter from time to time individually as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, on February 20, 2009, Borrower issued to Lender a note in the principal amount of \$13,524,405 (the "Note"), which was most recently amended on May 29, 2015, and as a result of accrued and unpaid interest, then bore a principal balance of \$18,022,329 and the current balance is \$14,244,329; and

WHEREAS, in addition to full recourse available to the Lender against the Borrower for payment of all amounts due under the Note, the Note is also currently secured by 3,598,792 shares ("Shares") of common stock of Optex Systems Holdings, Inc., a Delaware corporation (the "Company"), which Shares are owned by Borrower;

WHEREAS, the parties desire to address the satisfaction of all amounts due by Borrower to Lender as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is hereby agreed as follows:

SECTION 1 THE TRANSACTION

1.1 Conversion. Lender hereby agrees to convert \$3,358,538 of the amount due under the Note into 2,798,782 Shares by submitting a conversion notice to Borrower simultaneously herewith for presentation to the Company in the form attached hereto as Exhibit A.

1.2 Cash Payment. Borrower also agrees to make a reduction of \$250,000.00 of the amount due under the Note by making a cash payment to Lender simultaneously herewith.

1.3 Satisfaction of a Portion of the Note. Without the payment of any additional consideration, and simultaneously with 1.1 and 1.2 above, the Lender agrees to forgive, release, cancel and otherwise nullify \$10,571,791 of the amount due under the Note.

1.4 Remaining Amount due under the Note. Upon the occurrence of 1.1 through 1.3 above, the remaining amount due under the Note shall be \$64,000 which shall be paid in cash by the Borrower to the Lender on a quarterly basis, within five (5) days of the payment of quarterly dividends by the Company, over the next four calendar quarters commencing on or about June 30, 2017.

1.5 Release of Pledge. Immediately prior to the transactions set forth in 1.1 through 1.4 above, the Lender hereby releases its pledge of the Shares owned by the Borrower and consents to the sale of 800,000 Shares to Danny Schoening and Karen Hawkins.

1.6 Each Party hereby represents and warrants to the other, as follows:

(a) As of the consummation of the transactions contemplated in this Agreement, the Party has full and unrestricted legal right, power and authority to enter into and perform all of its obligations under this Agreement. This Agreement, when executed and delivered by or on behalf of a Party, shall constitute the valid and legally binding obligation of the Party, legally enforceable against Party in accordance with its terms.

(b) At the time of execution of this Agreement, the Party is not in possession of any material inside information of the Company.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach by the Party of, or constitute a default by the Party under, any agreement, instrument, decree, judgment or order to which the Party is a party or by which the Party may be bound.

(d) The Party has the capacity to protect the Seller's own interests in connection with the transactions contemplated hereby. The Seller is capable of evaluating the potential risks and benefits of the transactions contemplated hereby. The Party has had the opportunity to consult with their independent legal counsel and other advisors and waives any potential conflicts of interest or right to further review.

(e) The Party has had an opportunity to review with the Party's tax advisers the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Party is relying solely on such advisers and not on any statements or representations of the Company or any of its agents. The Party understands that the Party (and not the Company) shall be responsible for the Party's tax liability and any related interest and penalties that may arise as a result of the transactions contemplated by this Agreement.

SECTION 2 - Miscellaneous

2.1 Governing Law; Jurisdiction. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Delaware. Any and all disputes which may arise between the Parties as a result of or in connection with this Agreement, its interpretation, performance or breach shall be brought and enforced in the courts of the state of Delaware.

2.2 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties; provided, however, that no party may assign its rights hereunder without the prior written consent of the other Parties.

2.3 Entire Agreement; Amendment. This Agreement, including its preamble and exhibits, and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the Parties with regard to the subject matters hereof and thereof and supersede all prior agreements and understandings relating thereto. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by all the Parties.

2.4 Notices. All notices and other communications required or permitted to be given or sent hereunder shall be in writing and shall be deemed to have been sufficiently given or delivered for all purposes if mailed by registered airmail, transmitted by facsimile, or delivered by hand to the Parties' respective addresses set forth in the signature page hereto. All notices sent by registered mail shall be deemed to have been received within seven (7) business days of posting. If delivered by hand, upon their delivery.

2.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy upon any breach or default under this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default.

2.6 Waiver of Default. No waiver with respect to any breach or default in the performance of any obligation under the terms of this Agreement shall be deemed to be a waiver with respect to any subsequent breach or default, whether of similar or different nature. Any waiver, permit, consent or approval of any kind or character shall be effective only if made in writing and only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by virtue of law or otherwise afforded to any holder, shall be cumulative and not alternative.

2.7 Rights; Severability. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such an arbitrator or court of competent jurisdiction.

2.8 Expenses. Each part shall pay its own expenses, including legal expenses in connection with the transaction contemplated by this Agreement.

2.9 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

2.10 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same instrument. The Parties may execute this Agreement via facsimile.

IN WITNESS WHEREOF, the Parties have executed this Stock Purchase Agreement as of the date first above-mentioned.

THE LONGVIEW FUND, L.P.:

SILEAS CORP.:

By: _____
Address: _____

By: _____
Address: _____

Date: _____

Date: _____

STOCK PURCHASE AGREEMENT

THIS STOCK REPURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 9th day of June 2017, by and between Sileas Corp. (the "Seller") and Danny Schoening and Karen Hawkins (each, a "Purchaser").

The Seller and Purchasers may be referred to hereinafter from time to time individually as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, 800,000 shares of Common Stock, par value US\$ 0.001 (the "Shares") of Optex Systems Holdings, Inc. (the "Company");

WHEREAS, Seller acknowledges that it received all information that Seller considers necessary or appropriate to enable the Seller to decide whether to enter into this Agreement and to consummate the transaction contemplated herein;

WHEREAS, Seller acknowledges that it is the sole record owner of the Shares; and

WHEREAS, Seller acknowledges that it has all requisite power to enter into and perform this Agreement, and Seller further acknowledges that it has taken all necessary corporate action on the part of the Seller, its respective directors and Sellers, necessary for the authorization, execution, delivery and performance by the Seller of this Agreement and the consummation of the transaction contemplated herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is hereby agreed as follows:

SECTION 1 THE TRANSACTION

Purchase of Shares

By executing this Agreement and two stock powers endorsed in blank, Seller is hereby selling to Purchasers, and Purchasers are hereby purchasing from Seller, the Shares which are free of any third party preemptive or similar rights, and free and clear of any mortgages, liens, pledges, charges, security interests or any other third party rights (other than any third party rights under the existing Sellers' Agreement (the "Sellers' Agreement"), to the extent applicable), at a price equal to \$314,000 (the "Consideration", which is a discounted amount based upon recognition of years of administrative support by the Purchasers for the Company) as follows:

Danny Schoening: 640,000 Shares for \$200,000 plus a \$50,825 promissory note

Karen Hawkins: 160,000 Shares for \$50,000 plus a \$12,706 promissory note

Each promissory note shall have a one year term, with interest at 1.18% per annum and shall be payable in four equal quarterly installments of \$12,800 for Danny Schoening and \$3,200 for Karen Hawkins, each installment payable within five business days after the payment of cash dividends by the Company to each Purchaser.

1.3 Seller hereby represents and warrants to Purchasers, as follows:

(a) Seller is the sole lawful owner, beneficially and of record, of the Shares, and upon the consummation of the transactions contemplated in this Agreement, Purchaser will acquire from Seller, good and marketable title to such Shares free and clear of all liens, charges, encumbrances, debt, restrictions, rights, claims, options to purchase, proxies, voting trusts and other voting agreements, calls and commitments of any kind.

(b) As of the consummation of the transactions contemplated in this Agreement, Seller has full and unrestricted legal right, power and authority to enter into and perform all of its obligations under this Agreement, and to sell and transfer the Shares to Purchaser as provided herein. This Agreement, when executed and delivered by or on behalf of Seller, shall constitute the valid and legally binding obligation of Seller, legally enforceable against Seller in accordance with its terms.

(c) At the time of execution of this Agreement, Seller is not in possession of any material inside information of the Company.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach by the Seller of, or constitute a default by the Seller under, any agreement, instrument, decree, judgment or order to which the Seller is a party or by which the Seller may be bound.

(e) By reason of the Seller's business or financial experience or the business or financial experience of the Seller's professional advisers who are unaffiliated with the Company and who are not compensated by the Company, the Seller has the capacity to protect the Seller's own interests in connection with the sale of the Shares to the Company. The Seller is capable of evaluating the potential risks and benefits of the sale hereunder of the Shares.

(f) The Seller has received all of the information that the Seller considers necessary or appropriate for deciding whether to sell the Shares hereunder and perform the other transactions contemplated hereby. The Seller further represents that the Seller has had an opportunity to ask questions and receive answers from the Company regarding the business, properties, prospects and financial condition of the Company and to seek from the Company such additional information as the Seller has deemed necessary to verify the accuracy of any such information furnished or otherwise made available to the Seller by or on behalf of the Company.

(g) The Seller acknowledges that the Seller will have no future participation in any Company gains, losses, profits or distributions with respect to the Shares. If the Shares increase in value by any means, or if the Company's equity becomes freely tradable and increases in value, the Seller acknowledges that the Seller is voluntarily forfeiting any opportunity to share in any resulting increase in value from the Shares.

(h) The Seller has had an opportunity to review with the Seller's tax advisers the federal, state, local and foreign tax consequences of the Repurchase and the transactions contemplated by this Agreement. The Seller is relying solely on such advisers and not on any statements or representations of the Company or any of its agents. The Seller understands that the Seller (and not the Company) shall be responsible for the Seller's tax liability and any related interest and penalties that may arise as a result of the transactions contemplated by this Agreement.

SECTION 2 - Miscellaneous

2.1 Governing Law; Jurisdiction. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Delaware. Any and all disputes which may arise between the Parties as a result of or in connection with this Agreement, its interpretation, performance or breach shall be brought and enforced in the courts of the state of Delaware.

2.2 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties; provided, however, that no party may assign its rights hereunder without the prior written consent of the other Parties.

2.3 Entire Agreement; Amendment. This Agreement, including its preamble and exhibits, and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the Parties with regard to the subject matters hereof and thereof and supersede all prior agreements and understandings relating thereto. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by all the Parties.

2.4 Notices. All notices and other communications required or permitted to be given or sent hereunder shall be in writing and shall be deemed to have been sufficiently given or delivered for all purposes if mailed by registered airmail, transmitted by facsimile, or delivered by hand to the Parties' respective addresses set forth in the signature page hereto. All notices sent by registered mail shall be deemed to have been received within seven (7) business days of posting. If delivered by hand, upon their delivery.

2.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy upon any breach or default under this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default.

2.6 Waiver of Default. No waiver with respect to any breach or default in the performance of any obligation under the terms of this Agreement shall be deemed to be a waiver with respect to any subsequent breach or default, whether of similar or different nature. Any waiver, permit, consent or approval of any kind or character shall be effective only if made in writing and only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by virtue of law or otherwise afforded to any holder, shall be cumulative and not alternative.

2.7 Rights: Severability. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such an arbitrator or court of competent jurisdiction.

2.8 Expenses. Each part shall pay its own expenses, including legal expenses in connection with the transaction contemplated by this Agreement.

2.9 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

2.10 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same instrument. The Parties may execute this Agreement via facsimile.

IN WITNESS WHEREOF, the Parties have executed this Stock Purchase Agreement as of the date first above-mentioned.

SILEAS CORP.:

DANNY SCHOENING:

By: _____
Address: _____

By: _____
Address: _____

Date: _____

Date: _____

KAREN HAWKINS:

By: _____
Address: _____

Date: _____
