

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): **September 28, 2015**

DLH Holdings Corp.

(Exact name of registrant as specified in its charter)

COMMISSION FILE NUMBER: **0-18492**

New Jersey

(State or other jurisdiction of incorporation or organization)

22-1899798

(I.R.S. Employer Identification No.)

3565 Piedmont Road, NE, Building 3 Suite 300

Atlanta, GA 30305

(Address and zip code of principal executive offices)

(866) 952-1647

(Registrant's telephone number, including area code)

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))

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

On September 28, 2015, DLH Holdings Corp. (the “Company”) entered into an agreement with Kevin Wilson, the President of its DLH Solutions subsidiary, to amend its current employment agreement with him to provide for a two year extension of the term of such agreement. After giving effect to this amendment, the Company’s employment agreement with Mr. Wilson will expire September 30, 2017. Additionally, effective as of October 1, 2015, pursuant to the employment agreement amendment, the base salary payable to Mr. Wilson will be \$216,300 per annum. Other than as modified by this amendment, the provisions of the Company’s current employment agreement with Mr. Wilson remain in full force and effect in accordance with their terms.

In addition, on September 30, 2015, the Company entered into an agreement with John F. Armstrong, its Executive Vice President, to amend its current employment agreement with him to provide for a two year extension of the term of such agreement. After giving effect to this amendment, the Company’s employment agreement with Mr. Armstrong will expire November 30, 2017. Additionally, effective as of October 1, 2015, pursuant to the employment agreement amendment, the base salary payable to Mr. Armstrong will be \$225,750 per annum. Other than as modified by this amendment, the provisions of the Company’s current employment agreement with Mr. Armstrong remain in full force and effect in accordance with their terms.

The foregoing description of the amendments to the Company’s employment agreements with Messrs. Wilson and Armstrong does not purport to be complete and is qualified in its entirety by reference to each of the amendments, which are annexed hereto as Exhibits 10.1 and 10.2 respectively.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Exhibit Title or Description</u>
10.1	Amendment to Employment Agreement between the Company and Kevin Wilson
10.2	Amendment to Employment Agreement between the Company and John F. Armstrong

SIGNATURE

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.

DLH Holdings Corp.

By: /s/ Zachary C. Parker

Name: Zachary C. Parker

Title: Chief Executive Officer

Date: October 2, 2015

EXHIBIT INDEX

Exhibit Number	Description
10.1	Amendment to Employment Agreement between the Company and Kevin Wilson
10.2	Amendment to Employment Agreement between the Company and John F. Armstrong

EMPLOYMENT EXTENSION AGREEMENT

This EMPLOYMENT EXTENSION AGREEMENT (the "Extension Agreement"), is entered into as of September 28, 2015 (the "Amendment Date"), by and between DLH HOLDINGS CORP. (the "Company") and KEVIN WILSON (the "Executive").

RECITALS:

WHEREAS, the Company and the Executive have entered into an Employment Agreement dated as of October 1, 2013 (the "Employment Agreement"), under which the Executive is currently employed as the President of the Company's subsidiary corporation, DLH Solutions, Inc., for a term expiring on September 30, 2015;

WHEREAS, the Company and the Executive wish to extend the term of the Employment Agreement for a period ending on September 30, 2017.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings contained in this Extension Agreement, the parties agree as follows:

1. Amendment to Section 4.1 of the Employment Agreement. The Company and the Executive hereby agree that effective as of October 1, 2015, and for the duration of the Employment Agreement (after giving effect to amendments to Section 8.1 of the Employment Agreement, as provided for in this Extension Agreement), Employee shall be compensated at the rate of \$216,300 per annum, subject to such additional increases, if any, as determined by the Board of Directors, or if the Board so designates, the Management Resources and Compensation Committee of the Board (the "Committee"), in its discretion, on an annual basis at the commencement of each of the Company's fiscal years during the term of this Agreement (the "Base Salary").

2. Amendment to Extend the Employment Agreement Term. The Company and the Executive hereby agree that as of the Amendment Date, Section 8.1 of the Employment Agreement is hereby amended to extend the term of the Employment Agreement for a period ending September 30, 2017. Accordingly, the Company and the Executive hereby agree that from and after the Amendment Date, the term "Expiration Date", as used in the Employment Agreement, shall mean and be September 30, 2017 (the "Extension Term"). From and after the Amendment Date, all references in the Employment Agreement to the "term" or "duration" of the Employment Agreement shall give effect to this Extension Agreement.

3. Modification; Full Force and Effect. Except as expressly modified and superseded by this Extension Agreement, the terms, representations, warranties, covenants and other provisions of the Employment Agreement, as amended to date, are and shall continue to be in full force and effect in accordance with their respective terms until the expiration of the Extension Term or any earlier termination of the Employment Agreement. To the extent there are any inconsistencies or ambiguities between the specific subject matter of this Extension Agreement and the Employment Agreement, as amended to date, the terms of this Extension Agreement shall control.

4. References to the Employment Agreement. After the date hereof (i) the applicable portions of this Extension Agreement shall be a part of the Employment Agreement (as amended to date), and (ii) all references in the Employment Agreement (as amended to date) to "this Employment Agreement," "this Agreement" and phrases of similar import, shall give effect to this Extension Agreement.

5. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Employment Agreement, as previously amended.

6. Governing Law. This Extension Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without reference to its conflict of laws rules.

7. Entire Agreement; Modifications. This Extension Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior arrangements and

understandings between the parties, both written and oral, with respect to its subject matter. This Extension Agreement may not be amended or modified except in the manner for an amendment of the Employment Agreement as set forth therein. The observance of any term of this Extension Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) in the manner set forth in the Employment Agreement and the failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the rights at a later time to enforce the same. No waivers of or exceptions to any term, condition, or provision of this Extension Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition, or provision. This Extension Agreement shall be binding upon and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. Execution in Counterparts. This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Executed counterparts may be delivered via facsimile or other means of electronic transmission.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the parties hereto have individually signed this Extension Agreement, and in the case of the Company, have caused this Extension Agreement to be signed by its authorized representative, all as of the date first written above.

DLH HOLDINGS CORP.

EXECUTIVE

By: /s/ Zachary C. Parker
Name: Zachary C. Parker
Title: Chief Executive Officer and President

By: /s/ Kevin Wilson
Kevin Wilson

EMPLOYMENT EXTENSION AGREEMENT

This EMPLOYMENT EXTENSION AGREEMENT (the "Extension Agreement"), is entered into as of September 30, 2015 (the "Amendment Date"), by and between DLH HOLDINGS CORP. (the "Company") and John F. Armstrong (the "Executive").

RECITALS:

WHEREAS, the Company and the Executive have entered into an Employment Agreement dated as of November 29, 2013 (the "Employment Agreement"), under which the Executive is currently employed as the Executive Vice President of the Company, for a term expiring on November 30, 2015;

WHEREAS, the Company and the Executive wish to extend the term of the Employment Agreement for a term expiring on November 30, 2017;

WHEREAS, Section 4.2 of the Employment Agreement provides that the base salary payable to Executive may be increased by an amount equal to 5% the original base salary provided for in the Employment Agreement upon the determination that the performance target contemplated in such provision has been satisfied.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings contained in this Extension Agreement, the parties agree as follows:

1. Amendment to Section 4.1 of the Employment Agreement. The Company and the Executive hereby agree that effective as of October 1, 2015, and for the duration of the Employment Agreement (after giving effect to amendments to Section 8.1 of the Employment Agreement, as provided for in this Extension Agreement), Employee shall be compensated at the rate of \$225,750 per annum, subject to such additional increases, if any, as determined by the Board of Directors, or if the Board so designates, the Management Resources and Compensation Committee of the Board (the "Committee"), in its discretion, on an annual basis at the commencement of each of the Company's fiscal years during the term of this Agreement (the "Base Salary"). Employee hereby acknowledges that the increase in his Base Salary as provided for in this Extension Agreement is in full and complete satisfaction of any and all obligations of the Company arising under Section 4.2 of the Employment Agreement.

2. Amendment to Extend the Employment Agreement Term. The Company and the Executive hereby agree that effective as of the Amendment Date, Section 8.1 of the Employment Agreement is hereby amended to extend the term of the Employment Agreement for a period ending November 30, 2017. Accordingly, the Company and the Executive hereby agree that from and after the Amendment Date, the term "Expiration Date", as used in the Employment Agreement, shall mean and be November 30, 2017 (the "Extension Term"). From and after the Amendment Date, all references in the Employment Agreement to the "term" or "duration" of the Employment Agreement shall give effect to this Extension Agreement. The Employee acknowledges and agrees that this Extension Agreement satisfies in full the requirements under Section 8.2 of the Employment Agreement with respect to the expiration of the Initial Term.

3. Modification; Full Force and Effect. Except as expressly modified and superseded by this Extension Agreement, the terms, representations, warranties, covenants and other provisions of the Employment Agreement, as amended to date, are and shall continue to be in full force and effect in accordance with their respective terms until the expiration of the Extension Term or any earlier termination of the Employment Agreement. To the extent there are any inconsistencies or ambiguities between the specific subject matter of this Extension Agreement and the Employment Agreement, as amended to date, the terms of this Extension Agreement shall control.

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7. Execution in Counterparts. This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Executed counterparts may be delivered via facsimile or other means of electronic transmission.

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IN WITNESS WHEREOF, the parties hereto have individually signed this Extension Agreement, and in the case of the Company, have caused this Extension Agreement to be signed by its authorized representative, all as of the date first written above.

DLH HOLDINGS CORP.

EXECUTIVE

By: /s/ Zachary C. Parker
Name: Zachary C. Parker
Title: Chief Executive Officer and President

By: /s/ John F. Armstrong
John F. Armstrong