

**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): February 8, 2023**

**NATURAL GAS SERVICES GROUP, INC.**

(Exact Name of Registrant as Specified in Charter)

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

**1-31398**

**75-2811855**

(Commission File Number)

(IRS Employer Identification No.)

**404 Veterans Airpark Lane, Suite 300**

**Midland, TX 79705**

(Address of Principal Executive Offices)

**(432) 262-2700**

(Registrant's Telephone Number, Including Area Code)

**N/A**

(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 (*see* General Instruction A.2. below):

- 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	Name of each exchange on which registered
Common Stock, Par Value \$0.01	NGS	NYSE

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.**

This report is being filed by Natural Gas Services Group, Inc. (the “Company”). In connection with the impending departure on February 28, 2023, of Micah C. Foster, the Company’s Chief Financial Officer, on February 8, 2023, the Company entered into a Letter Agreement with James D. Faircloth pursuant to which he will be employed as the Company’s Interim Chief Financial Officer upon Mr. Foster’s departure.

Pursuant to the Letter Agreement, the Company has agreed to pay Mr. Faircloth \$100 per hour for his services. In addition, Mr. Faircloth will be eligible to receive the benefits available to all employees of the Company. The Letter Agreement is at-will and therefore may be terminated by either party at any time. It is anticipated that Mr. Faircloth will work for the Company on a full-time basis.

The description of the Letter Agreement is qualified in its entirety by reference to the copy filed as Exhibit 10.1 to this Form 8-K, which is incorporated by reference.

J.D. Faircloth, 73, has approximately 25 years of public accounting audit experience, and approximately 25 years of experience serving primarily at public and privately owned entities. In 2004, Mr. Faircloth joined Johnson, Miller & Co., CPA’s PC as an audit supervisor and became an audit partner in 2008. He served in this capacity until September 2020, at which time Johnson, Miller & Co. merged with Whitley Penn LLP, a public accounting firm, where Mr. Faircloth subsequently retired as an Audit Principal in June 2021. From 1980 through 2004, Mr. Faircloth served various public and privately owned entities as chief executive officer, chief financial officer and as a financial accounting consultant. From 1972 to 1980, Mr. Faircloth was an auditor with Peat, Marwick, Mitchell & Co. (now KPMG LLP) serving mostly public and privately owned oil and gas entities. Mr. Faircloth holds a BBA in Accounting from Hardin-Simmons University and an MBA from the University of Texas at Austin, and has been a Certified Public Accountant in Texas since 1974.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibit

The Exhibit listed below is furnished as an Exhibit to this Current Report on Form 8-K.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	Letter Agreement between Natural Gas Services Group, Inc. and James D. Faircloth dated February 8, 2023.
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, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**NATURAL GAS SERVICES GROUP, INC.**

Date: February 13, 2023

By: /s/ Stephen C. Taylor  
Stephen C. Taylor  
Interim President & Chief Executive Officer

James D. Faircloth  
6578 Rustic Villa Ln  
Frisco, TX 75036-3057

Mr. Faircloth:

We are very pleased to offer you employment at Natural Gas Services Group, Inc. (“NGS” or the “Company” or “we”). Your employment is subject to the terms and conditions set forth in this letter. Subject to those conditions, your anticipated start date is Monday, February 13, 2023.

**Position:** This offer is for the position of Interim Chief Financial Officer (“Interim CFO”). Your responsibilities will be those typically associated with an Interim CFO position, include those of the principal financial officer and principal accounting officer of NGS for purposes of applicable Securities and Exchange Commission regulations and NGS requirements. It is mutually understood that your employment will continue until terminated upon twenty (“20”) days written notice.

As Interim CFO, you will perform duties and responsibilities that are commensurate with such position and such other duties that may be assigned to you from time to time. You will report to the Board of Directors of the Company. The position of Interim CFO will be a full-time, exempt position. You shall report regularly to the company’s headquarters and may also work remotely in consultation with the CEO.

You will be expected to devote sufficient time and effort to the performance of your duties and responsibilities for NGS, and to abide by all policies and procedures.

**At-Will Employment:** Your employment with NGS will be at-will, meaning you or NGS may terminate the employment relationship at any time, for any reason, with or without notice. The at-will nature of your employment may only be changed by an express written agreement signed by you and NGS’s Chief Executive Officer.

**Compensation:** In consideration of your services, you will be paid a salary at a rate of \$100 per hour. Payroll will be paid every other week on our customary payroll dates. Payments will reflect all applicable deductions including payroll taxes and will be payable in accordance with the regular payroll practices of Precision Optics Corporation.

**Confidentiality:** In consideration of your access to the premises of the Company and/or you access to certain Confidential Information of the Company (as defined below), in connection with your business relationship with the Company, you hereby represent and agree as follows:

Definition. For purposes of this Agreement the term “**Confidential Information**” means: (i) any information which the Company possesses that has been created, discovered or developed in whole or in part by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; or (ii) any information which is related to the business of the Company and is generally not known by non-Company personnel. By way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats,

marketing plans and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, contracts and agreements, accounting information, information about the Company's financial results of operations, and other information which would an executive officer of a publicly-traded company would reasonably be expect to keep confidential.

**No Disclosure and Use.** You agree that you will hold in trust and confidence all Confidential Information and will not disclose to any person or entity, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except in good faith as may be necessary in the course of the performance of your duties for the Company and in the best interests of the Company. You further agree that you will not use, directly or indirectly, any Confidential Information without the prior written consent of the Company, except in good faith as may be necessary in the course of the performance of your duties and in the best interests of the Company.

This Section shall survive termination of your employment with the Company

**Benefits:** You will be eligible to participate in the employee benefit plans and programs generally available to NGS's employees. A list of current employee benefits will be provided to you. NGS reserves the right to amend, modify or terminate any of its benefit plans or programs at any time and for any reason.

**Conditions of Employment:** This offer of employment is contingent upon verification of your right to work in the United States, as demonstrated by your completion of an 1-9 form upon hire and your submission of acceptable documentation (as noted on the 1-9 form) verifying your identity and work authorization within three days of your start date. In addition, this offer is contingent on your execution of the Company's "Code of Business Conduct Agreement." This offer will be withdrawn if the above conditions are not satisfied.

By signing below to accept this offer of employment, you give us assurance that you have not relied on any agreement or representation, express or implied, with respect to your employment that is not set forth expressly in this letter. You also represent that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities, such as non-competition, non-solicitation or other work-related restrictions imposed by a current or former employer. You also confirm that you will inform NGS about any such restrictions and provide NGS with as much information about them as possible.

J.D., we are looking forward to having you join the team. Please do not hesitate to contact us if you have any questions.

Regards,

/s/ Stephen C. Taylor  
Signature

Stephen C. Taylor  
Chief Executive Officer

404 Veterans Airpark Lane, Suite 300 Midland TX 79705 432-262-2700

**Employee Acceptance**

I, James D. Faircloth, hereby accept the offer of employment as herein stated.

/s/: James D. Faircloth  
Signature

Feb 8, 2023  
Date

404 Veterans Airpark Lane, Suite 300 Midland TX 79705 432-262-2700