

**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 30, 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**

### Extension of Stephen C. Taylor as Interim Chief Executive Officer and President

As previously reported, Stephen C. Taylor was appointed as the Interim President and Chief Executive Officer of Natural Gas Services Group, Inc. (the “Company”) on November 11, 2022 and he agreed to serve in such capacity through June 30, 2023, while the Company engaged in a search for a permanent Chief Executive Officer. On June 30, 2023, the Company entered into an Interim CEO Agreement with Mr. Taylor (the “Agreement”) pursuant to which he will continue to serve the Company as its Interim CEO and President while the Company continues its permanent CEO search.

Pursuant to the Agreement, the Company and Mr. Taylor have agreed to extend his service as Interim CEO and President from July 1, 2023 until the earlier of (i) December 31, 2023 or (ii) the date that a successor CEO commences service with the Company in such capacity (the “Extended Interim CEO Period”). In connection with the extension, (i) Mr. Taylor has been granted a restricted stock unit award for 10,101 shares of common stock with a value of \$100,000 based on the closing price of the Company’s common stock of \$9.90 per share on June 30, 2023, which will vest one year from the date of grant, (ii) Mr. Taylor will be continue to be paid his current salary of \$51,000 per month and (iii) if the Extended Interim CEO Period ends on or before (A) September 30, 2023, the Company will pay Mr. Taylor a bonus of \$85,000 or (B) October 31, 2023 but after September 30, 2023, the Company will pay Mr. Taylor a bonus of \$60,000.

Upon the end of the Extended Interim CEO Period, Mr. Taylor will resign all of his executive officer positions but has agreed to remain as Chairman of the Board and provide transition services for a full six months (and any partial month) following the end of the Extended Interim CEO Period. Mr. Taylor’s current board term expires at the 2026 Annual Meeting. During the transition period, Mr. Taylor will be paid \$30,000 per month and continued participation in all applicable employee benefit plans.

The Agreement does not in any way modify or terminate the Retirement Agreement dated May 17, 2022, between the Company and Mr. Taylor.

The description of the 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.

### Appointment of Donald J. Tringali as Lead Independent Director

On June 30, 2023, the Board of Directors appointed Donald J. Tringali as the lead independent director of the Board of Directors of the Company. David L. Bradshaw, who served as lead independent director prior to Mr. Tringali’s appointment, continues as a director on the Board and as Chairman of the Audit Committee and member of the Compensation Committee and Safety and Sustainability Committee.

## **Item 8.01 Other Events**

On July 5, 2023, the Company issued a press release announcing the matters set forth in this report. A copy of the Company’s July 5, 2023, press release is filed herewith as Exhibit 99.1.

The press release filed herewith as Exhibit 99.1 is being furnished and shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to liability under that section, and it shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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

(d) Exhibits.

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The following exhibits are included with this Current Report on Form 8-K:

<b>Exhibit No.</b>	<b>Description</b>
10.1	Interim CEO Agreement between Natural Gas Services Group, Inc. and Stephen C. Taylor dated June 30, 2023.
99.1	Press Release dated July 5, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

#### **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: July 5, 2023

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

## INTERIM CEO AGREEMENT

This Interim CEO Agreement (this “Agreement”) is entered into by and between NATURAL GAS SERVICES GROUP, INC., a Colorado corporation (the “Company”), and Stephen C. Taylor (“Executive,” and, together with the Company, the “Parties”), as of June 30, 2023.

WHEREAS, Executive is currently the Chairman, Interim Chief Executive Officer and President of the Company; and

WHEREAS, on or about May 17, 2022, the Parties entered into a Retirement Agreement (the “Retirement Agreement”) which set out the terms, including payment of contractual severance and other compensation, pursuant to which Executive would retire his positions as President and CEO of the Company; and

WHEREAS, under the Retirement Agreement, Executive received certain compensation payments over the “Transition Period” (as defined in the Retirement Agreement), which expires June 30, 2023; and

WHEREAS, on November 11, 2022, upon the resignation of the then Interim CEO, Executive was appointed, Interim President and CEO and agreed to serve until a replacement was appointed, up to but not beyond June 30, 2023; and

WHEREAS, Executive has served in such role at no additional compensation beyond what the Company was obligated to pay Executive under the Retirement Agreement; and

WHEREAS, Executive was re-elected on June 15, 2023 by the shareholders of the Company to a three-year term on the Board of Directors and is presently serving as Chairman of the Board, and

WHEREAS, the Company is engaged in a search for a successor CEO but does not expect to have a replacement in-place by June 30, 2023; and

WHEREAS, the Company desires continuity of management until a successor CEO is appointed and has requested that Executive continue to serve in the capacity of Interim CEO and President until the earlier of December 31, 2023, or until a successor CEO is appointed.

NOW, THEREFORE, in consideration of the mutual promises, agreements, the Parties agree as follows:

1. Extended Interim CEO Period. Executive will continue to serve as Interim CEO and President of the Company from July 1, 2023 until the earlier of (i) December 31, 2023 or (ii) the date that a successor CEO commences service with the Company in such capacity (the “Extended Interim CEO Period”).

a. In consideration for Executive’s agreement to serve in such capacity, the Company shall (1) award Executive RSUs valued at \$100,000 based on the closing price of the Company’s shares on June 30, 2023, to vest one year from 2 date of award and (2) pay Executive cash compensation at a rate of \$51,000 per month for all full or partial months (without proration) during which Executive is the Interim CEO, payable in accordance with the Company’s regular payroll practices. In addition, to help incentivize Executive in connection with identifying a successor CEO expeditiously, if the Extended Interim CEO Period ends on or before (A) September 30, 2023, Company will pay Executive a bonus of \$85,000 or (B) October 31, 2023 but after September 30, 2023, Company will pay Executive a bonus of \$60,000.

b. Upon the end of the Extended Interim CEO Period, the Executive shall resign all offices at the Company and its affiliates except that, subject to paragraph 3 below, Executive shall retain the position of Chairman of the Board of the Company and perform Transition Services during the CEO Transition Period, as described below.

2. CEO Transition Period: The “CEO Transition Period” shall commence upon the end of the Extended Interim CEO Period and end on the last day of 6th full month following commencement of the CEO Transition Period. For example, if the CEO Transition Period begins on October 25, 2023, it would end on April 30, 2024; if it begins on

November 5, 2023 it would end on May 31, 2024. Unless the parties specifically agree in writing, in no event shall the CEO Transition Period extend beyond June 30, 2024. During the CEO Transition Period the Executive shall continue to perform Transition Services as defined in the Retirement Agreement, and shall receive, as full and complete compensation for the Transition Services, the sum of \$30,000 per month and continued participation in all applicable employee benefit plans, pursuant to the terms of such plans, commencing on the first day of the first month following the commencement of the CEO Transition Period (i.e., to avoid “double payment” for the first partial month of the CEO Transition Period because Executive’s pay for that month is as stated under paragraph 1.a above).

a. At the conclusion of the CEO Transition Period Executive shall resign as an employee from the Company and, subject to paragraph 3 below, retain his position solely as Chairman of the Board and receive compensation payable to non-employee directors. Executive will be eligible to receive annual equity awards to directors at the next regular annual grant of equity to directors.

3. **Termination.** The Company may terminate Executive’s employment at any time only for Cause (as defined in the Retirement Agreement) in which case the Company’s obligation to pay compensation under this Agreement shall terminate; provided, if Executive remains on the Board following a termination for Cause, Executive would be entitled to compensation payable to non-employee directors. For clarity, the Company cannot by contract take away the discretion of the Board regarding the election of its officers or Board Chair. While Executive’s employment during the Interim CEO Period or the CEO Transition Period may only be terminated by the Company for Cause, the election of another individual as Interim CEO, CEO, President or Chair of the Board shall not be considered a breach of this Agreement or termination of employment, nor reduce any of 3 the compensation or other obligations under this Agreement or have any impact on any other provision of this Agreement.

4. **No Impact on Retirement Agreement.** Nothing in this Agreement shall change, modify or adversely impact any of (i) Executive’s rights under the Retirement Agreement, including, but not limited to and without exception, all payments, compensation, stock awards and stock vesting due Executive on June 30, 2023 and all benefits as specifically noted in the Retirement Agreement (for the avoidance of doubt, Executive’s other retirement benefits provided for in the Retirement Agreement, including participation in continuing health and life insurance benefits and deferred compensation plans shall commence upon Executive ceasing to be an employee of the Company at the end of the CEO Transition Period) or (ii) Executives representations, promises, obligations or limitations set forth in the Retirement Agreement. Except for the reference to certain defined terms or as otherwise set forth herein, this Agreement and the Retirement Agreement are separate contracts, and are not to be combined nor incorporated together in their intent, language or meaning. In no event shall Executive’s benefits or entitlements as set forth in the Retirement Agreement be reduced in any manner.

The parties have executed this Agreement effective as of the date set forth above.

**COMPANY**

**Natural Gas Services Group, Inc.**

By: /s/ Donald J. Tringali

Donald J. Tringali

Lead Independent Director

**EXECUTIVE**

**Stephen C. Taylor**

By: /s/ Stephen C. Taylor

Stephen C. Taylor



**Natural Gas Services Group, Inc. Announces Extension of Interim Chief Executive Officer Tenure and Appointment of Lead Independent Director**

Midland, Texas, July 05, 2023 (GLOBE NEWSWIRE) Natural Gas Services Group, Inc. (“NGS” or the “Company”) (NYSE:NGS), a leading provider of natural gas compression equipment and services to the energy industry, announced that Stephen C. Taylor has agreed to continue to serve as Interim Chief Executive Officer and President of the Company until the earlier of December 31, 2023, or the appointment of a successor and that Donald J. Tringali has been appointed Lead Independent Director, succeeding director David L. Bradshaw in the role.

“Although the Company has been through a year of transition, we have been extremely active from an operational and Board perspective,” said Taylor. “We have a strong team in-place that is focused and executing on our growth initiatives and we are enthusiastic about the future. I am pleased to continue in my interim role as we search for the next leader of the Company.”

About Natural Gas Services Group, Inc. (NGS): NGS is a leading provider of gas compression equipment, services, and technology to the energy industry. The Company manufactures, fabricates, rents, sells, and maintains natural gas compression equipment for oil and natural gas upstream providers and midstream facilities. NGS is headquartered in Midland TX with manufacturing and fabrication facilities located in Tulsa OK and Midland. The Company maintains service facilities in major energy producing basins in the U.S. Additional information can be found at [www.ngsgi.com](http://www.ngsgi.com).