

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):  
**July 29, 2016**

Commission File Number:  
**0-17449**

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**PROCYON CORPORATION**

(Exact name of Registrant as specified in its charter)

**Colorado**  
(State of incorporation)

**59-3280822**  
(I.R.S. Employer Identification Number)

1300 S. HIGHLAND  
CLEARWATER, FL 33756  
(727) 447-2998  
(Address of principal executive  
offices and telephone number)

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 1.01 Entry Into a Material Definitive Agreement.**

On July 29, 2016, Procyon Corporation's (the "Company") Board of Directors approved Restated and Amended Executive Employment Agreements entered into between the Company, Amerx and (i) Regina W. Anderson, the Chief Executive Officer of the Company; (ii) Justice W. Anderson, the President of our operating subsidiary, Amerx Health Care Corporation ("Amerx"), (iii) James B. Anderson, the Company's Chief Financial Officer and the Vice President of Operations of Amerx; and (iv) George Borak, the Vice President of Sales of Amerx.

Regina W. Anderson's Restated and Amended Executive Employment Agreement, which is effective July 1, 2016, provides for a base annual salary of \$158,000 and other benefits, including certain incentive bonus compensation based upon the Company exceeding \$3 million in annual net sales. Ms. Anderson's Agreement calls for a term of one year, but may be terminated by either party, with or without cause, upon thirty day's written notice.

Justice W. Anderson's Restated and Amended Executive Employment Agreement, which is effective July 1, 2016, provides for a base annual salary of \$210,000 and other benefits, including certain incentive bonus compensation based upon Amerx achieving certain financial goals for sales and net profit and at the discretion of the Board of Directors. Mr. Anderson's Agreement calls for a term of one year, but may be terminated by either party, with or without cause, upon thirty day's written notice.

James B. Anderson's Restated and Amended Executive Employment Agreement, which is effective July 1, 2016, provides for a base annual salary of \$150,000 and other benefits, including short-term and long-term incentive bonus compensation based upon Amerx achieving certain operational and financial goals and at the discretion of the Board of Directors. Mr. Anderson's Agreement calls for a term of one year, but may be terminated by either party, with or without cause, upon thirty day's written notice.

George Borak's Restated and Amended Executive Employment Agreement, which is effective July 1, 2016, provides for a base annual salary of \$150,000 and other benefits, including certain incentive bonus compensation based upon Amerx achieving certain financial goals for sales and net profit and at the discretion of the Board of Directors. Mr. Borak's Agreement calls for a term of one year, but may be terminated by either party, with or without cause, upon thirty day's written notice.

A copy of Regina W. Anderson's Restated and Amended Executive Employment Agreement is attached to this report and incorporated herein as Exhibit 10.1. A copy of Justice W. Anderson's Restated and Amended Executive Employment Agreement is attached to this report and incorporated herein as Exhibit 10.2. A copy of James B. Anderson's Restated and Amended Executive Employment Agreement is attached to this report and incorporated herein as Exhibit 10.3. A copy of George Borak's Restated and Amended Executive Employment Agreement is attached to this report and incorporated herein as Exhibit 10.4.

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

## **Certain Officers; Compensatory Arrangements of Certain Officers.**

As set forth above, the Company and Amerx entered into Restated and Amended Executive Employment Agreements with Regina W. Anderson, Justice W. Anderson, James B. Anderson and George Borak, as approved by our Board of Directors on July 29, 2016. Copies of Regina W. Anderson's, Justice W. Anderson's, James B. Anderson's and George Borak's Restated and Amended Executive Employment Agreements are attached to this report and incorporated herein, respectively.

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

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Restated and Amended Executive Employment Agreement of Regina W. Anderson.
10.2	Restated and Amended Executive Employment Agreement of Justice W. Anderson.
10.3	Restated and Amended Executive Employment Agreement of James B. Anderson.
10.4	Restated and Amended Executive Employment Agreement of George Borak.

### **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.

Date: August 10, 2016

Procyon Corporation  
By: /s/ Regina W. Anderson  
Regina W. Anderson,  
Chief Executive Officer

## **RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT**

This RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), is effective July 1, 2016, by and between Procyon Corporation, a Colorado corporation ("Procyon") and Regina W. Anderson (the "Executive").

WHEREAS, Procyon has, prior to the date of this Agreement, employed the Executive as its Chief Executive Officer and Chairman of the Board of Directors; and

WHEREAS, Procyon desires to continue to employ the Executive on a full-time basis, and the Executive desires to be so employed by Procyon, pursuant to the terms of this Agreement;

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

### **ARTICLE I**

#### **EMPLOYMENT DUTIES AND BENEFITS**

Section 1.1 Employment. Procyon hereby employs the Executive in the position described on Schedule 1 hereto as an executive officer of Procyon, pursuant to the terms of this Agreement. The Executive accepts such employment and agrees to perform the duties and responsibilities assigned to her pursuant to this Agreement.

Section 1.2 Duties and Responsibilities. The Executive shall hold the positions with Procyon which are specified on Schedule 1, which is attached hereto and incorporated herein by reference. The Executive is employed pursuant to the terms of this Agreement and agrees to devote full-time to the business of Procyon. The Executive shall perform the duties set forth on Schedule 1 while employed as an executive officer, and such further duties as may be determined and assigned to her from time-to-time by the Board of Directors of Procyon.

Section 1.3 Working Facilities. The Executive shall be furnished with facilities and services suitable to the position and adequate for the performance of the Executive's duties under this Agreement. The Executive's duties shall be rendered at Procyon's offices, or at such other place or places as the Executive may designate with Procyon's approval, which shall not be unreasonably withheld.

Section 1.4 Vacations. The Executive shall be entitled each year to a reasonable vacation of not less than four weeks in accordance with the established practices of Procyon

now or hereafter in effect for executive personnel, during which time the Executive's compensation shall be paid in full. Should Procyon from time-to-time require the Executive to perform job duties during vacation periods, the Executive shall be entitled to compensatory vacation time at a mutually agreeable time.

Section 1.5 Expenses. The Executive is authorized to incur reasonable expenses for promoting the domestic and international business of Procyon in all respects, including expenses for entertainment, travel and similar items. Procyon will reimburse the Executive for all such expenses that are reasonably related to Procyon's business and primarily for Procyon's benefit, upon the presentation by the Executive, from time-to-time, of an itemized account of such expenditures. Such expenses shall be reviewed and approved by Procyon's Chief Financial Officer.

Section 1.6 Benefit Plans. From the effective date of this Agreement, the Executive shall be entitled to participate in all existing benefit plans provided to Procyon's executive employees, including, to the extent now or hereafter in effect, medical, health, dental, vision, disability, life insurance and death benefit plans, in accordance with the terms of such plans.

## **ARTICLE II COMPENSATION**

Section 2.1 Base Salary. Procyon shall pay to the Executive a base salary of not less than the amount specified on Schedule 1, subject to annual review and raises in such base salary. The base salary may be changed by action of Procyon's Board of Directors, and such changes shall thereafter be included in the Executive's base salary as defined for purposes of this Agreement and Procyon's bonus plan.

Section 2.2 Bonus and Bonus Plan Participation. The Executive shall be entitled to receive certain short term incentive bonuses, as described, and pursuant to the conditions set forth, in Schedule 1. The Executive shall also be entitled to receive bonuses in accordance with the provisions of the Procyon-wide bonus plan as in effect from time to time.

## **ARTICLE III TERM OF EMPLOYMENT AND TERMINATION**

Section 3.1 Term and Nature of Employment. This Agreement shall be for a term of one year, commencing on its effective date, subject, however, to termination during such

period as provided in this Article and approval of the Board of Directors of Procyon in its annual meeting. Nothing contained in this Agreement shall be construed to constitute a promise of employment to the Executive for a fixed term. Executive's employment under this Agreement is strictly "at will," and may be terminated by the Executive or Procyon, upon thirty days written notice, for any reason or no reason, with or without cause.

Section 3.2 Renewal of Term. Subject to Procyon's Board of Directors' approval, Executive's employment shall be extended for one additional year at the end of each year of the term, or extended term, of this Agreement on the same terms and conditions as contained in this Agreement, unless either Procyon or the Executive shall, prior to the expiration of the initial term or of any renewal term, give written notice of the intention not to renew this Agreement.

Section 3.5 Termination. In the event of termination of this Agreement by the Executive or Procyon for any reason, including termination by death or disability of the Executive, Procyon shall be obligated to compensate the Executive for any accrued vacation time not taken and any earned but unpaid base salary and any earned but unpaid bonuses up to the date of termination.

Section 3.6 Options. Any options granted to the Executive to purchase stock of Procyon shall become fully vested on the date of the involuntary termination of this Agreement. This provision shall serve as a contractual modification of any option grants or agreements between the Executive and Procyon, whether such grants or agreements shall pre-date or postdate this Agreement, and is hereby incorporated by reference into each such option grant or agreement.

## **ARTICLE IV GENERAL MATTERS**

Section 4.1 Governing Law. This Agreement shall be governed by the laws of the State of Florida and shall be construed in accordance therewith.

Section 4.2 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 4.3 Amendment. This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by each of the parties.

Section 4.4 Benefit. This Agreement shall be binding upon the Executive and Procyon, and shall not be assignable by Procyon without the Executive's written consent.

Section 4.5 Construction. Throughout this Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

Section 4.6 Text to Control. The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

Section 4.7 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had not been included in the Agreement.

Section 4.8 Authority. The officer executing this Agreement on behalf of Procyon has been empowered and directed to do so by the Board of Directors of Procyon.

Section 4.9 Effective Date. The effective date of this Agreement shall be July 1, 2016.

PROCYON CORPORATION

EXECUTIVE:

By: /s/ James B. Anderson  
James B. Anderson  
Chief Financial Officer

/s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer and  
Chairman of the Board of Directors

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

By: /s/ Joseph R. Treshler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation Committee

**FY 2017**  
**PROCYON CORPORATION**  
**RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT**  
**Schedule 1**  
**Salary and Benefit Statement**

Executive: Regina W. Anderson Date: July 1, 2016

Position: Procyon Corporation: Chief Executive Officer/Chairman of the Board

Reporting to: Procyon Board of Directors

Annual Base  
Salary: \$158,000, annually

Benefits: As outlined in this Executive Employment Agreement and the current Procyon Corporation Employee Handbook.

Term: As described in Section 3.1 of the Executive Employment Agreement. The terms of the Short Term Growth Incentive Bonus described below shall be reviewed annually, and any amendment thereto be made with the mutual agreement of the Board of Directors and the Executive.

**Duties and**

**Responsibilities:** Provide oversight of Procyon operations; preside over Procyon Board meetings as Chairman of the Board; provide oversight of Amerx Health Care Corporation (the wholly-owned subsidiary of Procyon) executive officers; build company team and corporate culture through HR responsibilities; oversee corporate financial reporting; maintain shareholder communications; communicate corporate news and events; direct, implement and manage compliance with SEC rules and regulations; develop and coordinate marketing efforts for Amerx Health Care; and such other matters as determined from time to time by the Board.

**Short Term  
Profit  
Incentive**

**Bonus:** Executive will be entitled to an annual short-term incentive bonus, payable as set forth below, based on accomplishing the following benchmarks, which shall be based upon Procyon's net income before NOL provided fiscal 2017 consolidated company net sales exceed \$3,000,000.



- 3% Incentive: Executive to be paid 3% of Procyon's net income before NOL for the fiscal year provided net sales exceed \$3,000,000.
- The Short Term Incentive Bonus will be paid by Procyon to the Executive in September of the applicable year, after the close of the fiscal year end.

APPROVED:

PROCYON CORPORATION:

EXECUTIVE:

By: /s/ James B. Anderson  
James B. Anderson  
Chief Financial Officer

/s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer and  
Chairman of the Board of Directors

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

By: /s/ Joseph R. Treshler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation Committee

**Effective Date: July 1, 2016**

## **RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT**

This RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT (the “Agreement”), is effective July 1, 2016, by and between Amerx Health Care Corporation, a Florida corporation (“Amerx”), Procyon Corporation, a Colorado corporation (“Procyon”) and James B. Anderson (the “Executive”).

WHEREAS, Amerx has, prior to the date of this Agreement, employed the Executive as its Vice President of Operations; and

WHEREAS, Executive is employed by Procyon as its Chief Financial Officer; and

WHEREAS, Procyon, the parent corporation of Amerx, has agreed to provide some of the benefits to Executive under this Agreement; and

WHEREAS, Amerx desires to continue to employ the Executive on a full-time basis, and the Executive desires to be so employed by Amerx, pursuant to the terms of this Agreement;

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

### **ARTICLE I**

#### **EMPLOYMENT DUTIES AND BENEFITS**

Section 1.1 Employment Amerx hereby employs the Executive in the position described on Schedule 1 hereto as an executive officer of Amerx, pursuant to the terms of this Agreement. The Executive accepts such employment and agrees to perform the duties and responsibilities assigned to him pursuant to this Agreement.

Section 1.2 Duties and Responsibilities. The Executive shall hold the positions with Amerx and Procyon which are specified on Schedule I, which is attached hereto and incorporated herein by reference. The Executive is employed pursuant to the terms of this Agreement and agrees to devote full-time to the business of Amerx and Procyon. The Executive shall perform the duties set forth on Schedule 1 while employed as an executive officer, and such further duties as may be determined and assigned to him from time-to-time by the Chief Executive Officer or the Board of Directors of Procyon, the parent corporation of Amerx.

Section 1.3 Working Facilities. The Executive shall be furnished with facilities and services suitable to the position and adequate for the performance of the Executive's duties under this Agreement. The Executive's duties shall be rendered at Amerx's offices, or at such other place or places as the Executive may designate with Amerx's approval, which shall not be unreasonably withheld.

Section 1.4 Vacations. The Executive shall be entitled each year to a reasonable vacation of not less than four weeks in accordance with the established practices of Procyon now or hereafter in effect for executive personnel, during which time the Executive's compensation shall be paid in full. Should Amerx or Procyon from time-to-time require the Executive to perform job duties during vacation periods, the Executive shall be entitled to compensatory vacation time at a mutually agreeable time.

Section 1.5 Expenses. The Executive is authorized to incur reasonable expenses for promoting the domestic and international business of Amerx and Procyon in all respects, including expenses for entertainment, travel and similar items. Amerx or Procyon, as applicable, will reimburse the Executive for all such expenses that are reasonably related to Amerx's or Procyon's business and primarily for Amerx's and/or Procyon's benefit, upon the presentation by the Executive, from time-to-time, of an itemized account of such expenditures. Such expenses shall be reviewed and approved by Procyon's Chief Executive Officer.

Section 1.6 Benefit Plans. From the effective date of this Agreement, the Executive shall be entitled to participate in all existing benefit plans provided to Procyon's executive employees, including, to the extent now or hereafter in effect, medical, health, dental, vision, disability, life insurance and death benefit plans, in accordance with the terms of such plans.

## **ARTICLE II**

### **COMPENSATION**

Section 2.1 Base Salary. Amerx shall pay to the Executive a base salary of not less than the amount specified on Schedule 1, subject to annual review and raises in such base salary. The base salary may be changed by action of Procyon's Board of Directors, and such changes shall thereafter be included in the Executive's base salary as defined for purposes of this Agreement and Procyon's bonus plan.

Section 2.2 Bonus and Bonus Plan Participation. The Executive shall be entitled to receive certain short term and long term incentive bonuses, as set forth, and pursuant to the conditions set forth, in Schedule 1. The Executive shall also be entitled to receive incentive bonuses in accordance with the provisions of the Procyon-wide bonus plan as in effect from time to time.

### **ARTICLE III**

#### **TERM OF EMPLOYMENT AND TERMINATION**

Section 3.1 Term and Nature of Employment. This Agreement shall be for a term of one year, commencing on its effective date, subject, however, to termination during such period as provided in this Article and approval of the Board of Directors of Procyon in its annual meeting. Nothing contained in this Agreement shall be construed to constitute a promise of employment to the Executive for a fixed term. Executive's employment under this Agreement is strictly "at will," and may be terminated by the Executive, Amerx or Procyon, upon thirty days written notice, for any reason or no reason, with or without cause.

Section 3.2 Renewal of Term. Subject to Procyon's Board of Directors' approval, Executive's employment shall be extended for one additional year at the end of each year of the term, or extended term, of this Agreement on the same terms and conditions as contained in this Agreement, unless either Amerx, Procyon or the Executive shall, prior to the expiration of the initial term or of any renewal term, give written notice of the intention not to renew this Agreement.

Section 3.5 Termination. In the event of termination of this Agreement by the Executive or Procyon or Amerx for any reason, including termination by death or disability of the Executive, Amerx shall be obligated to compensate the Executive for any accrued vacation time not taken and any earned but unpaid base salary and any earned but unpaid bonuses up to the date of termination.

Section 3.6 Options. Any options granted to the Executive to purchase stock of Procyon shall become fully vested on the date of the involuntary termination of this Agreement. This provision shall serve as a contractual modification of any option grants or agreements between the Executive and Procyon, whether such grants or agreements shall pre-date or postdate this Agreement, and is hereby incorporated by reference into each such option grant or agreement.

**ARTICLE IV**  
**GENERAL MATTERS**

Section 4.1 Governing Law. This Agreement shall be governed by the laws of the State of Florida and shall be construed in accordance therewith.

Section 4.2 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 4.3 Amendment. This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by each of the parties.

Section 4.4 Benefit. This Agreement shall be binding upon the Executive, Procyon and Amerx, and shall not be assignable by Procyon or Amerx without the Executive's written consent.

Section 4.5 Construction. Throughout this Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

Section 4.6 Text to Control. The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

Section 4.2 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had not been included in the Agreement.

Section 4.8 Authority. The officer executing this Agreement on behalf of Procyon and Amerx has been empowered and directed to do so by the Board of Directors of Procyon.

Section 4.9 Effective Date. The effective date of this Agreement shall be July 1, 2016.

PROCYON CORPORATION

AMERX HEALTH CARE CORPORATION

By: /s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer

By: /s/ Justice W. Anderson  
Justice W. Anderson  
President

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

EXECUTIVE:

/s/ James B. Anderson  
James B. Anderson  
Vice President of Operations

By: /s/ Joseph R. Tresler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation Committee

**FY 2017**

**PROCYON CORPORATION  
AMERX HEALTH CARE CORPORATION  
RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT  
Schedule 1  
Salary and Benefit Statement**

Executive: James B. Anderson Date July 1, 2016

Position: Amerx Health Care Corporation: Vice President of Operations  
Procyon Corporation: Chief Financial Officer

Reporting to: Regina W. Anderson, Chief Executive Officer, Procyon Corporation  
Justice W. Anderson, President, Amerx Health Care  
Procyon Corporation Board of Directors

Base Salary: \$150,000, annually

Benefits: As outlined in this Executive Employment Agreement.

Term: As described in Section 3.1 of the Executive Employment Agreement.  
  
The terms of the Amerx Sales Incentive and Profit Bonuses described below shall be reviewed annually, and any amendment thereto to be made with the mutual agreement of Procyon, Amerx and the Executive.

Benefits: As outlined in this Executive Employment Agreement and the current Procyon Corporation Employee Handbook.

Term: As described in Section 3.1 of the Executive Employment Agreement.  
  
The terms of the Amerx Sales Incentive and Profit Bonuses described below shall be reviewed annually, and any amendment thereto to be made with the mutual agreement of Procyon, Amerx and the Executive.

Responsibilities: Procyon Corporation - title: Chief Financial Officer

- Oversee and Manage all financial record keeping, quarterly and annual financial reporting, SEC filings, quarterly, annual audits and payroll.
- Amerx Health Care Corporation - title: Vice President of Operations
- Management, supervision and coordination of accounting staff, weekly/monthly financial reporting and accuracy of un-audited reporting of financials.
- Support the Management, supervision and coordination of sourcing and manufacturing of all Amerx products.
- Management and supervision of daily operation of administrative support staff and warehouse staff.

- Oversight of IT operations, performance and proficiencies.
- Direct and Oversee all FDA regulatory requirements, SOP, quality controls, testing, filing and documentation of manufacturing processes.

Profit Incentive: The profit incentive, which includes profit from product sales, as well as profit from other activities which may designated from time to time by the Board of Directors, will be based on audited fiscal year 2017.

**Profit Bonus**

for Amerx: If Amerx profit is \$250,000 or more, but less than \$500,000, the Executive will receive a cash payment equal to 2.4% of the total profit.

If Amerx profit is \$500,000 or more, but less than \$750,000, the Executive will receive a cash payment equal to 3% of the total profit.

If Amerx profit is \$750,000 or more, but less than \$1,000,000, the Executive will receive a cash payment equal to 3.25% of the total profit.

If Amerx profit is \$1,000,000 or more, the Executive will receive a cash payment equal to 3.45% of the total profit.

The Profit Incentive Bonus for Amerx will be paid by Amerx to Executive after the close of the fiscal year end.

**APPROVED:**

**PROCYON CORPORATION**

By: /s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

By: /s/ Joseph R. Treshler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation Committee

**AMERX HEALTH CARE CORPORATION**

By: /s/ Justice W. Anderson  
Justice W. Anderson  
President

**EXECUTIVE:**  
/s/ James B. Anderson  
James B. Anderson  
Vice President of Operations

**Effective Date: July 1, 2016**



## **RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT**

This RE-STATEMENT AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), is effective July 1, 2016, by and between Amerx Health Care Corporation, a Florida corporation ("Amerx"), Procyon Corporation, a Colorado corporation ("Procyon") and Justice W. Anderson (the "Executive").

WHEREAS, Amerx has, prior to the date of this Agreement, employed the Executive as its President; and

WHEREAS, Executive is employed by Procyon as an executive officer; and

WHEREAS, Procyon, the parent corporation of Amerx, has agreed to provide some of the benefits to Executive under this Agreement; and

WHEREAS, Amerx desires to continue to employ the Executive on a full-time basis, and the Executive desires to be so employed by Amerx, pursuant to the terms of this Agreement;

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

### **ARTICLE I**

#### **EMPLOYMENT DUTIES AND BENEFITS**

Section 1.1 Employment. Amerx hereby employs the Executive in the position described on Schedule 1 hereto as an executive officer of Amerx, pursuant to the terms of this Agreement. The Executive accepts such employment and agrees to perform the duties and responsibilities assigned to him pursuant to this Agreement.

Section 1.2 Duties and Responsibilities. The Executive shall hold the position with Amerx which is specified on Schedule 1, which is attached hereto and incorporated herein by reference. The Executive is employed pursuant to the terms of this Agreement and agrees to devote full-time to the business of Amerx. The Executive shall perform the duties set forth on Schedule 1 while employed as an executive officer, and such further duties as may be determined and assigned to him from time-to-time by the Chief

Executive Officer or the Board of Directors of Procyon Corporation, the parent corporation of Amerx (“Procyon”).

Section 1.3 Working Facilities. The Executive shall be furnished with facilities and services suitable to the position and adequate for the performance of the Executive’s duties under this Agreement. The Executive’s duties shall be rendered at Amerx’s offices, or at such other place or places as the Executive may designate with Amerx’s approval, which shall not be unreasonably withheld.

Section 1.4 Vacations. The Executive shall be entitled each year to a reasonable vacation of not less than four weeks in accordance with the established practices of Procyon now or hereafter in effect for executive personnel, during which time the Executive’s compensation shall be paid in full. Should Amerx from time-to-time require the Executive to perform job duties during vacation periods, the Executive shall be entitled to compensatory vacation time at a mutually agreeable time.

Section 1.5 Expenses. The Executive is authorized to incur reasonable expenses for promoting the domestic and international business of Amerx in all respects, including expenses for entertainment, travel and similar items. Amerx will reimburse the Executive for all such expenses that are reasonably related to Amerx’s business and primarily for Amerx’s benefit, upon the presentation by the Executive, from time-to-time, of an itemized account of such expenditures. Such expenses shall be reviewed and approved by Procyon’s Chief Financial Officer.

Section 1.6 Benefit Plans. From the effective date of this Agreement, the Executive shall be entitled to participate in all existing benefit plans provided to Procyon’s executive employees, including, to the extent now or hereafter in effect, medical, health, dental, vision, disability, life insurance and death benefit plans, in accordance with the terms of such plans.

## **ARTICLE II**

### **COMPENSATION**

Section 2.1 Base Salary. Amerx shall pay to the Executive a base salary of not less than the amount specified on Schedule 1, subject to annual review and raises in such base salary. The base salary

may be changed by action of Procyon's Board of Directors, and such changes shall thereafter be included in the Executive's base salary as defined for purposes of this Agreement and Procyon's bonus plan.

Section 2.2 Bonus and Bonus Plan Participation. The Executive shall be entitled to receive certain incentive bonuses, as set forth, and pursuant to the conditions set forth, in Schedule 1. The Executive shall also be entitled to receive bonuses in accordance with the provisions of the Procyon-wide bonus plan as in effect from time to time.

### **ARTICLE III**

#### **TERM OF EMPLOYMENT AND TERMINATION**

Section 3.1 Term and Nature of Employment. This Agreement shall be for a term of one year, commencing on its effective date, subject, however, to termination during such period as provided in this Article and approval of the Board of Directors of Procyon in its annual meeting. Nothing contained in this Agreement shall be construed to constitute a promise of employment to the Executive for a fixed term. Executive's employment under this Agreement is strictly "at will," and may be terminated by the Executive, Amerx or Procyon, upon thirty days written notice, for any reason or no reason, with or without cause.

Section 3.2 Renewal of Term. Subject to Procyon's Board of Directors' approval, Executive's employment shall be extended for one additional year at the end of each year of the term, or extended term, of this Agreement on the same terms and conditions as contained in this Agreement, unless either Amerx, Procyon or the Executive shall, prior to the expiration of the initial term or of any renewal term, give written notice of the intention not to renew this Agreement.

Section 3.5 Termination. In the event of termination of this Agreement by the Executive or Procyon or Amerx for any reason, including termination by death or disability of the Executive, Amerx shall be obligated to compensate the Executive for any accrued vacation time not taken and any earned but unpaid base salary and any earned but unpaid bonuses up to the date of termination.

Section 3.6 Options. Any options granted to the Executive to purchase stock of Procyon shall become fully vested on the date of the involuntary termination of this Agreement. This provision shall

serve as a contractual modification of any option grants or agreements between the Executive and Procyon, whether such grants or agreements shall pre-date or postdate this Agreement, and is hereby incorporated by reference into each such option grant or agreement.

## **ARTICLE IV**

### **GENERAL MATTERS**

Section 4.1 Governing Law. This Agreement shall be governed by the laws of the State of Florida and shall be construed in accordance therewith.

Section 4.2 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 4.3 Amendment. This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by each of the parties.

Section 4.4 Benefit. This Agreement shall be binding upon the Executive, Procyon and Amerx, and shall not be assignable by Procyon or Amerx without the Executive's written consent.

Section 4.5 Construction. Throughout this Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

Section 4.6 Text to Control. The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

Section 4.7 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had not been included in the Agreement.

Section 4.8 Authority. The officer executing this Agreement on behalf of Procyon and Amerx has been empowered and directed to do so by the Board of Directors of Procyon.

Section 4.9 Effective Date. The effective date of this Agreement shall be July 1, 2016.

PROCYON CORPORATION

AMERX HEALTH CARE CORPORATION

By: /s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer

By: /s/ James B. Anderson  
James B. Anderson  
Vice President of Operations

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

EXECUTIVE

/s/ Justice W. Anderson  
Justice W. Anderson  
President

By: /s/ Joseph R. Treshler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation Committee

**FY 2017**  
**PROCYON CORPORATION**  
**AMERX HEALTH CARE CORPORATION**  
**RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT**

**Schedule 1**

**Salary and Benefit Statement**

**Date: July 1, 2016**

Executive: Justice W. Anderson  
Position: Amerx Health Care Corporation: President  
Base Salary: \$210,000, annually  
Benefits: As outlined in this Executive Employment Agreement.  
Term: As described in Section 3.1 of the Executive Employment Agreement.  
The terms of the Amerx Sales Incentive and Profit Bonuses described below shall be reviewed annually, and any amendment thereto to be made with the mutual agreement of Procyon, Amerx and the Executive.

**Duties and**

**Responsibilities:** Supervision and coordination of all operations of Amerx; supervision of all other executive and operating officers of Amerx; devising and executing strategic planning for all aspects of business conducted by Amerx; creating new opportunities for business and helping Amerx to remain competitive in the marketplace; oversight of Amerx operations to insure production efficiency, quality, service and cost-effective management of resources; and such other matters as determined from time to time by Procyon's Board of Directors.

**Amerx Sales Incentive**

**Bonus:** Incentive pay will be based on Amerx fiscal year 2017 product sales growth over previous fiscal year's net product sales.

- 8% Incentive: If Amerx net sales for fiscal year 2017 increase at least 8% but less than 15% over the prior fiscal year's net sales, incentive pay will consist of a cash payment equal to 5% of net sales over the prior fiscal year's net sales.

- 15% Incentive: If Amerx net sales for fiscal year 2017 increase at least 15% but less than 25% over the prior fiscal year's net sales, incentive pay will consist of a cash payment equal to 5.5% of net sales over the prior fiscal year's net sales and an award of 25,000 Options to purchase Shares of Procyon Common Stock with an exercise price equal to the closing market price of such stock on the date of grant.
- 25% Incentive: If Amerx net sales for fiscal year 2017 increase 25% or more over the prior fiscal year's net sales, incentive pay will consist of a cash payment equal to 6% of net sales over the prior fiscal year's total net sales and an award of 50,000 Options to purchase Shares of Procyon Common Stock with an exercise price equal to the closing market price of such stock on the date of grant.
- The Sales Incentive Bonus will be paid by Amerx to the Executive after the close of the fiscal year end.

**Profit Incentive:** The profit incentive, which includes profit from product sales, as well as profit from other activities which may be designated from time to time by the Board of Directors, will be based on audited fiscal year 2017.

**Amerx Profit Bonus:**

If Amerx profit is \$250,000 or more, but less than \$500,000, the Executive will receive a cash payment equal to 2.4% of the total profit.

If Amerx profit is \$500,000 or more, but less than \$750,000, the Executive will receive a cash payment equal to 3% of the total profit.

If Amerx profit is \$750,000 or more, but less than \$1,000,000, the Executive will receive a cash payment equal to 3.25% of the total profit.

If Amerx profit is \$1,000,000 or more, the Executive will receive a cash payment equal to 3.45% of the total profit.

The Profit Incentive Bonus for Amerx will be paid by Amerx to the Executive after the close of the fiscal year end.

APPROVED:

PROCYON CORPORATION

By: /s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

By: /s/ Joseph R. Tresler  
Joseph R. Tresler  
Director, Member of the Procyon  
Corporation Compensation Committee

AMERX HEALTH CARE  
CORPORATION

By: /s/ James B. Anderson  
James B. Anderson  
Vice President of Operations

EXECUTIVE:

/s/ Justice W. Anderson  
Justice W. Anderson  
President

**Effective Date: July 1, 2016**



## RESTATED AND AMENDED EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the “Agreement”), effective July 1, 2016, by and between Amerx Health Care Corporation, a Florida corporation (“Amerx”), Procyon Corporation, a Colorado corporation (“Procyon”) and George Borak (the “Executive”).

WHEREAS, Amerx has, prior to the date of this Agreement, employed the Executive as its Vice-President of Sales; and

WHEREAS, Executive is employed by Procyon as an executive officer; and

WHEREAS, Procyon, the parent corporation of Amerx, has agreed to provide some of the benefits to Executive under this Agreement; and

WHEREAS, Amerx desires to continue to employ the Executive on a full-time basis, and the Executive desires to be so employed by Amerx, pursuant to the terms of this Agreement;

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

### ARTICLE I

#### EMPLOYMENT DUTIES AND BENEFITS

Section 1.1 Employment. Amerx hereby employs the Executive in the position described on Schedule 1 hereto as an executive officer of Amerx, pursuant to the terms of this Executive Employment Agreement. The Executive accepts such employment and agrees to perform the duties and responsibilities assigned to him pursuant to this Agreement.

Section 1.2 Duties and Responsibilities. The Executive shall hold the position with Amerx which is specified on Schedule 1, which is attached hereto and incorporated herein by reference. The Executive is employed pursuant to the terms of this Agreement and agrees to devote full-time to the business of Amerx. The Executive shall perform the duties set forth on Schedule 1 while employed as an executive officer, and such further duties as may be determined and assigned to him from time-to-time by the Chief Executive Officer or the Board of Directors of Procyon Corporation, the parent corporation of Amerx (“Procyon”).

Section 1.3 Working Facilities. The Executive shall be furnished with facilities and services suitable to the position and adequate for the performance of the Executive’s duties under this Agreement. The Executive’s duties shall be rendered at Amerx’s offices, or at such other place or places as the Executive may designate with Amerx’s approval, which shall not be unreasonably withheld.

Section 1.4 Vacations. The Executive shall be entitled each year to vacation in accordance with the Procyon Employee Handbook now or hereafter in effect for executive personnel, during which time the Executive’s compensation shall be paid in full. Should Amerx from time-to-time require the Executive

to perform job duties during vacation periods, the Executive shall be entitled to compensatory vacation time at a mutually agreeable time.

Section 1.5 Expenses. The Executive is authorized to incur reasonable expenses for promoting the domestic and international business of Amerx in all respects, including expenses for entertainment, travel and similar items. Amerx will reimburse the Executive for all such expenses that are reasonably related to Amerx's business and primarily for Amerx's benefit, upon the presentation by the Executive, from time-to-time, of an itemized account of such expenditures. Such expenses shall be reviewed and approved by Procyon's Chief Financial Officer.

Section 1.6 Benefit Plans. From the effective date of this Agreement, the Executive shall be entitled to participate in all existing benefit plans provided to Procyon's executive employees, including, to the extent now or hereafter in effect, medical, health, dental, vision, disability, life insurance and death benefit plans, in accordance with the terms of such plans.

## **ARTICLE II COMPENSATION**

Section 2.1 Base Salary. Amerx shall pay to the Executive a base salary of not less than the amount specified on Schedule 1, subject to annual review and raises in such base salary. The base salary may be changed by action of Procyon's Board of Directors, and such changes shall thereafter be included in the Executive's base salary as defined for purposes of this Agreement and Procyon's bonus plan.

Section 2.2 Bonus and Bonus Plan Participation. The Executive shall be entitled to receive certain incentive bonuses, as set forth, and pursuant to the conditions set forth, in Schedule 1. The Executive shall also be entitled to receive bonuses in accordance with the provisions of the Procyon-wide bonus plan as in effect from time to time.

## **ARTICLE III TERM OF EMPLOYMENT AND TERMINATION**

Section 3.1 Term and Nature of Employment. This Agreement shall be for a term of one year, commencing on its effective date, subject, however, to termination during such period as provided in this Article and approval of the Board of Directors of Procyon in its annual meeting. Nothing contained in this Agreement shall be construed to constitute a promise of employment to the Executive for a fixed term. Executive's employment under this Agreement is strictly "at will," and may be terminated by the Executive, Amerx or Procyon, upon thirty days written notice, for any reason or no reason, with or without cause.

Section 3.2 Renewal of Term. Subject to the Procyon Board of Directors' approval, Executive's employment shall be extended for one additional year at the end of each year of the term, or extended term, of this Agreement on the same terms and conditions as contained in this Agreement, unless either Amerx,

Procyon or the Executive shall, prior to the expiration of the initial term or of any renewal term, give written notice of the intention not to renew this Agreement.

Section 3.5 Termination. In the event of termination of this Agreement by the Executive or Procyon or Amerx for any reason, including termination by death or disability of the Executive, Amerx shall be obligated to compensate the Executive for any accrued vacation time not taken and any earned but unpaid base salary and any earned but unpaid bonuses up to the date of termination.

Section 3.6 Options. Any options granted to the Executive to purchase stock of Procyon shall become fully vested on the date of the involuntary termination of this Agreement. This provision shall serve as a contractual modification of any option grants or agreements between the Executive and Procyon, whether such grants or agreements shall pre-date or postdate this Agreement, and is hereby incorporated by reference into each such option grant or agreement.

## **ARTICLE IV GENERAL MATTERS**

Section 4.1 Governing Law. This Agreement shall be governed by the laws of the State of Florida and shall be construed in accordance therewith.

Section 4.2 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 4.3 Amendment. This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by each of the parties.

Section 4.4 Benefit. This Agreement shall be binding upon the Executive, Procyon and Amerx, and shall not be assignable by Procyon or Amerx without the Executive's written consent.

Section 4.5 Construction. Throughout this Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

Section 4.6 Text to Control. The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

Section 4.7 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had not been included in the Agreement.

Section 4.8 Authority. The officer executing this Agreement on behalf of Procyon and Amerx has been empowered and directed to do so by the Board of Directors of Procyon.

Section 4.9 Effective Date. The effective date of this Agreement shall be July 1, 2016.

PROCYON CORPORATION

AMERX HEALTH CARE CORPORATION

By: /s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer

By: /s/ Justice W. Anderson  
Justice W. Anderson  
President

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation Committee

By: /s/ James B. Anderson  
James .B. Anderson  
Vice President of Operations

By: /s/ Joseph R. Treshler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation Committee

EXECUTIVE:

/s/ George O. Borak  
George Borak  
Vice President of Sales

**Effective: July 1, 2016**

**FY 2017**  
**PROCYON CORPORATION**  
**AMERX HEALTH CARE CORPORATION**  
**EXECUTIVE EMPLOYMENT AGREEMENT**

**Schedule 1**

**Salary and Benefit Statement**

**Date: July 1, 2016**

Executive: George Borak

Position: Amerx Health Care Corporation: Vice President of Sales

Base Salary: \$150,000, annually

Benefits: As outlined in this Executive Employment Agreement.

Term: As described in Section 3.1 of the Executive Employment Agreement.

The terms of the Short Term Growth Incentive Bonus described below shall be reviewed annually, and any amendment thereto to be made with the mutual agreement of Procyon, Amerx and the Executive.

Duties and Responsibilities: Supervision and coordination of all sales of Amerx Products; supervision of all other sales personnel of Amerx; devising and executing strategic sales planning for all aspects of business conducted by Amerx; creating new opportunities for sales and helping Amerx to remain competitive in the marketplace; and cost-effective management of resources; oversee manufacturing of all Amerx products and new product development; and such other matters as determined from time to time by Procyon's Board of Directors.

Amerx New  
Product Incentive

Bonus: Executive will receive 3% of net new product sales for the first six months following the launch of the new product.

Amerx Sales Incentive

Bonus: Incentive pay will be based on Amerx fiscal year 2017 product sales growth over previous fiscal year's net product sales.

- 3.5% Incentive: If Amerx net sales for fiscal year 2017 are over the prior fiscal year's net sales, but the increase is less than 15%, incentive pay will consist of a cash payment equal to 3.5% of net sales over the prior fiscal year's net sales.
- 4.25% Incentive: If Amerx net sales for fiscal year 2017 increase at least 15% but less than 25% over the prior fiscal year's net sales, incentive pay will consist of a cash payment equal to 4.25% of net sales over the prior fiscal year's net sales.
- 4.75% Incentive: If Amerx net sales for fiscal year 2017 increase 25% or more over the prior fiscal year's net sales, incentive pay will consist of a cash payment equal to 4.75% of net sales over the prior fiscal year's net sales and an award of 5,000 shares of Procyon stock.
- The Sales Incentive Bonus will be paid by Amerx to the Executive after the close of the fiscal year end.

Profit Incentive: The profit incentive, which includes profit from product sales, as well as profit from other activities, which may be designated from time to time by the Board of Directors, will be based on audited fiscal year 2017.

Amerx Profit Bonus:

If Amerx profit is \$250,000 or more, but less than \$500,000, the Executive will receive a cash payment equal to .75% of the total profit.

If Amerx profit is \$500,000 or more, but less than \$750,000, the Executive will receive a cash payment equal to 1% of the total profit.

If Amerx profit is \$750,000 or more, but less than \$1,000,000, the Executive will receive a cash payment equal to 1.25% of the total profit.

If Amerx profit is \$1,000,000 or more, the Executive will receive a cash payment equal to 1.45% of the total profit.

The Profit Incentive Bonus for Amerx will be paid by Amerx to the Executive after the close of the fiscal year end.

APPROVED:

PROCYON CORPORATION:

By: /s/ Regina W. Anderson  
Regina W. Anderson  
Chief Executive Officer

By: /s/ Fred W. Suggs, Jr.  
Fred W. Suggs, Jr.  
Director, Member of the Procyon  
Corporation Compensation  
Committee

By: /s/ Joseph R. Treshler  
Joseph R. Treshler  
Director, Member of the Procyon  
Corporation Compensation  
Committee

AMERX HEALTH CARE CORPORATION

By: /s/ Justice W. Anderson  
Justice W. Anderson  
President

By: /s/ James B. Anderson  
James B. Anderson  
Vice President of Operations

EXECUTIVE:

/s/ George Borak  
George Borak  
Vice President of Sales

**Effective Date: July 1, 2016**