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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 27, 2018**

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**DESTINATION XL GROUP, INC.**

(Exact name of Registrant as Specified in Its Charter)

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

**01-34219**  
(Commission File Number)

**04-2623104**  
(IRS Employer  
Identification No.)

**555 Turnpike Street,  
Canton, Massachusetts**  
(Address of Principal Executive Offices)

**02021**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (781) 828-9300**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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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 Instructions 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))

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.

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

On November 27, 2018, Destination XL Group, Inc. (the “*Company*”) and its Chief Executive Officer, Mr. David A. Levin, entered into a letter agreement (the “*Letter Agreement*”). The Letter Agreement is a supplement to the Transition Agreement between the Company and Mr. Levin dated as of March 20, 2018, as amended (the “*Transition Agreement*”).

Under the terms of the Transition Agreement, Mr. Levin is serving as Chief Executive Officer through the earlier of December 31, 2018 or the date that the Company employs a full-time successor CEO. The purpose of the Letter Agreement is to set forth Mr. Levin’s initial transition duties and consulting activities that he will be required to perform under the terms of the Transition Agreement in the event that the Company does not have a successor CEO by December 31, 2018 and, pursuant to the terms of the Transition Agreement, Mr. Levin resigns as President and Chief Executive Officer and as a Director of the Company on January 1, 2019.

In accordance with the terms of the Letter Agreement, effective January 1, 2019, if no successor CEO has commenced employment by that date, Mr. Levin will begin serving as the Company’s acting CEO and, as such, its principal executive officer (collectively, “Acting CEO”) through the earliest of: (i) April 30, 2019 (subject to an extension by the Company on the same terms through no later than June 30, 2019); (ii) the date that a successor CEO commences employment or (iii) termination of his employment by the Company. As compensation, Mr. Levin will receive \$200,000 per month but in no event less than \$800,000.

The foregoing description of the Letter Agreement is only a summary of, and is qualified in its entirety by reference to, the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated into this Item 5.02 by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Letter Agreement between the Company and David A. Levin dated November 27, 2018.</u></a>

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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, thereunto duly authorized.

DESTINATION XL GROUP, INC.

Date: November 30, 2018

By:

/s/ Robert S. Molloy

**Robert S. Molloy**  
**Senior Vice President, General Counsel and Secretary**

November 27, 2018

Mr. David A. Levin  
150 Monadnock Road  
Chestnut Hill, Massachusetts 02467

Re: Transition Duties/Consulting Activities under the Transition Agreement

Dear David:

This letter agreement between Destination XL Group, Inc. (the “Company”) and you (the “Letter Agreement”) sets forth the initial transition duties/consulting activities you will be required to perform pursuant to paragraph 1(c) of the Transition Agreement, dated as of March 20, 2018, as amended (the “Transition Agreement”), which agreement remains in effect and is supplemented by this Letter Agreement. Unless otherwise noted, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Transition Agreement.

As you know, the Board of Directors of the Company (the “Board”) continues to search for a new CEO. Pursuant to the Transition Agreement, if a new CEO does not commence employment by January 1, 2019, you will resign as a director and officer of the Company immediately following the Transition Date. However, notwithstanding your resignation, the Board has determined that your initial transition duties/consulting activities pursuant to paragraph 1(c) of the Transition Agreement shall be to serve as the Company’s acting CEO and, as such, its principal executive officer (collectively, “Acting CEO”) through the earliest of: (i) April 30, 2019 (subject to an extension by the Company on the same terms through no later than June 30, 2019); (ii) the date that a new CEO commences employment with the Company, or (iii) termination of your employment for any reason (the “Acting CEO Term”). Your duties as Acting CEO shall be the same as described in paragraph 6(a) of your Employment Agreement. Upon the conclusion of the Acting CEO Term, your transition duties/consulting activities will be re-designated by the Board pursuant to paragraph 1(c) of the Transition Agreement.

Due to the importance of the Acting CEO role to the Company and the significant time commitment required of you to fulfill the duties of that role, the Company shall pay you during the Acting CEO Term the gross amount of \$200,000 per month (the “Acting CEO Enhanced Payments”), in equal bi-weekly installments in accordance with the Company’s practice for all employees, including customary withholdings and deductions, in addition to the compensation due you in the ordinary course as set forth in the Transition Agreement.

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Such Acting CEO Enhanced Payments shall cease immediately upon the conclusion of the Acting CEO Term. Notwithstanding the foregoing, if the Acting CEO Term ends prior to April 30, 2019, because a new CEO commences employment with the Company, all Acting CEO Enhanced Payments that would have been made through April 30, 2019, shall still be paid to you, subject to your continued employment. Payment of any additional amounts pursuant to the Transition Agreement shall be subject to the terms of the Transition Agreement.

The Board is very appreciative of your agreement to serve as Acting CEO in light of your anticipated retirement.

If terms of this Letter Agreement are acceptable to you, please sign where indicated below and email a PDF copy of the fully executed Letter Agreement to me.

Sincerely,  
DESTINATION XL GROUP, INC.

/s/ Willem Mesdag  
By: Willem Mesdag  
Chair, Compensation Committee of the Board of Directors

AGREED AND ACCEPTED:

/s/ David A. Levin  
David A. Levin