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

FORM 8-K/A
(Amendment No. 2)

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 31, 2018

DESTINATION XL GROUP, INC.

(Exact name of Registrant as Specified in Its Charter)

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)

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.

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

As previously reported, Destination Group XL, Inc. (the “*Company*”) and its Chief Executive Officer, Mr. David A. Levin, entered into a Transition Agreement, dated as of March 20, 2018 and amended on June 25, 2018, that addresses Mr. Levin’s future retirement and related successor issues (the “*Transition Agreement*”).

Pursuant to the terms of the Transition Agreement, Mr. Levin will continue as the Company’s Chief Executive Officer until December 31, 2018 or a successor is identified, if earlier, at which time Mr. Levin may resign for good reason pursuant to the terms of his employment agreement. However, if a successor is not found by December 31, 2018, Mr. Levin will remain employed through December 31, 2019 for reasonable transition duties or other consulting activities or projects. The Compensation Committee of the Board of Directors, taking into account Mr. Levin’s willingness to remain with the Company after December 31, 2018 as described above, wanted to ensure in the Transition Agreement that Mr. Levin would receive compensation for serving through December 31, 2019 that would be roughly equivalent to the amount he otherwise would have received under his employment agreement if he resigned for good reason.

On July 31, 2018, the Company and Mr. Levin entered into the Second Amendment (the “*Second Amendment*”) to Transition Agreement to modify the amount Mr. Levin would be entitled to receive if he remains employed through December 31, 2019. Specifically, Section 1(e) of the Transition Agreement originally provided for a guaranteed payout at target of Mr. Levin’s AIP Bonus and LTIP award for the fiscal year ended February 1, 2020, if he remained employed through December 31, 2019. In order to be consistent with the Company’s pay for performance practice, the Second Amendment modifies Section 1(e) such that if Mr. Levin remains employed through December 31, 2019, the determination of any payout under the AIP Bonus and LTIP award for the fiscal year ended February 1, 2020, if any, will be based on actual achievement of performance metrics.

The foregoing description of the Second Amendment is qualified in its entirety by reference to the full text of the Second Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Second Amendment to the Transition Agreement dated as of July 31, 2018 between the Company and David A. Levin.</u>

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: July 31, 2018

By:

/s/ Robert S. Molloy

Robert S. Molloy
Senior Vice President, Chief Administrative Officer, General Counsel and
Secretary

SECOND AMENDMENT TO TRANSITION AGREEMENT

This Second Amendment to Transition Agreement (the “*Second Amendment*”) is made as of this 31 day of July, 2018 (the “*Execution Date*”) by and between Destination XL Group, Inc., a Delaware corporation (“*Company*”), and David A. Levin, an individual (“*Executive*”). The terms “*Party*” or “*Parties*” shall be used to refer to the Company and/or Executive. Capitalized terms not defined herein shall have the meaning ascribed in the Employment Agreement (defined below).

WHEREAS, the Company and Executive are parties to that certain Transition Agreement dated as of March 20, 2018 (the “*Transition Agreement*”);

WHEREAS, the Transition Agreement was amended on June 25, 2018 by the execution the First Amendment to the Transition Agreement;

WHEREAS, the Company and Executive have agreed to amend the Transition Agreement to change the determination of the Executive’s AIP Bonus and LTIP award for the fiscal year ending February 1, 2020 if the Executive remains employed through December 31, 2019; and

NOW, THEREFORE, for and in consideration of the promises and the consideration more fully set forth herein and in the Transition Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Company and Executive mutually agree as follows:

1. Paragraph 1(e) of the Transition Agreement is deleted in its entirety and replaced with the following:

(e) With respect to Executive’s ongoing employment through to December 31, 2019 (including with respect to Executive’s services during the Transition Period), Executive’s AIP Bonus and LTIP award with regard to the fiscal years ending February 2, 2019 and February 1, 2020 will be earned on the basis of performance metrics determined by the Compensation Committee for such years.

2. The parties acknowledge that good and valuable consideration supports this Second Amendment.

3. Except as otherwise modified hereby, the terms and conditions of the Transition Agreement are hereby ratified, approved and confirmed as of the date hereof and shall remain in full force and effect.

4. This Second Amendment supersedes all prior communications between the parties hereto with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereby execute this Second Amendment as of the first date set forth below.

DATED: July 31, 2018

Destination XL Group, Inc.

By: /s/ Willem Mesdag

Its: Director and Chairman,
Compensation Committee

DATED: July 31, 2018

By: /s/ David A. Levin
David A. Levin