

**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 13, 2022**

**Comera Life Sciences Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-41403**  
(Commission  
File Number)

**87-4706968**  
(IRS Employer  
Identification No.)

**12 Gill Street  
Suite 4650  
Woburn, Massachusetts**  
(Address of principal executive offices)

**01801**  
(Zip Code)

**Registrant's telephone number, including area code: (617) 871-2101**

**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:

- 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(s)	Name of each exchange on which registered
<b>Common Stock</b>	<b>CMRA</b>	<b>The Nasdaq Stock Market LLC</b>
<b>Warrants</b>	<b>CMRAW</b>	<b>The Nasdaq Stock Market LLC</b>

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.**

On June 13, 2022, the Company entered into an employment letter agreement (the “Employment Letter Agreement”) with Michael Campbell and, effective as of June 15, 2022 (the “Effective Date”), appointed him as executive vice president and chief financial officer, principal financial officer and principal accounting officer of Comera Life Sciences Holdings, Inc. and its subsidiaries (the “Company”). Mr. Campbell had served as interim chief financial officer of the Company since April 13, 2022.

Pursuant to the Employment Letter Agreement, Mr. Campbell will receive a base annual salary of \$375,000, a target bonus of 40% (effective as of the Effective Date and pro-rated in 2022 for the number of days elapsed between the Effective Date and December 31, 2022), with the payment amount based upon performance as determined by the Company’s board of directors, and an option grant to purchase 450,000 shares of the Company’s common stock. The option will vest over four years with one-fourth of the shares subject to the option vesting on the first anniversary of the Effective Date and 1/48th of the shares vesting on each monthly anniversary thereafter, subject to Mr. Campbell continuing to provide services to the Company through each such vesting date.

The Employment Letter Agreement also provides that in the event of Mr. Campbell’s termination of employment by the Company without cause or his resignation for good reason (each as defined in the Employment Letter Agreement), in either case, Mr. Campbell will receive continued payment of his base salary for 180 days following termination; provided, however, that if Mr. Campbell’s employment is terminated by the Company without cause prior to the first anniversary of the Effective Date, Mr. Campbell will receive continued payment of his base salary for 90 days following termination. Mr. Campbell’s right to receive severance payments pursuant to the terms of the Employment Letter Agreement is conditioned upon his: (i) entering into and complying with the terms of a separation agreement and release and (ii) compliance with his restrictive covenant obligations (as defined in the Employment Letter Agreement) in all respects.

There is no arrangement or understanding between Mr. Campbell and any other person pursuant to which Mr. Campbell was appointed as an officer of the Company. There are no family relationships between Mr. Campbell and any of the Company’s directors or executive officers. There are no related person transactions in which Mr. Campbell had or will have a direct or indirect material interest required to be disclosed under Item 404(a) of Regulation S-K.

The foregoing description of the Employment Letter Agreement with Mr. Campbell is qualified in its entirety by reference to the full text of the agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1#	<a href="#">Employment Letter Agreement dated as of June 13, 2022 by and between Comera Life Sciences Holdings, Inc. and Michael Campbell</a>
104	Cover Page Interactive File (embedded within the Inline XBRL Document)

# Indicates management contract or compensatory plan or arrangement.

**SIGNATURE**

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.

Dated: June 17, 2022

COMERA LIFE SCIENCES HOLDINGS, INC.

By: /s/ Jeffrey S. Hackman

Name: Jeffrey S. Hackman

Title: Chairman, President and Chief Executive Officer



June 13, 2022

Mr. Michael Campbell

Re: Employment Offer

Dear Michael:

I am pleased to offer you employment with Comera Life Sciences, Inc. (the "Company"). The terms of your employment, should you accept this offer, are as set forth in this letter agreement (the "Agreement").

1. Position. Your position will be Executive Vice President and Chief Financial Officer (the "CFO"). You will have such duties as the Company's CEO determines. This is a full-time position. During your employment with the Company, you will not engage in any other employment, consulting or other business activities (whether full-time or part-time); provided, that you may engage in the activities listed on Exhibit A hereto and such other outside business activities that are approved by the Board (approval which will not be unreasonably withheld), in each case; provided, further, that such activities do not interfere with the performance of your duties to the Company and do not violate the Restrictive Covenant Agreement (as defined in Section 10).

2. Start Date. The first day of your employment for purposes of this Agreement will be June 15, 2022 unless another date is mutually agreed to by you and the Company (such actual first day of employment, the "Start Date").

3. Salary. The Company will pay you a base salary at the rate of \$375,000 per year. Your base salary will be subject to adjustment from time to time at the discretion of the Company's board of directors (the "Board"). Your base salary in effect from time to time is referred to herein as the "Base Salary." The Base Salary shall be payable in accordance with the Company's standard payroll schedule and shall be subject to applicable deductions and withholdings.

4. Annual Performance Bonus. You will be eligible for an annual bonus, payable in cash, based on individual and/or Company performance targets determined by the Board; provided, that any annual bonus earned in respect of fiscal year 2022 shall be pro-rated for the number of days elapsed between the Start Date and December 31, 2022. Your target bonus for each year shall initially be equal to 40% of the Base Salary that you received during such year. The target bonus is subject to adjustment from time to time at the Board's discretion. In the event that the Board determines that you have earned an annual bonus in respect of any year, such bonus shall be payable within sixty (60) days after the end of such fiscal year; provided, that you remain employed by the Company through the date on which the bonus is paid.

5. Equity. As you know, the Company is a wholly owned subsidiary of Comera Life Sciences Holdings, Inc. ("Holdco"). Subject to the approval of the board of directors of Holdco (the "Holdco Board"), the Company shall grant you an option (the "Option") to purchase 450,000 shares of Holdco's common stock, par value \$0.0001 per share, subject to Holdco's 2022 Equity and Incentive Plan (as amended and in effect, the "Plan") and an Incentive Stock Option Agreement on substantially the Company's standard form (collectively, the "Equity Documents"). The Option shall have an exercise price equal to the fair market value at the time of grant (as determined by the Holdco Board in its sole discretion) and vest over four (4) years, with twenty-five percent (25%) vesting on the first anniversary of your Start Date and the remainder vesting in equal monthly installments thereafter, subject to your continued employment on each applicable vesting date.

6. Benefits. You will be eligible for the employee benefits the Company provides to senior executives from time to time, subject to the terms and conditions of the Company's benefit plans and other applicable policies.

7. Flexible Paid Time Off. You will be eligible for flexible paid time off in accordance with the Company's policy in effect from time to time.

8. At-Will Employment; Accrued Obligations; Resignation(s) in Connection with Termination. Your employment with the Company is at-will, meaning either you or the Company may terminate your employment at any time and for any reason, with or without notice and with or without cause. Likewise, the terms and conditions of your employment, including without limitation your compensation, benefits and job duties, are subject to change by the Company in its discretion. In the event of the termination of your employment for any reason, the Company shall pay you (i) your Base Salary through your last day of employment (the "Date of Termination"), and (ii) the amount of any documented expenses properly incurred by you on behalf of the Company prior to the Date of Termination and not yet reimbursed (the "Accrued Obligations"). In connection with the termination of your employment for any reason, you agree to resign from any officer, director or other positions that you have with the Company or any Company affiliate (including Holdco), effective as of the Date of Termination, and execute any document reasonably requested by the Company to effectuate such resignation(s).

9. Severance. In the event the Company terminates your employment without Cause (as defined below) or you resign your employment for Good Reason (as defined below), in each case, provided you (i) enter into, do not revoke, and comply with the terms of a separation agreement and release in the form provided by the Company which shall include, without limitation, a general release of claims against the Company and related persons and entities, nondisparagement obligations, a seven-business day revocation period and a waiver of any right to garden leave pay or any other noncompetition consideration (the "Release") within the time period provided in the Release but in no event later than sixty (60) days after the Date of Termination and (ii) comply with the Restrictive Covenant Obligations in all respects, then in

addition to the Accrued Obligations, the Company will provide you with (a) payments equal to your Base Salary (the "Severance Payments") during the Severance Period (as defined below); provided, in the event you breach any of the Restrictive Covenant Obligations, all payments of the Severance Payments shall immediately cease. For purposes of this Agreement, the "Severance Period" shall be the period of time that commences on the Date of Termination and ends on (x) if your employment is terminated by the Company without Cause prior to the first anniversary of the Start Date, the 90<sup>th</sup> day after the Date of Termination and (y) otherwise, the 180<sup>th</sup> day after the Date of Termination.

The Severance Payments shall commence within sixty (60) days after the Date of Termination and shall be made on the Company's regular payroll dates; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, the Severance Payments shall begin to be paid in the second calendar year. In the event you miss a regular payroll period between the Date of Termination and first Severance Payment date, the first Severance Payment shall include a "catch up" payment. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), each Severance Payment is considered a separate payment. Notwithstanding the foregoing, in the event you are entitled to any payments pursuant to the Restrictive Covenant Agreement (as defined below) (including without limitation Noncompetition Consideration as defined therein), the Severance Benefits to be paid to you in any calendar year will be reduced by the amount that you are paid in the same such calendar year pursuant to the Restrictive Covenant Agreement.

For the avoidance of doubt, in the event your employment is terminated by the Company for Cause, by you for any reason, or due to your death or disability (the latter as determined by the Company in good faith), you will be entitled to the Accrued Obligations but not to the Severance Payments.

For purposes of this Agreement:

"Cause" means: (1) your willfully dishonest statements or acts with respect to the Company or any affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (2) your commission of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (3) your failure to perform your assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, 90 days after written notice given to you by the Company; (4) your gross negligence, willful misconduct or insubordination with respect to the Company or any affiliate of the Company; or (5) your material violation of any provision of any agreement(s) between you and the Company relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions. If the Company has terminated you without Cause or you have resigned and, after the Date of Termination, matters constituting Cause become known to the Company, or if you resign after the Company learns of matters constituting Cause but before the Company is able to effect a termination for Cause, then the Company may in any such case, by written notice to you, treat such termination as being for Cause. Any determination of Cause shall be made by the Board in its sole discretion.

“Good Reason” means: (I) a material diminution in your Base Salary except for across-the-board salary reductions similarly affecting all or substantially all executive level employees of the Company; (II) a demotion or other material adverse change in your title or role with the Company (provided, however, that a reduction in responsibilities, authority or duties solely by virtue of the Company or Holdco being acquired and made part of a larger entity, whether as a subsidiary, business unit or otherwise (as, for example, when an officer of the Company remains in such officer position with respect to the Company’s business following a transaction but is not made an officer of the acquiror or any of its other business lines) will not constitute “Good Reason”); or (III) a decision made by the Company to change the geographic location at which you provide services to the Company by more than 50 miles; in each case, so long as you provide at least ninety (90) days’ notice to the Company following the initial occurrence of any such event and the Company fails to cure such event within thirty (30) days thereafter.

10. Confidential Information and Other Restricted Activities. As a condition of the commencement of your employment, you are required to enter into the Employee Confidentiality, Assignment, Nonsolicitation and Noncompetition Agreement (the “Restrictive Covenant Agreement”) attached hereto as Exhibit B. The obligations set forth in the Restrictive Covenant Agreement, along with any other confidentiality and restrictive covenant obligations you have to the Company or any of its affiliates, are referred to as the “Restrictive Covenant Obligations.” You agree without reservation that these restraints are necessary for the reasonable and proper protection of the Company and its affiliates, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area.

11. Obligations to Third Parties. By signing this Agreement, you represent to the Company that you have no contractual commitments or other legal obligations (including with respect to noncompetition, nonsolicitation, invention assignment and the nondisclosure of confidential information) that would or may prohibit or materially inhibit you from performing your duties for the Company. You agree to disclose to the Company prior to the Start Date any confidentiality or restrictive covenant agreement you have to any prior employer. You further agree that you will not disclose or use confidential information of any former employer, consulting client or other third party and that you will respect any other restrictive covenant obligation you have to any former employer, consulting client or other third party.

12. Section 409A; Taxes. It is intended that the benefits provided under this letter and the Restrictive Covenant Agreement shall comply with the provisions of Section 409A or qualify for an exemption to Section 409A, and this letter and the Restrictive Covenant Agreement shall be construed and interpreted in accordance with such intent. Any payments that qualify for the “short term deferral” exception or another exception under Section 409A shall be paid under the applicable exception. Each payment provided under this letter or the Restrictive Covenant Agreement shall be treated as a separate payment for Section 409A purposes. Neither the Company (or its affiliates), the Board, the Holdco Board, or any employee, officer or director of the Company (or its affiliates) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by you as a result of this letter or the Restrictive Covenant Agreement. All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You hereby acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or the Board related to tax liabilities arising from your compensation.



13. Interpretation and Enforcement. This Agreement, including the Restrictive Covenant Obligations and the Equity Documents, constitutes the complete agreement between you and the Company, contains all of the terms of your employment with the Company and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company (including consulting agreements between the Company and Monomoy Advisors, LLC relating to your services). In entering into this Agreement, you agree that you are not relying on any promises or representations of the Company or any Company affiliate, except as are expressly contained herein. Except as may be expressly otherwise provided in the Restrictive Covenant Obligations or the Equity Documents: (i) the terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with this Agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law that would require or permit the application of the laws of any other jurisdiction; and (ii) you and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in Massachusetts in connection with any Dispute or any claim related to any Dispute.

14. Assignment. You may not make any assignment of this Agreement or any interest in it. The Company may assign its rights and obligations under this Agreement (including the Restrictive Covenant Obligations) without your consent to any affiliate or to any other person or entity. This Agreement shall inure to the benefit of and be binding upon you and the Company, and each of your and its respective successors, executors, administrators, heirs and permitted assigns.

15. Miscellaneous. This Agreement may not be modified or amended by either you or the Company, and no breach or provision shall be deemed to be waived by the Company, unless agreed to in writing by you and the CEO or other person designated by the Board. This Agreement may be executed in two or more counterparts, including by the use of PDFs, each of which shall be an original and all of which together shall constitute one and the same instrument.

Mr. Michael Campbell  
June 13, 2022  
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Please indicate your acceptance of this offer by signing below and returning a copy of this letter and the signed Restrictive Covenant Agreement.

COMERA LIFE SCIENCES, INC.

By: /s/ Jeffrey S. Hackman  
Jeffrey S. Hackman, Chairman and CEO

I have read and accept this employment offer:

/s/ Michael Campbell  
Michael Campbell

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Exhibit A

Pre-Authorized Outside Activities

None.

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Exhibit B

Restrictive Covenant Agreement