

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): March 27, 2017 (March 21, 2017)

**3DIcon Corporation**

(Exact name of registrant as specified in charter)

Oklahoma  
(State or other jurisdiction of incorporation)

000-54697  
(Commission  
File Number)

73-1479206  
(IRS Employer  
Identification No.)

6804 South Canton Avenue, Suite 150  
Tulsa, OK  
(Address of principal executive offices)

74136  
(Zip Code)

Registrant's telephone number, including area code: (918) 494-0505

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Director or Certain Officers; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On March 21, 2017, Doug Freitag resigned as Chief Executive Officer of 3DIcon Corporation (the “Company”) in order to allow Michael A. Kraft to take over in his place as the Company’s newly appointed Chief Executive Officer.

Mr. Freitag’s resignation was not a result of any dispute with the Company. Furthermore, Mr. Freitag will assume a strategic consulting role as the Company’s Vice President of Technology and will remain on the Company’s Board of Directors (the “Board”).

Mr. Kraft, age 54, holds degrees with honors from Michigan State University in electrical engineering and an M.B.A. degree from Pennsylvania State University. Prior to joining us, from 2012 through the present time, Mr. Kraft was President and Founder of MKT Partners, LLC, an advisory firm focused on advising various enterprises on strategy, business development, product pipeline, R&D, acquisitions, and revenue growth. From 2005 through 2012, Mr. Kraft served in various roles for Ceradyne, Inc. (formerly, NASDAQ: CRDN), a ceramic systems and components company developing and producing products and technologies to various highly technical industries. In addition, from 2014 to 2016, Mr. Kraft was Chief Executive Officer of Covaron Inc., a scientific company that specializes in the design and development of materials technology. The Board believes Mr. Kraft’s extensive experience in the advanced materials industry will be an asset to the Company’s efforts in advancing its efforts in all business segments.

In connection with Mr. Kraft’s appointment, the Company entered into a consulting agreement with Mr. Kraft, pursuant to which it agreed to compensate Mr. Kraft, \$1,500 per day for his commitment to allocate seven days a month to the Company and a \$25,000 bonus payable in the Company’s restricted stock upon the occurrence of certain events. In addition, the Company agreed to issue to Mr. Kraft, an option to purchase up to \$50,000 of the Company’s common stock at an exercise price equal to the market price as of the date of meeting certain milestones. The foregoing description of the compensatory arrangement does not purport to be complete and is subject to, and qualified in its entirety by reference to the Exhibit 99.1 filed herewith, which exhibit is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure**

On March 27, 2017, the Company issued a press release announcing Mr. Kraft’s appointment. A copy of the press release dated March 27, 2017 is attached herewith as Exhibit 99.2.

The information in this Item 7.01 disclosure, including Exhibits 99.2, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under that Section. In addition, the information in this Item 7.01 disclosure, including Exhibits 99.2, shall not be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits

99.1 Consulting Agreement  
99.2 Press Release dated March 27, 2017

**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: March 27, 2017

**3DICON CORPORATION**

By: /s/ Michael A. Kraft

Name: Michael A. Kraft

Position: Chief Executive Officer

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**AGREEMENT**

by and between

3DIcon Inc.  
Suite 150  
6804 South Canton Avenue  
Tulsa, Oklahoma 74136

and

Michael A. Kraft  
MKT Partners  
3065 Sand Pebble Cove Drive  
Pinckney, MI 48169  
mktechintl@gmail.com

3DIcon Inc. (“3DIcon”) (hereinafter referred to as the “Company”) is pleased to offer Michael A. Kraft (hereinafter “CEO”) this agreement (hereinafter “Agreement”) on the terms and conditions set forth herein effective as of the 20th day of March 2017 (hereinafter the “Effective Date”). Company and CEO may be referred to herein, whether singular or plural, as “Party” or “Parties” as may be applicable.

1. This Agreement shall be effective as of March 20, 2017 (hereinafter “Starting Date”) and shall continue in full force and effect through March 20, 2018 (hereinafter “Ending Date”) unless: a) earlier terminated by either Party or mutually terminated by the Parties with or without cause upon sixty (60) days' prior written notice by one Party to the other Party; or b) upon the earlier of the date of any uncured default or breach of this Agreement; or c) extension of the Ending Date or any other additional period that this Agreement shall be in effect that the Parties mutually desire and agree to reduce to writing and sign. Any such termination, which shall be accomplished without penalty unless otherwise specifically stated herein, shall not relieve or release either Company or CEO from any rights, liabilities or obligations that may have accrued under the law or terms and conditions of this Agreement prior to the date of such termination.

In the event that either Party hereto shall commit any material breach or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within sixty (60) calendar days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

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2. CEO's position shall be that of an independent contractor and not as an employee or affiliate of the Company.
3. CEO shall make up to seven (7) days available to the Company each month, for the first three (3) months of this Agreement at which time the time component shall be adjusted as needed.
4. Full consideration for any and all other consulting time/services or other services or activities that are requested by Company and subsequently provided by CEO to Company hereunder, Company shall pay CEO based on the following schedule:
  - a. \$1,500 per day (a day defined as at least 8 hours) plus the additional consideration as described below. \$1,500 per day shall be billed to the Company in Half-Day units of \$750 each.

The equity portion of the consideration shall consist of the following assuming the CEO is employed and in good standing with the Company at the applicable date:

- a. A bonus of \$25,000 payable in stock at the market price within 30 days of the closing of the reverse split currently being executed by the Company; and
  - b. An option to purchase from the Company \$50,000 of stock at the market price on the date of the execution of the reverse split. This option shall expire ten (10) years from the Ending Date.
5. Subject to Company's request and only with prior approval by Company of any traveling by CEO at the request of and on behalf of Company, Company agrees to reimburse CEO for the following expenses that are allowed by Company upon prompt submission by CEO to Company of an expense report(s) with written record(s) or other proof of such expense(s) as provided for in this Agreement:
  - a. reasonable travel expenses such as airfare, train fare, automobile mileage, re-fueling of automobiles, automobile rentals, and taxi fares to and from the place of consultation if it is a location or locations other than the Consultants home address; and

- b. reasonable living expenses at such location(s) if it is a location or locations other than in the Consultants home town; and
- c. any other out-of-pocket expenses incurred by CEO in carrying out consulting-related services that Company requests and approves prior to CEO incurring any such expense(s).

Payment for reimbursement of those aforementioned expenses specified in this paragraph 5 that are allowed by Company shall be made within 30 calendar days upon CEO's submittal of invoices, expense reports, and related documentation or other information as specified in paragraph 6 of this Agreement to Company. CEO shall send invoices, expense reports, and related documentation or other information to:

3DIcon, Corp  
Attention: Judith Keating  
Suite 150  
6804 South Canton Avenue  
Tulsa, Oklahoma 74136

- 6. CEO shall invoice Company once a month for all consulting time/services or other services or activities that are requested by Company and properly performed by CEO under this Agreement during the preceding month. CEO's invoice shall be accompanied by such records or other written proof as Company deems adequate to verify the billings appearing therein and shall be in such form as agreeable to Company. CEO shall send invoices and related documentation or other information to Company at the address specified in paragraph 5. Payment shall be considered made when payment checks are mailed or otherwise transmitted to CEO by Company.
- 7. CEO shall act as the Company's Chief Executive Officer, during the term of this agreement.
- 8. Any and all services or activities performed by CEO that are requested by Company shall be subject to the terms and conditions of the Confidentiality Agreement by and between CEO for Company, effective as of March 16, 2017, which shall control. Specifically, CEO shall not disclose to any other parties whatsoever any information or data or any unpublished information concerning Company business and research activities and interests with which CEO becomes familiar in CEO's contacts or other interactions with Company without Company's prior written consent. Similarly, CEO shall not disclose to others without Company's prior written consent the results of specific nature of CEO's work performed under this Agreement.

Subject to and in accordance with paragraph 8, CEO agrees to communicate to Company any and all ideas, creations, concepts, improvements, and other creative works which CEO conceives or makes or produces, reduces to practice, or otherwise manifests and which arise from CEO services or other services or activities for Company pursuant to and under this Agreement, and CEO hereby agrees to assign all rights, copyrights, control, and titles to any and all such ideas, creations, concepts, improvements, and other creative works to Company. If Company considers any and all such ideas, creations, concepts, improvements, and other creative works to be inventions on which Company wishes to apply for United States or foreign patents, copyrights, trademarks, or other protection(s) of intellectual property, CEO shall at Company's request execute any and all papers, documents, records, or other information deemed necessary or advisable for the filing and prosecution of any such patent applications, copyrights, or trademarks and for providing confirmation of Company legal title to and control of any and all such inventions, applications, and any patents granted. Company shall bear all legal costs involved with CEO's execution of any and all papers, documents, records, or other information deemed necessary or advisable for the filing and prosecution of any such patent applications, copyrights, or trademarks and for providing confirmation of Company legal title to and control of any and all such inventions, applications, and any patents granted.

9. CEO's obligations under paragraphs 5, 6, and 8 shall survive and continue beyond the termination of this Agreement insofar as such obligations relate to CEO's services or other activities under this Agreement prior to termination of this Agreement.

It is understood by the Parties and CEO agrees that CEO has no obligations that are inconsistent with accepting the terms and conditions of this Agreement and that CEO agrees that CEO shall not undertake any such inconsistent obligations or render any services or activities that are inconsistent with this Agreement while this Agreement is in effect. If this understanding is correct and if CEO also accepts the terms and conditions set forth herein, please so indicate by signing and dating duplicate originals of this Agreement.

OFFERED BY 3DIcon Corporation:

By: \_\_\_\_\_  
Victor Keen  
Co-Chair Board Member

By: \_\_\_\_\_  
Simon Calton  
Co-Chair Board Member

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

ACCEPTED BY CEO:

By: \_\_\_\_\_  
Michael A. Kraft  
MKT Partners LLC

Date of Signature: \_\_\_\_\_

March 27, 2017

## **3DIcon Appoints Michael Kraft as CEO**

### **Advanced Materials Expert and Experienced Start-up Leader Joins 3DIcon/Coretec Team**

TULSA, OK -- (Marketwired) – 3/27/2017 -- [3DIcon Corporation](#) (OTC PINK: TDCP) announced today it has appointed Michael Kraft as its CEO. Kraft will replace Doug Freitag, who will continue with the Company in the role of Vice President of Technology.

Michael Kraft is known for strategic vision, business development, and creating long-term organizational value from customers, markets, and strategic partners. As President/CEO he's led many companies in advanced materials and helped grow revenues from start-up to \$300 million and established them as strategic suppliers to worldwide markets and partners of the Global 500. Michael has also been a member of two senior executive teams that grew revenues from ~\$100 million to \$1 billion range and in both companies increased shareholder value to >\$1 billion. His focus is to quickly identify critical business drivers, grow revenues and market share organically, build strategic partnerships, and complete accretive acquisitions. Michael is excellent in international market development, deal management, transaction diligence, public and private M&A, integration, and synergy realization. He's led eight (8) global, multi-cultural acquisition teams ranging in purchase price from \$5 million to \$1.5 billion.

"I look forward to assuming this new role during an exciting time for 3DIcon as a company. Following the recent merger with Coretec Industries, we are well positioned to enter new, growing markets that utilize Silicon-materials which we anticipate will result in near-term revenue to the Company," said Kraft.

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Kraft will oversee the continued research and development of the Company's proprietary CSpace® technology, along with commercialization of the proprietary technology and significant IP portfolio of Silicon-based technologies acquired through the recent merger with Coretec Industries, LLC. That portfolio includes technologies with potential for immediate application within the markets of energy storage/Lithium-ion batteries, solar energy, solid state lighting, and printable electronics.

"It was very important to us as we move forward that we build a strong management team, and we feel very fortunate that Michael Kraft has joined our team. We appreciate Doug Freitag's service as CEO and are pleased that he will continue with the Company in his role as VP of Technology," said Victor Keen, co-chair, Board of Directors. "The Board of Directors looks forward to working with Michael Kraft and we are confident in the direction of our Company and look forward to its success."

#### ***About 3DIcon Corporation***

3DIcon Corporation (the "Company") is a developer of technologies for emerging markets, including its patented volumetric 3D display technology, CSpace®. In collaboration with its wholly owned subsidiary, Coretec Industries, LLC, the Company utilizes a portfolio of silicon-based materials to pursue commercial development in energy-focused verticals such as energy storage, solar, and solid-state lighting, as well as printable electronics and 3D displays.

#### **Forward-Looking Statements**

The statements in this press release that relate to the company's expectations with regard to the future impact on the company's results from operations are forward-looking statements, and -may involve risks and uncertainties, some of which are beyond our control. Such risks and uncertainties are described in greater detail in our filings with the U.S. Securities and Exchange Commission. Since the information in this press release may contain statements that involve risk and uncertainties and are subject to change at any time, the company's actual results may differ materially from expected results. We make no commitment to disclose any subsequent revisions to forward-looking statements. This release does not constitute an offer to sell or a solicitation of offers to buy any securities of any entity.

For more information please visit [www.3dicon.net](http://www.3dicon.net).

Company contact: 3DIcon Corporation Judy Keating 918-494-0509

Press contact:

Source: 3DIcon Corporation

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