UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K/A

(Amendment No. 1)

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 6, 2026

LEGACY HOUSING CORPORATION

(Exact name of registrant as specified in its charter)

Texas	**001-38761**	**20-2897516**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1600 Airport Freeway, #100 Bedford, Texas	**76022**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(817) 799-4900**

N/A

(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 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	LEGH	The Nasdaq Stock Market LLC

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. ☐

CURRENT REPORT ON FORM 8-K/A

Legacy Housing Corporation

November 6, 2026

EXPLANATORY NOTE

On November 10, 2026, Legacy Housing Corporation (the "Company") filed a Current Report on Form 8-K dated November 6, 2026 (the "Original Report") to report the appointment of Darren McCallon as Chief Financial Officer of the Company, effective November 9, 2026. At the time of the Original Report, the Company and Mr. McCallon had not yet entered into an employment agreement. The Company is filing this Amendment No. 1 on Form 8-K/A pursuant to Instruction 2 to Item 5.02 of Form 8-K solely to report the material terms of the employment agreement subsequently entered into between the Company and Mr. McCallon. Except as set forth herein, this Amendment No. 1 does not modify or update any other disclosure contained in the Original Report.

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

Employment Agreement with Darren McCallon

On November 11, 2026, the Company entered into an Employment Agreement with Mr. McCallon (the "Employment Agreement"), pursuant to which Mr. McCallon serves as the Company's Chief Financial Officer and as its principal financial officer and principal accounting officer, effective as of November 9, 2026 (the "Effective Date"). Mr. McCallon reports directly to the Company's Chief Executive Officer and has direct access to the Audit Committee of the Company's Board of Directors (the "Board").

The Employment Agreement has an initial term of five years from the Effective Date and renews automatically for successive one-year periods unless either party gives written notice of non-renewal at least 45 days before the end of the then-current term. If a Change of Control (as defined in the Company's 2018 Incentive Compensation Plan (the "Incentive Plan")) occurs when fewer than two years remain in the initial term, the term will continue for at least two years following the Change of Control.

Under the Employment Agreement, Mr. McCallon will receive an annual base salary of $325,000 and will be eligible for an annual cash bonus as determined by the Board, based on criteria developed by Mr. McCallon and the Board for the applicable fiscal year. Mr. McCallon must be employed on the last day of the applicable fiscal year to receive an annual bonus for that year. Mr. McCallon is also eligible to participate in the benefit plans made available to the Company's other executive officers, is entitled to two weeks of paid time off per year, and will be reimbursed for his reasonable CPA license fees, continuing professional education and professional dues.

The Employment Agreement provides that, effective as of the Effective Date or, if later, the date the Board approves the grants (the "Grant Date"), Mr. McCallon will receive the following awards under the Incentive Plan:

(i) restricted stock units with a grant-date value of $250,000, with the number of units determined by dividing $250,000 by the closing price of the Company's common stock on the Nasdaq Global Select Market on the Grant Date (rounded down to the nearest whole unit), which vest in five equal annual installments on each of the first five anniversaries of the Grant Date; and

(ii) options to purchase a number of shares of the Company's common stock having an aggregate exercise price of $1,000,000, with an exercise price per share equal to the closing price of the common stock on the Grant Date, which vest in ten equal annual installments on each of the first ten anniversaries of the Grant Date. The first nine installments are designated as incentive stock

options to the maximum extent permitted and have a term of ten years from the Grant Date. The final installment is a non-qualified stock option with a term of eleven years from the Grant Date (or, if the Incentive Plan does not permit such a term, the maximum term permitted under the Incentive Plan).

Except upon a qualifying termination following a Change of Control, as described below, any unvested portion of these awards will be forfeited upon the termination of Mr. McCallon's employment for any reason. Following a termination other than for Cause (as defined in the Employment Agreement), vested options will remain exercisable for 90 days or, if earlier, until the end of the option term.

If the Company terminates Mr. McCallon's employment without Cause, which requires 30 days' advance written notice, he will receive his accrued but unpaid base salary and, to the extent required by Company policy or law, accrued paid time off (the "Accrued Payments") and, subject to his execution of a release of claims and continued compliance with his restrictive covenants, (i) continued payment of his base salary for three months and (ii) payment of COBRA premiums for him and his eligible dependents for up to three months. If the Company terminates Mr. McCallon's employment without Cause within two years following a Change of Control, he will instead receive, subject to his execution of a release of claims, the Accrued Payments and a lump sum payment equal to twelve months of base salary, payable within 60 days following termination, and all of his outstanding equity awards will become fully vested and, as applicable, exercisable. Upon a termination for Cause, due to his death or Disability (as defined in the Employment Agreement), or upon his resignation, which requires 30 days' written notice, Mr. McCallon will receive only the Accrued Payments.

The Employment Agreement contains confidentiality and invention assignment provisions, as well as non-solicitation covenants with respect to the Company's employees, customers, suppliers and identified acquisition candidates that apply during the term of the Employment Agreement and for two years thereafter. Mr. McCallon has also agreed not to accept employment with, or perform chief financial officer functions for, a company whose principal business is manufacturing or selling manufactured homes in Texas or Georgia for six months following his voluntary resignation, or for twelve months following a termination of his employment by the Company after a Change of Control.

The Employment Agreement also provides for indemnification and advancement of expenses to the fullest extent permitted by Texas law and the Company's governing documents, and the Company will enter into its standard form of indemnification agreement for directors and executive officers with Mr. McCallon. In addition, the Employment Agreement provides that if any payments to Mr. McCallon would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code, such payments will either be paid in full or reduced to the extent necessary to avoid the excise tax, whichever results in the greater after-tax amount to Mr. McCallon. Disputes under the Employment Agreement are subject to mediation followed by binding arbitration.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K/A and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Employment Agreement, dated November 11, 2026, between Legacy Housing Corporation and Darren McCallon.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

LEGACY HOUSING CORPORATION

Date: November 17, 2026

By: /s/ Darren McCallon
Name: Darren McCallon
Title: Chief Financial Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made as of this 11th day of November 2026, by and between Legacy Housing Corporation, a Texas corporation having its principal office at 1600 Airport Freeway, #100, Bedford, Texas 76002 (the "Company") and Darren McCallon (the "Employee," and together with the Company, the "Parties").

WHEREAS, the Company desires to employ the Employee as its Chief Financial Officer, and the Employee is willing to accept and undertake such employment, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the Company and the Employee agree as follows:

1. **EMPLOYMENT.** The Company agrees to and does hereby employ the Employee and the Employee agrees to and does hereby accept employment by the Company, as its Chief Financial Officer ("CFO"), beginning November 9, 2026 (the "Effective Date") and ending on the fifth anniversary thereof (the "Initial Employment Period"). The Agreement shall automatically renew for subsequent one-year periods (each such period, a "Renewal Employment Period") commencing at the end of the Initial Employment Period and each anniversary thereof, unless either party provides written notice of the termination of the Agreement at least forty-five (45) days in advance of the end of the Initial Employment Period or any subsequent Renewal Employment Period. Notwithstanding the foregoing, if a Change of Control (as defined in the Company's 2018 Incentive Compensation Plan or any successor plan thereto (the "Incentive Plan")) occurs at a time when there is less than two years remaining in the Initial Employment Period, the Agreement shall remain in effect for at least two years following the date of the Change of Control and such period shall be considered a Renewal Period. The Initial Employment Period and any subsequent Renewal Period are collectively referred to herein as the "Employment Period." The Employment Period shall terminate upon the Employee's termination of employment.

2. **DUTIES; FULL-TIME SERVICES.**

2.1 Duties. The Employee's responsibilities and duties shall include, without limitation, the right to manage and conduct financial affairs of the Company, including its financial operations, financial reporting, investor relations, audit functions and SEC reporting requirements, and the Employee shall serve as the Company's principal financial officer and principal accounting officer. The Employee shall report directly to the Chief Executive Officer (the "CEO") and will be subject only to policies adopted by the Company and policies set by the Board of Directors. The Employee shall have direct access to the Audit Committee of the Board of Directors. The Employee shall perform such other reasonable and appropriate duties as are assigned to him from time to time by the CEO, provided that such other duties shall not diminish the prestige and responsibilities of the Employee's position. At the request of the CEO, the Employee shall serve the Company and/or any of its subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Employee's position as Chief Financial Officer of the Company.

2.2 Full-Time Services. The Employee agrees that during the Employment Period he will devote all of his full business time and energies to his responsibilities for the business and affairs of the Company and will faithfully and to the best of his ability, discharge those duties to the reasonable satisfaction of the CEO. During the Employment Period the Employee will not accept other gainful employment or become or remain an officer or director of any other corporation except with the consent of the Board of Directors.

3. **COMPENSATION.**

3.1 For all services performed by the Employee for the Company during the Employment Period, the Employee will be compensated as follows:

(a) Base Salary. The Employee shall receive a base salary of $325,000 per annum (as increased from time to time, the "Base Salary"), paid in accordance with the Company's normal payroll.

(b) Annual Bonus. The Employee shall be eligible to receive an annual incentive bonus, as determined by the Company's Board of Directors (the "Annual Bonus"). The Annual Bonus will be based on criteria developed by the Employee and the Board of Directors (or the Compensation Committee) with respect to the Company's fiscal year. Payment of the Annual Bonus will be made in a single lump sum cash payment between January 1st and March 15th of the calendar year following the calendar year for which the Annual Bonus is awarded. The Company will pay the Employee such Annual Bonus only if the Employee is employed by the Company on the last day of the Company's fiscal year with respect to which the Annual Bonus relates.

(c) Equity Awards.

(i) Effective as of the Effective Date (or, if later, the date the Board approves the grant, the "Grant Date"), the Company shall grant the Employee restricted stock units with a grant-date value of $250,000 (the "RSU Award"). The number of restricted stock units shall equal $250,000 divided by the closing price of the Company's common stock on the Nasdaq Global Select Market on the Grant Date, rounded down to the nearest whole unit. The RSU Award shall vest in five (5) equal annual installments on each of the first five anniversaries of the Grant Date, and each vested unit shall be settled in one share of the Company's common stock within thirty (30) days after vesting.

(ii) On the Grant Date, the Company shall grant the Employee options to purchase shares of the Company's common stock with an aggregate exercise price of $1,000,000 (the "Option Award"). The number of shares subject to the Option Award shall equal $1,000,000 divided by the exercise price per share, rounded down to the nearest whole share, and the exercise price per share shall equal the closing price of the Company's common stock on the Grant Date. Other than the final installment described below, the Option Award shall be designated as incentive stock options under

Section 422 of the Code to the maximum extent permitted, and any portion that does not qualify shall be treated as a non-qualified stock option. The Option Award shall vest and become exercisable in ten (10) equal annual installments on each of the first ten anniversaries of the Grant Date. Each installment other than the final installment shall have a term of ten (10) years from the Grant Date. The final installment, which vests on the tenth anniversary of the Grant Date, shall be granted as a non-qualified stock option with a term of eleven (11) years from the Grant Date (or, if the Incentive Plan does not permit such a term, the maximum term the Incentive Plan permits), so that it remains exercisable for at least one (1) year after it vests.

(iii) The RSU Award and the Option Award shall be subject to the terms of the Incentive Plan and award agreements consistent with this Agreement. Except as provided in Section 4.3, upon the termination of the Employee's employment for any reason, including a termination with or without Cause, any unvested portion of each equity award held by the Employee shall be forfeited as of the date of termination, and no further vesting shall occur after that date. Following any termination of the Employee's employment other than for Cause, vested stock options shall remain exercisable until the earlier of ninety (90) days after the date of termination or the expiration of the option term.

3.2 Other Benefits. The Employee will be entitled to receive such health, death, disability and other insurance and fringe benefits, and to participate in such retirement and other plans, as are made available to other executive officers of the Company. The Employee shall be entitled to two (2) weeks of paid time off per year, and the Company shall reimburse the Employee, in accordance with the Company's expense reimbursement policies, for the Employee's reasonable CPA license fees, continuing professional education, American Institute of Certified Public Accountants (AICPA) dues, state CPA society dues and other professional dues.

3.3 Indemnification. The Company shall indemnify the Employee, and advance expenses incurred by the Employee in advance of the final disposition of any action or proceeding, in each case as provided in the Company's Certificate of Formation and Bylaws and to the fullest extent permitted by Texas law, for any claim arising from the Employee's service to the Company, whether asserted during or after the Employment Period. The Company shall also enter into with the Employee its standard form of indemnification agreement for directors and executive officers, on the same terms as the indemnification agreements between the Company and its other directors and executive officers.

3.4 Section 16 Filings. The Company shall, at its expense and through its securities counsel, prepare and timely file on the Employee's behalf the reports required of the Employee under Section 16(a) of the Securities Exchange Act of 1934, as amended, based on information the Employee provides.

4. **DISCHARGE OF EMPLOYEE; RESIGNATION.**

4.1 Termination at the Company's Election.

(a) For Cause. The Company may discharge the Employee immediately and without notice during the Employment Period for cause. For purposes of this Agreement, "Cause" shall mean the occurrence of any one or more of the following events: (i) the Employee's gross misconduct in the performance of his duties with the Company (other than any such failure resulting from the Employee's incapacity due to physical or mental illness), after written demand for performance is delivered to the Employee by the CEO, which demand specifically identifies the manner in which the CEO believes the Employee has not performed his duties but only if the Employee has not cured the failure within fifteen (15) days of receiving such notice; (ii) the Employee's commission of an act of fraud or material dishonesty resulting in material reputational, economic or financial injury to the Company; (iii) during the Employment Period, the Employee's commission of a felony or other crime involving moral turpitude; (iv) a material breach by the Employee of his fiduciary duty to the Company which results in material reputational, economic or other injury to the Company; or (v) the Employee's material breach of his obligations under a written agreement between the Company and the Employee, including, without limitation, such a breach of this Agreement, which is not cured within fifteen (15) days after receipt of notice from the Company of the specific nature of the breach, including but not limited to the specific provision of the agreement that the Employee has breached. If the Employee is discharged under Section 4.1(a), and there has not been a Change of Control (as defined in the Incentive Plan), the Company will have no liability to the Employee other than (i) to pay any Base Salary that has accrued but not been paid, and (ii) to pay any accrued paid time off that has not been paid, to the extent payment is required by Company policy or law (collectively, the "Accrued Payments").

(b) Upon Disability or Death. The Employee may be terminated if, during the Employment Period, (i) the Employee should by reason of any medically determinable physical or mental impairment, become unable to perform, with or without reasonable accommodation, the essential functions of his job for the Company hereunder and such incapacity has continued for a total of ninety (90) consecutive days or for any one hundred eighty (180) days in a period of three hundred sixty-five (365) consecutive days (a "Disability") or (ii) the Employee's death ("Death"). If the Employee is discharged under Section 4.1(b), the Company will have no other liability under this Agreement to the Employee other than to pay the Accrued Payments.

(c) Without Cause. The Employee and the Company expressly agree that nothing in this Agreement shall prohibit the Company from discharging the Employee for any reason by giving thirty (30) days advance written notice to the Employee and that any such discharge will not constitute a breach of this Agreement. If the Employee is discharged under Section 4.1(c), and Section 4.3 does not apply, the Company shall pay the Employee the Accrued Payments and, subject to Section 4.4, shall provide the Employee with the following severance benefits: (A) continued payment of the Employee's Base Salary, at the rate in effect on the date of termination, for three (3) months following the date of termination, payable in accordance with the Company's normal payroll practices; and (B) if the Employee timely elects continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), payment by the Company of the COBRA premiums for the Employee and the Employee's eligible dependents for three (3) months following the date of termination or, if earlier, until the Employee

becomes eligible for group health coverage from a subsequent employer (collectively, the "Severance Benefits").

4.2 Termination by Employee. Notwithstanding anything contained elsewhere in this Agreement to the contrary, the Employee may terminate his employment hereunder at any time and for any reason whatsoever or for no reason at all in the Employee's sole discretion by giving thirty (30) days' written notice to the Company pursuant to Section 11 ("Voluntary Resignation"). If the Employee terminates his employment pursuant to Section 4.2, the Company will have no other liability under this Agreement to the Employee, other than to pay the Accrued Payments.

4.3 Change of Control. If there is a Change of Control (as defined in the Incentive Plan), and the Company terminates the Employee without Cause within two years after the Change of Control, pursuant to Section 4.1(c) of this Agreement, the Employee shall be paid twelve (12) months of Base Salary in a lump sum within sixty (60) days following his termination, subject to the Employee's execution and delivery of a reasonable general release of claims in favor of the Company. The Employee shall also receive the Accrued Payments. In addition, upon such termination and subject to the release described above, each outstanding equity award held by the Employee, including restricted stock units and stock options, shall become fully vested and, as applicable, exercisable as of the date of termination.

4.4 Release. The Employee's receipt of the Severance Benefits is conditioned on the Employee's execution and delivery, within sixty (60) days following the date of termination, of a reasonable general release of claims in favor of the Company, and on such release becoming effective and irrevocable in accordance with its terms, and on the Employee's continued compliance with Sections 5, 6 and 7. Payments of Base Salary under Section 4.1(c) shall begin on the first regular payroll date following the date the release becomes effective, and the first payment shall include any amounts that would otherwise have been paid before that date. If the sixty (60) day period spans two calendar years, payments shall begin in the second calendar year.

5. CONFIDENTIALITY.

5.1 Definition and Use of Confidential Information. As used in this Agreement, "Confidential Information" means trade secrets and any other proprietary or confidential information that derives independent economic value to the Company from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and that is the subject of efforts by the Company that are reasonable under the circumstances to maintain its secrecy. Confidential Information may include, but not be limited to, inventions, disclosures, processes, systems, know-how, methods, techniques, drawings, applications, solutions, materials, devices, research activities and plans, scientific data, specifications, costs of production, prices, promotional methods, financial information, marketing plans or customer and supplier information.

The Employee agrees that any Confidential Information which the Employee may acquire in the course of employment with the Company shall be regarded as held by him in a fiduciary capacity solely for the benefit of the Company and shall not at any time, either during the term of this Agreement or thereafter, be disclosed, divulged, furnished or made available to any third party or be otherwise used by the Employee other than in the regular course of business of the Company.

Information or collections of information shall be considered covered by the preceding sentence if not known by the public generally, even though portions of such information may be publicly available or may be available to certain third parties pursuant to arrangements with the Company.

5.2 Delivery of Confidential Information upon Termination. Upon termination of his employment with the Company, the Employee will deliver to the Company all writings relating to or containing Confidential Information, including without limitation, notes, memoranda, letters, drawings, diagrams, printouts, computer tapes, computer disks, and any other form of recorded information.

5.3 Exemption from Liability. The Employee shall not be considered in breach of this Section 5 and shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information, including a trade secret, that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and is made solely for the purpose of reporting or investigating a suspected violation of law. The same immunity will be provided for the disclosure of any Confidential Information (including a trade secret) that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Employee may also, in connection with filing a lawsuit for retaliation by the Company for reporting a suspected violation of law, disclose the Confidential Information (including a trade secret) to the Employee's attorney and use such information in the court proceeding if the Employee files any document containing such information under seal and does not disclose the information, except pursuant to court order.

6. **DEVELOPMENTS.** The Employee agrees promptly to disclose to the Company all inventions, improvements, enhancements, discoveries and developments which are within the scope of the Company's business during the Employment Period and which are made, developed, or conceived by him, either solely or jointly with others, during the Employment Period. All such inventions, improvements, enhancements, discoveries and developments shall become and remain the property of the Company, whether or not patent or copyright applications are filed thereon or with respect thereto, and the Employee, in consideration for the execution of this Agreement and his employment by the Company, hereby sells, assigns and transfers to the Company all right, title and interest in and to such inventions, improvements, enhancements, discoveries and developments and further agrees that he will cooperate fully and unconditionally in all reasonable requests by the Company in furtherance of protecting, developing or exploiting commercially any inventions, improvements, enhancements, discoveries and developments disclosed pursuant to Section 6 during the Employment Period. Further, during the Employment Period, the Employee agrees that he will promptly execute all necessary documents requested of him by the Company incidental to any patent or copyright applications, assignments, powers of attorney and all other documents and do such other things as, in the opinion of counsel for the Company, may be necessary or useful for the full enjoyment thereof throughout the world by the Company and its designees.

7. **NON-SOLICITATION; NON-COMPETITION.**

7.1 Non-Solicitation. In addition to the limitations contained in Section 2, the Employee agrees that during the term of this Agreement, and for a period of two years after termination of this Agreement, that he shall not in act in any capacity, either separately or in

association with others, on behalf of any party other than the Company to: (1) employ or solicit for employment or endeavor in any way to entice away from employment with Company (a) any current employee of Company or (b) any person who was employed by Company in any preceding 12-month period; (2) solicit, induce or influence any supplier, customer, agent, consultant or other person that has a business relationship with Company to discontinue, reduce or modify such relationship with the Company; nor (3) solicit or enter into negotiations with any of the Company's identified potential acquisition candidates who were identified during the Employment Term.

7.2 Non-Competition. The Employee agrees that if he terminates his employment with the Company, pursuant to Section 4.2 of this Agreement, he will not, for a period of six (6) months, accept employment with, or perform any CFO-related functions for, a company whose principal business is manufacturing or selling manufactured homes in the State of Texas or the State of Georgia. The Employee further agrees that if he is terminated pursuant to Section 4.1(a), Section 4.1(b), or Section 4.1(c) of this Agreement, after a Change of Control (as defined in the Incentive Plan), he will not, for a period of twelve (12) months, accept employment with, or perform any CFO-related functions for, a company whose principal business is manufacturing or selling manufactured homes in the State of Texas or the State of Georgia.

7.3 Enforcement. The Employee acknowledges and agrees that in the event of a violation or Employee's threatened violation of Sections 7.1 or 7.2 (the "Restrictive Covenants"), the Company shall have no adequate remedy at law and shall therefore be entitled to enforce each such provision by temporary or permanent injunction or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies that may be available at law or in equity. If either of the Restrictive Covenants, or any part thereof, are held to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid or unenforceable portions. Without limiting the generality of the foregoing, if either of the Restrictive Covenants, or any part thereof, are held to be unenforceable because of the duration of such provision or the area covered thereby, the Parties hereto agree that the court making such determination shall have the power to reduce the duration and/or area of such provision and, in its reduced form, such provision shall then be enforceable.

8. **ABILITY TO PERFORM.** The Employee hereby represents and warrants to the Company that he has entered into no agreements which in any way limit or render the Employee incapable of performing his obligations under this Agreement or his fiduciary duties as the Chief Financial Officer of the Company.

9. **SURVIVAL OF OBLIGATIONS.** The covenants and agreements set forth in this Agreement shall survive any termination of this Agreement and remain in full force and effect regardless of the cause of the termination to the full extent necessary to protect the interest of the party in whose favor they run.

10. **ASSIGNABILITY OF AGREEMENT.**

10.1 By Employee. Except as otherwise provided in this Agreement, the Employee shall not be entitled to assign (voluntarily or involuntarily, by operation of law or otherwise) any of his

rights under this Agreement, nor delegate any of his duties or obligations under this Agreement, without the prior written consent of the Company.

10.2 By the Company. The benefits hereunder with respect to the rights of the Company to the services of the Employee may be assigned by the Company, with the consent of the Employee, to any other company or other business entity which succeeds to all or substantially all of the business of the Company through merger, consolidation, corporate reorganization or by acquisition of all or substantially all of the assets of the Company or to a company controlled by it, or controlling it, or under common control with it; provided, however, that the assignment shall not be effective unless the assignee specifically agrees in writing to be bound by, and assume, the obligations and liabilities of the Company under this Agreement.

11. **NOTICES.** All notices, consents, waivers or demands of any kind which either party to this Agreement may be required or may desire to serve on the other party in connection with this Agreement, shall be in writing and may be delivered by personal service or sent by facsimile or email or sent by registered or certified mail, return receipt requested, with postage thereon fully prepaid. All such communications shall be addressed as follows:

Corporation:	Legacy Housing Corporation 1600 Airport Freeway, #100 Bedford, Texas 76002
with copies to:	Spencer G. Feldman, Esq. Olshan Frome Wolosky LLP 1325 Avenue of the Americas, 15th Floor New York, New York 10019
Employee:	Darren McCallon [Redacted]

If sent by facsimile or email, a confirmed copy of such facsimile or email notice shall promptly be sent by mail (in the manner provided above) to the addresses. Service of any such communication made only by mail shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third (3rd) business day after the date of mailing, whichever is earlier in time. Either party thereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to which such notices or demands are thereafter to be addressed or delivered. Nothing contained in this Agreement shall excuse either party from giving oral notice to the other when prompt notification is appropriate, but any oral notice given shall not satisfy the requirement of written notice as provided in this Section.

12. **SUPERSEDES OTHER AGREEMENTS.** This Agreement supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, regarding the subject matter herein.

13. **GOVERNING LAW.** This Agreement shall be interpreted and enforced according to the laws of the State of Texas (regardless of that jurisdiction's or any other jurisdiction's choice of law principles). The Parties agree to submit any dispute, claim or controversy relating to this Agreement, the Employee's employment or the termination thereof to arbitration under the Employment Arbitration Rules of the American Arbitration Association, which shall have exclusive jurisdiction over such dispute. The Parties agree to enter into mediation prior to arbitration. The Company shall pay the fees of the American Arbitration Association and the arbitrator to the extent required by the Employment Arbitration Rules, and each Party shall bear its own attorneys' fees and costs.

14. **SEVERABILITY.** If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the Parties, it will be stricken, (b) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect.

15. **TAX WITHHOLDING.** All compensation payable to the Employee under this Agreement is stated in gross amounts and shall be subject to all applicable withholding taxes, other normal payroll deductions and any other amounts required by law to be withheld. Notwithstanding any provision in any award agreement issued under the Incentive Plan to the contrary, the Employee may satisfy any tax withholding obligations with respect to any equity issued under the Incentive Plan by electing to have the Company withhold a number of shares otherwise to be issued to the Employee having a fair market value equal to the taxes to be withheld.

16. **SECTION 409A.** The intent of the Parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered accordingly. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered "nonqualified deferred compensation" under Code Section 409A unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that clause (ii) shall not be violated without regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Employee's taxable year following the taxable year in which the expense occurred. For purposes of Code Section 409A, the Employee's right to receive any installment payments pursuant to this Agreement shall

be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "within sixty (60) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company. If the Employee is a specified employee within the meaning of Section 409A(a)(2)(B)(i) of the Code and would receive any payment sooner than 6 months after the Employee's "separation from service" that, absent the application of this Section 16, would be subject to additional tax imposed pursuant to Section 409A of the Code as a result of such status as a specified employee, then such payment shall instead be payable on the date that is the earliest of (i) 6 months after the Employee's "separation from service," or (ii) the Employee's death.

17. **SECTION 280G.** In the event that any payments, distributions, benefits or entitlements of any type payable to the Employee (the "Total Payments") would (i) constitute "parachute payments" within the meaning of Section 280G of the Code (which will not include any portion of payments allocated to the restrictive covenant provisions of Section 7 hereof that are classified as payments of reasonable compensation for purposes of Section 280G of the Code), and (ii) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be either: (a) provided in full, or (b) provided as to such lesser extent as would result in no portion of such Total Payments being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the Employee's receipt on an after-tax basis of the greatest amount of the Total Payments, notwithstanding that all or some portion of the Total Payments may be subject to the Excise Tax. Unless the Company and the Employee otherwise agree in writing, any determination required under this Section 17 shall be made in writing in good faith based on the advice of a nationally recognized accounting firm selected by the Company (with approval of the Employee) (the "Accountants"). In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the Total Payments that are payable in cash under this Agreement (with the latest payments being forfeited first) and then by reducing or eliminating any amounts that are payable with respect to long-term incentives including any equity-based or equity-related awards (whether payable in cash or in kind). For purposes of making the calculations required by this Section 17, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably require in order to make a determination under this Section 17, and the Company shall bear the cost of all fees the Accountants charge in connection with any calculations contemplated by this Section 17.

18. **COUNTERPARTS.** This Agreement may be executed in two original counterparts. Both counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year written above.

/s/ Darren McCallon
Darren McCallon

LEGACY HOUSING CORPORATION

By: /s/ Jeffrey Stouder
Name: Jeffrey Stouder
Title: Chairman, Audit Committee