

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

**CHINA GENSHENG MINERALS, INC.**

CIK: **1338578** | IRS No.: **910541437** | State of Incorporation: **NV** | Fiscal Year End: **1231**  
Type: **8-K** | Act: **34** | File No.: **001-34649** | Film No.: **13528009**  
SIC: **3990** Miscellaneous manufacturing industries

Mailing Address

*NO. 88 GENSHENG ROAD,  
DAYUGOU TOWN,  
GONGYI, HENAN, F4 451271*

Business Address

*NO. 88 GENSHENG ROAD,  
DAYUGOU TOWN,  
GONGYI, HENAN, F4 451271  
(86) 371-64059818*

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**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): **January 8, 2013**

**CHINA GENSHENG MINERALS, INC.**

*(Exact Name of Registrant as Specified in Charter)*

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

**001-34649**  
*(Commission  
File Number)*

**91-0541437**  
*(IRS Employer  
Identification No.)*

**No. 88 Gengsheng Road  
Dayugou Town, Gongyi, Henan  
People's Republic of China**  
*(Address of Principal Executive Offices)*

**451271**  
*(Zip Code)*

**(86) 371-64059818**

*Registrant's telephone number, including area code*

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

On January 8, 2013, Mr. Ningfang Liang tendered his resignation as Chief Financial Officer of China GengSheng Minerals, Inc. (the “Company”) for personal reasons. On January 11, 2013, the Board of Directors of the Company resolved to accept Mr. Liang’s resignation, effective as of January 8, 2013 and appointed Ms. Shuxian Li as interim Chief Financial Officer, effective January 11, 2013. Ms. Li, 54, has over twenty years of finance and accounting experience. She has been working with CHGS since July 2005, serving as financial officer, audit committee chair and director of internal control office and women’s committee chair. Prior to joining the Company, Ms. Li worked at Henan Xinzheng Tobacco Co. from April 1983 through June 2005, holding various finance and accounting positions in its financial, management, audit and cost management departments. Ms. Li holds the designation of CPA, ICPA and Certified Tax Planner. She received her Bachelor’s degree from Zhengzhou University.

Pursuant to Employment Agreement between the Company and Ms. Li dated January 11, 2013, Ms. Li will be entitled to an annual salary of Renminbi 180,000 (approximately \$28,931) and will serve as the Company’s interim Chief Financial Officer until a suitable candidate for Chief Financial Officer has been qualified and selected by the Company.

There is no family relationship between Ms. Li and any of our other officers and directors. There are no understandings or arrangements between Ms. Li and any other person pursuant to which Ms. Li was selected as an officer.

Except for the aforementioned Employment Agreement, there has not been any transaction or currently proposed transaction, in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which Ms. Li had or will have a direct or indirect material interest since the beginning of the Company’s last fiscal year.

The forgoing description of the principal terms of the Employment Agreement is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the Employment Agreement attached hereto as Exhibit 10.1, which is incorporated herein by this reference.

**Item 9.01 Financial Statements and Exhibits.**

(d)

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Employment Agreement, dated January 11, 2013, by and between Ms. Shuxian Li and the Company</a>

**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.

**CHINA GENGSHEG MINERALS, INC.**

Date: January 14, 2013

By: /s/ Shunqing Zhang \_\_\_\_\_

Name: Shunqing Zhang

Title: Chief Executive Officer

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**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is dated as of the 11<sup>th</sup> day of January, 2013 by and between China Gengsheng Minerals, Inc., a Nevada corporation with its principal office at 88 Gengsheng Road, Dayugou Town, Gongyi, Henan, People's Republic of China (the "Company"), and Shuxian Li, residing at 16 Tobacco Factory Avenue, Xinzheng, Henan, People's Republic of China ("Executive").

W I T N E S S E T H:

WHEREAS, the Company is desirous of engaging Shuxian Li as its interim Chief Financial Officer and she is agreeable to being so appointed on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Effective Date of Agreement. This Agreement and the obligations of the parties to adhere to the terms and conditions contained herein shall be deemed effective immediately on the date of this Agreement, i.e. 11<sup>th</sup> day of January 2013.

2. Employment and Duties.

(a) Subject to the terms and conditions hereinafter set forth, the Company hereby employs Shuxian Li as its interim Chief Financial Officer, and she shall have the duties and responsibilities associated with a Chief Financial Officer of a public corporation. During the Term, as hereinafter defined, Executive shall report to the Company's Chief Executive Officer and the audit committee of the board of directors. Executive shall also perform such other duties and responsibilities as may be determined by the Company's board of directors, audit committee and Chief Executive Officer, as long as such duties and responsibilities are consistent with those of the Company's Chief Financial Officer.

(b) Executive shall also serve in such executive capacity or capacities with respect to any affiliate of the Company to which she may be elected or appointed, provided that such duties are consistent with those of the Company's Chief Financial Officer. During the Term, Executive shall receive no additional compensation for services rendered pursuant to this Section 2(b). For purposes of this Agreement, the term "affiliate" shall mean an entity that is controlled by the Company.

(c) Unless terminated earlier as provided in Section 6 of this Agreement, this Agreement shall have a term (the "Term") commencing as of January 11th, 2013 and expiring on the date when a suitable candidate for Chief Financial Officer has been qualified and selected unless terminated by either party on not less than thirty (30) days notice prior to the expiration of the Term.

3. Performance. Executive hereby accepts the employment contemplated by this Agreement. During the Term, she shall devote all of her business time to the performance of her duties under this Agreement, and shall perform such duties diligently, in good faith and in a manner consistent with the best interests of the Company.

4. Compensation and Other Benefits.

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For her services to the Company during the Term, the Company shall pay Executive an annual salary (“Salary”) at the rate of RMB 180,000 (say RMB Yuan One Hundred and Eighty Thousand only) per annum.

All Salary payments shall be payable in equal monthly installments at the end of each calendar month, as the Company regularly pays its employees in accordance with normal payroll practices.

5. Reimbursement of Expenses. The Company shall reimburse Executive, upon presentation of proper expense statements, for all authorized, ordinary and necessary out-of-pocket expenses reasonably incurred by Executive during the Term in connection with the performance of her services pursuant to this Agreement hereunder in accordance with the Company’s expense reimbursement policy.

6. Termination of Employment.

(a) This Agreement and Executive’s employment hereunder shall terminate immediately upon her death.

(b) This Agreement and Executive’s employment pursuant to this Agreement, may be terminated by her or the Company on not less than thirty (30) days’ written notice in the event of Executive’s Disability. The term “Disability” shall mean any illness, disability or incapacity of Executive which prevents her from substantially performing her regular duties for a period of two (2) consecutive months or three (3) months, even though not consecutive, in any twelve (12) month period. However, if Executive is covered by long-term disability insurance, the Company may not terminate this Agreement pursuant to this Section 6(b) unless she is eligible for disability payments under her long-term disability insurance.

(c) The Company may terminate this Agreement and Executive’s employment pursuant to this Agreement for cause with no notice. The term “cause” shall mean:

(i) Repeated failure to perform material instructions from the Company’s board of directors, Chief Executive Office or audit committee, provided that such instructions are reasonable and consistent with her duties as set forth in Section 2 of this Agreement or any other failure or refusal by Executive to perform her duties required by said Section 2; provided, however, that Executive shall have received notice from the Board specifying the nature of such failure in reasonable detail and she shall have failed to cure the failure within ten (10) business days after receipt of such notice:

(ii) a breach of Section 7, 8 or 9 of this Agreement and material breach of other provisions of this Agreement;

(iii) a breach of trust whereby Executive obtains personal gain or benefit at the expense of or to the detriment of the

Company;

(iv) her use of illegal substances;

Officer or ;

(v) her abuse of alcohol continuing after written notice from the board of directors or the Company’s Chief Executive

any of its affiliates or their property, business or reputation;

(vi) any fraudulent or dishonest conduct by Executive or any other conduct by her, which damages the Company or

fraud, theft, embezzlement or use or possession of illegal substances; or

(viii) the admission by Executive of any matters set forth in Section 6(c) (vii) of this Agreement.

(ix) failure to ensure that the Company's filings with the Securities and Exchange Commission are on time;

(x) failure to ensure the accuracy of Company's filings with the Securities and Exchange Commission.

In the case of termination under this sub-section 6(c), the Company shall have no further obligation or liability to Executive except to pay Executive her base salary earned through the date of termination, minus applicable taxes and withholdings.

(e) Executive's resignation prior to the expiration of the Term, other than for Good Reason shall be treated in the same manner as a termination for cause. The term "Good Reason" shall mean:

(i) Any material breach by the Company of its obligations under this Agreement which are not cured within ten (10) business days after notice from Executive which sets forth in reasonable detail the nature of the breach.

(ii) Any change in Executive's duties such that Executive is no longer the Company's Chief Financial Officer, unless such change was made with her consent.

(iii) Any action on the part of the Company which significantly impairs Executive's ability to exercise her duties as the Company's Chief Financial Officer.

7. **Trade Secrets and Proprietary Information.** Executive recognizes and acknowledges that the Company, through the expenditure of considerable time and money, has developed and will continue to develop in the future information concerning customers, clients, marketing, products, services, business, research and development activities and operational methods of the Company and its customers or clients, contracts, financial or other data, technical data or any other confidential or proprietary information possessed, owned or used by the Company, the disclosure of which could or does have a material adverse effect on the Company, its business, any business it proposes to engage in, its operations, financial condition or prospects and that the same are confidential and proprietary and considered confidential information of the Company for the purposes of this Agreement. In consideration of her employment and engagement as Chief Financial Officer, Executive agrees that she will not, during or after the Term, without the written consent of the Company's Chief Executive Officer, make any disclosure of confidential information now or hereafter possessed by the Company, to any person, partnership, corporation or entity either during or after the term here of, except that nothing in this Agreement shall be construed to prohibit her from using or disclosing such information (a) if such disclosure is necessary in the normal course of the Company's business in accordance with Company policies or instructions or authorization from the board of directors or executive committee, (b) such information shall become public knowledge other than by or as a result of disclosure by a person not having a right to make such disclosure, (c) complying with legal process; provided, that in the event she is required to make disclosure pursuant to legal process, she shall give the Company prompt notice thereof and the opportunity to object to the disclosure, or (d) subsequent to the Term, if such information shall have been disclosed to her as a matter of right by a person not subject to a confidentiality agreement with or other obligation of confidentiality to the Company. For the purposes of Sections 7, 8 and 9 of this Agreement, the term "Company" shall include the Company, its parent, its subsidiaries and its affiliates. Executive agrees that, upon termination of her employment with the Company for any reason or otherwise upon request by the Company, she will promptly return to the Company all Confidential Information within her possession or control, including all copies of such Confidential Information, all abstracts of such Confidential Information and any other information containing such Confidential Information in whole or in part.

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8. Covenant Not To Solicit or Compete.

(a) During the period from the date of this Agreement until (2) years following the date on which Executive' s employment is terminated, she will not, directly or indirectly:

(i) Persuade or attempt to persuade any person or entity which is or was a customer, client or supplier of the Company to cease doing business with the Company, or to reduce the amount of business it does with the Company (the terms "customer" and "client" as used in this Section 8 to include any potential customer or client to whom the Company submitted bids or proposals, or with whom the Company conducted negotiations, during the term of Executive' s employment hereunder or during the twelve (12) months preceding the termination of her employment);

(ii) solicit for herself or any other person or entity other than the Company the business of any person or entity which is a customer or client of the Company, or was a customer or client of the Company within one (1) year prior to the termination of her employment; or

(iii) persuade or attempt to persuade any employee of the Company, or any individual who was an employee of the Company during the one (1) year period prior to the lawful and proper termination of this Agreement, to leave the Company' s employ, or to become employed by any person or entity other than the Company.

(b) Executive acknowledges that the restrictive covenants (the "Restrictive Covenants") contained in Sections 7 and 8 of this Agreement are a condition of her employment are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part of any of the Restrictive Covenants, is invalid or unenforceable, the remainder of the Restrictive Covenants and parts thereof shall not thereby be affected and shall remain in full force and effect, without regard to the invalid portion. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, such court shall have the power to reduce the geographic or temporal scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable.

9. Inventions and Discoveries. Executive agrees promptly to disclose in writing to the Company and to no other person or entity without the Company' s permission any invention or discovery made by her during the period of time that this Agreement remains in full force and effect, whether during or after working hours, in any business in which the Company is then engaged or which otherwise relates to any product or service dealt in by the Company and such inventions and discoveries shall be the Company' s sole property. Executive acknowledges that any such invention or discovery developed by her and any intellectual property rights relating thereto shall be considered as "work performed for hire." In the event that any such intellectual property rights are not, for any reason, deemed work performed for hire, Executive hereby assigns to the Company any and all of her right, title and interest therein to the Company. Upon the Company' s request, Executive shall execute and assign to the Company all applications for copyrights and letters patent of the United States and such foreign countries as the Company may designate, and Executive shall execute and deliver to the Company such other documents or instruments as the Company deems necessary to confirm the Company' s sole ownership of all rights, title and interest in and to such inventions and discoveries, as well as all copyrights and/or patents. In the event that Executive does not execute any such documents or take any such actions, she hereby appoints the Company as her attorney in fact to sign any such documents, and take any such actions, on her behalf. The Executive further agrees that the Company is not required to designate Executive as an author of or contributor to any Invention or to secure Executive' s permission to change or otherwise alter any Invention. If services in connection with applications for copyrights and/or patents are performed by Executive at the Company' s request after the termination of her employment hereunder, the Company shall pay her reasonable compensation for such services rendered after termination of this Agreement. Executive hereby waives, for the benefit of all persons, any and all right, title and interest in the nature of "moral rights" or "droit moral" granted to her in any country in the world in connection with the Inventions.

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10. Injunctive Relief. Executive agrees that her violation or threatened violation of any of the provisions of Sections 7, 8 or 9 of this Agreement shall cause immediate and irreparable harm to the Company. In the event of any breach or threatened breach of any of said provisions, Executive consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting her from any violation or threatened violation of such provisions and compelling her to comply with such provisions. In the event an injunction is issued against any such violation by Executive, the period referred to in Section 8 of this Agreement shall continue until the later of the expiration of the period set forth therein or one (1) month from the date a final judgment enforcing such provisions is entered and the time for appeal has lapsed. The provisions of Sections 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement and Executive's employment pursuant to this Agreement.

11. Dispute Resolution. The Executive and the Company agree that any dispute or claim relating to, arising from, or connected in any manner with this Agreement or with the Executive's employment with the Company shall be resolved exclusively through final and binding arbitration conducted under the auspices of the American Arbitration Association ("AAA") in accordance with the employment arbitration rules and procedures of the AAA. The arbitration shall be held in New York City. The losing party shall bear the costs of the arbitration. The arbitrator shall have jurisdiction to determine any claim, including the arbitrability of any claim, submitted to him/her and may grant any relief authorized by law for any properly established claim. The interpretation and enforceability of this paragraph of this Agreement shall be governed by and construed in accordance with the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* More specifically, the parties agree to submit to binding arbitration any claims for unpaid wages or benefits, claims arising under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Genetic Information Nondiscrimination Act, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Fair Labor Standards Act, Sections 1981 through 1988 of Title 42 of the United States Code, and any corollary state and local laws. The Executive hereby expressly and knowingly waives her right to have any such employment-related dispute heard by a court or jury. Notwithstanding the foregoing, the Company may apply to any court of competent jurisdiction in the State of New York for injunctive relief in connection with any breach or threatened breach by the Executive of Sections 8, 9 or 10 of this Agreement, and the Executive consents to jurisdiction in such courts.

12. Miscellaneous.

(a) Executive represents, warrants, covenants and agrees that she has a right to enter into this Agreement, that she is not a party to any agreement or understanding, oral or written, which would prohibit performance of her obligations under this Agreement, and that she will not use in the performance of her obligations hereunder any proprietary information of any other party which she is legally prohibited from using.

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(b) If requested by the Company, Executive will cooperate with the Company in connection with the Company's application to obtain key-man life insurance on her life, on which the Company will be the beneficiary. Such cooperation shall include the execution of any applications or other documents requiring her signature and submission of insurance applications and submission to a physical.

(c) Any notice, consent or communication required under the provisions of this Agreement shall be given in writing and sent or delivered by hand, overnight courier or messenger service, against a signed receipt or acknowledgment of receipt, or by registered or certified mail, return receipt requested, or telecopier or similar means of communication if receipt is acknowledged or if transmission is confirmed by mail as provided in this Section 11(c), to the parties at their respective addresses set forth at the beginning of this Agreement or by telecopier to the Company at 88 Gengsheng Road, Dayugou Town, Gongyi, Henan, People's Republic of China, or to Executive at [ ] with notice to the Company being sent to the attention of the individual who executed this Agreement on behalf of the Company. Either party may, by like notice, change the person, address or telecopier number to which notice is to be sent. If no telecopier number is provided for Executive, notice to her shall not be sent by telecopier.

(d) This Agreement shall in all respects be construed and interpreted in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York applicable to contracts executed and to be performed wholly within such State, without regard to principles of conflicts of laws. The parties hereto agree to submit to the exclusive jurisdiction of the state and federal courts of New York, New York.

(e) If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law, and any court having jurisdiction may reduce the scope of any provision of this Agreement, including the geographic and temporal restrictions set forth in Section 8(a) of this Agreement, so that it complies with applicable law.

(f) This Agreement constitutes the entire agreement of the Company and Executive as to the subject matter hereof, superseding all prior or contemporaneous written or oral understandings or agreements, including any and all previous employment agreements or understandings, all of which are hereby terminated, with respect to the subject matter covered in this Agreement. This Agreement may not be modified or amended, nor may any right be waived, except by a writing which expressly refers to this Agreement, states that it is intended to be a modification, amendment or waiver and is signed by both parties in the case of a modification or amendment or by the party granting the waiver. No course of conduct or dealing between the parties and no custom or trade usage shall be relied upon to vary the terms of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(g) Neither party hereto shall have the right to assign or transfer any of its or her rights hereunder except in connection with a merger or consolidation of the Company or a sale by the Company of all or substantially all of its business and assets.

(h) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and permitted assigns.

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(i) The headings in this Agreement are for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement.

(j) No delay or omission to exercise any right, power or remedy accruing to either party hereto shall impair any such right, power or remedy or shall be construed to be a waiver of or an acquiescence to any breach hereof. No waiver of any breach hereof shall be deemed to be a waiver of any other breach hereof theretofore or thereafter occurring. Any waiver of any provision hereof shall be effective only to the extent specifically set forth in an applicable writing. All remedies afforded to either party under this Agreement, by law or otherwise, shall be cumulative and not alternative and shall not preclude assertion by such party of any other rights or the seeking of any other rights or remedies against any other party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**CHINA GENSHENG MINERALS, INC.**

By: /s/ Shunqing Zhang \_\_\_\_\_

Shunqing Zhang

Chief Executive Officer, President and Chairman

**Executive:**

/s/ Shuxian Li \_\_\_\_\_

Shuxian Li

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