
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): **April 14, 2017**

ENER-CORE, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-37642

(Commission
File Number)

45-0525350

(I.R.S. Employer
Identification No.)

**8965 Research Drive
Irvine, California 92618**

(Address of principal executive offices) (Zip Code)

(949) 616-3300

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

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

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 1.01 Entry into a Material Definitive Agreement.

Offer Letter

As described in Item 5.02 below, effective as of April 14, 2017, Ener-Core, Inc. (the “Company”) became bound to the terms an offer letter (the “Offer Letter”) with Kent Williams in connection with his appointment to the Board of Directors of the Company (the “Board”). Additional information regarding the Offer Letter is incorporated herein by reference to “Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers” of this Current Report on Form 8-K.

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

Director Appointment: Offer Letter

Effective as of April 14, 2017, the Board appointed Kent Williams to fill a vacancy on the Board. Mr. Williams has not yet been appointed as a member of any committee of the Board. Mr. Williams is an “independent director” for purposes of the Company’s Corporate Governance Guidelines, with reference to the relevant rules of the national securities exchanges in the United States, although such definitions do not currently apply to the Company because its securities are not listed on a national securities exchange.

Mr. Williams accepted the foregoing appointment pursuant to an Offer Letter from the Company, which became effective as of April 14, 2017 (the “Effective Date”), which provides for the grant of an option (the “Option”) under the Company’s 2015 Omnibus Incentive Plan (the “2015 Plan”), granted as of the Effective Date, to purchase 25,000 shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”), at an exercise price per share of \$2.50, which price is at or above the fair market value per share of Common Stock on such date. In addition, Mr. Williams will be entitled to reimbursement for reasonable travel expenses incurred to attend meetings of the Board, in accordance with the Company’s expense reimbursement policy as in effect from time to time, as well as to indemnification in his capacity as a director. Mr. Williams is also entitled to an annual director’s fee of \$40,000.

In connection with the above-described Option, the Company and Mr. Williams entered into a stock option agreement (the “Option Agreement”), in the form provided by the 2015 Plan. The Option Agreement provides for 1/4 of the total number of shares underlying the Option to vest after twelve months and 1/48 of the total number of shares underlying the Option to vest each month commencing each month thereafter. The Option will expire on April 14, 2027 and will become fully exercisable immediately prior to, and contingent upon, a “Change in Control” (as defined in the 2015 Plan).

The Offer Letter and the Option Agreement are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference. The foregoing descriptions do not purport to be complete and are qualified in their entirety by reference to such exhibits.

Since 2002, Mr. Williams has served as a managing member of Vista Asset Management LLC. Mr. Williams also currently serves as a strategic advisor to alternative energy companies focused on plug-in hybrid electric vehicle (PHEV) drive trains and new battery technologies, including as a member of the board of directors of ViZn Energy since 2016, and as an advisor to the boards of directors of ZAF Energy Systems since 2016 and Efficient Drivetrains since 2015. From 2012 to 2014, Mr. Williams also on the board of directors of Copytele Inc., now known as ITUS Corporation (Nasdaq: ITUS). In 2010, he was a founder of VIA Motors, a clean tech, plug-in electric vehicle company. Before joining Vista Asset Management, Williams accumulated more than 30 years of experience in the capital markets, including positions with U.S. Trust, Wood Island Associates, and Merrill Lynch. During his 16-year tenure at Wood Island Associates, Williams served as a principal, portfolio manager, analyst and head of trading. He was appointed Vice Chairman of the American Stock Exchange ITAC Committee from 1985 to 1998. Mr. Williams received his M.B.A. from St. Mary’s College of California and a B.A. from the University of California at Berkeley.

The Board concluded that Mr. Williams' extensive experience as an advisor within the capital markets and his substantial energy-related experience made his appointment to the Board appropriate. There is no family relationship between Mr. Williams and any of the registrant's current directors, executive officers or persons nominated or charged to become directors or executive officers, or those of the Company's subsidiary. There are no transactions between the registrant and Mr. Williams that would require disclosure under Item 404(a) of Regulation S-K.

In connection with Mr. Williams' appointment to the Board, the Company also entered into an indemnification agreement with Mr. Williams, substantially in the form previously filed with the SEC by the Company.

Item 7.01 Regulation FD Disclosure.

On April 19, 2017, the Company issued a press release regarding the appointment of Mr. Williams to the Board, which is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

As provided in General Instruction B.2 of Form 8-K, the information in this Item 7.01 of Current Report on Form 8-K (including Exhibit 99.1) 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 of that section, nor shall it be incorporated by reference into any registration statement or other document filed 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.

(d) Exhibits.

Exhibit Number	Description
10.1	Offer Letter to Kent Williams, effective April 14, 2017
10.2	Option Agreement dated April 14, 2017 between Ener-Core, Inc. and Kent Williams
99.1	Press Release dated April 19, 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.

ENER-CORE, INC.

Dated: April 19, 2017

By: /s/ Domonic J. Carney
Domonic J. Carney
Chief Financial Officer

EXHIBIT INDEX

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10.2	Option Agreement dated April 14, 2017 between Ener-Core, Inc. and Kent Williams
99.1	Press Release dated April 19, 2017



Ener-Core, Inc.
8965 Research Dr.
Irvine, CA 92618

949-616-3300
949-616-3399 Fax

March 30, 2017

Kent Williams
6 Katrina Court
Orinda, California 94563

Dear Kent,

On behalf of Ener-Core Inc., a Delaware corporation (the "Company") or its successors, I am pleased to invite you to join the Company's Board of Directors (the "Board"), subject to the confirmation of this invitation either by formal approval by the Board or by a duly held election of the stockholders of the Company, as appropriate (the date of such approval or election being the "Effective Date"), which we anticipate will be approximately April 1, 2017 or at which date Ener-Core's Secretary informs the Board of Directors that all legally necessary paperwork and checks have been completed. You will serve as a director from the Effective Date until the date upon which you are not re-elected or your earlier removal or resignation.

In consideration for your service on the Board and subject to approval by the Board, you will be granted an option under the Company's Stock Incentive Plan (the "Plan") to purchase 25,000 shares of the Company's common stock at an exercise price equal to US \$2.50 per share.

We will recommend that the Board set your vesting schedule as follows: (i) 1/4 of the total number of options will be vested after twelve months from the Effective Date, and (ii) 1/48 of the total number of options will be vested after each month thereafter.

In addition to the shares granted to you under the Company's Stock Incentive Plan, that you will receive an annual director's fee of \$40,000 payable monthly for your services as an independent director ("Annual Stipend"). There are no assurances that the Company will pay you the Annual Stipend, in addition to the shares being granted to you under the Plan, however, it is the Company's intention to provide cash compensation to board members in the future.

The Company will reimburse you for all reasonable travel expenses that you incur in connection with your attendance at meetings of the Board, in accordance with the Company's expense reimbursement policy as in effect from time to time. In addition, you will receive indemnification as a director of the Company to the maximum extent extended to directors of the Company generally, as set forth in the Company's certificate of incorporation, bylaws, an indemnification agreement between the Company and you (which will be provided to you upon the Effective Date), and any reasonable Director and Officer Insurance the Company may have and maintain from time to time.

Every January the Board's compensation committee will conduct an annual review of your compensation to ensure that the compensation remains adjusted to the company's and market conditions with final approval of any changes to the structure upon the approval of the Board and potentially a shareholder vote.

In accepting this offer, you are representing to us that (i) you do not know of any conflict which would restrict your service on the Board and (ii) you will not provide the Company with any documents, records, or other confidential information belonging to other parties.

This letter sets forth the initial compensation you will receive for your service on the Board. The Board's compensation committee will conduct an annual review of the Board compensation to ensure that the compensation remains adjusted to the company's and market conditions. Nothing in this letter should be construed as an offer of employment. If the foregoing terms are agreeable, please indicate your acceptance by signing the letter in the space provided below and returning this letter to the Company.

Sincerely,

ENER-CORE Inc.

By: /s/ Michael J. Hammons

Michael J. Hammons
Chairman

Accepted and agreed:

/s/ Kent Williams

Kent Williams

3/30/2017

Date

NOTICE OF GRANT OF NON-QUALIFIED STOCK OPTION

ENER-CORE, INC.
2015 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, Ener-Core, Inc. (the “**Company**”) hereby grants, pursuant to the provisions of the Ener-Core, Inc. 2015 Omnibus Incentive Plan (the “**Plan**”), to the Grantee designated in this Notice of Grant of Non-qualified Stock Option (the “**Notice of Grant**”) a Non-qualified Stock Option to purchase the number of Shares set forth in the Notice of Grant (the “**Option**”), subject to certain terms and conditions as outlined below in the Notice of Grant and the additional terms and conditions set forth in the attached Terms and Conditions of Stock Option (together with the Notice of Grant, the “**Award Agreement**”).

Grantee:	Kent Williams
Type of Option:	Non-qualified Stock Option
Grant Date:	April 14, 2017
Number of Shares Purchasable:	25,000
Option Price per Share:	\$2.50, which is above the Fair Market Value as of the Grant Date
Expiration Date:	April 14, 2027, which is 10 years from the Grant Date
Exercisability Schedule:	<p>25% vested on one year anniversary of date of grant. Remainder vests ratably over 36 months (1/48th of number of shares purchasable per month).</p> <p>Notwithstanding the foregoing Exercisability Schedule, exercisability of all or some portion of the Option may be accelerated in accordance with the terms and conditions of Section 2(c) of the attached Terms and Conditions.</p>
Exercise after Separation from Service:	<p><i>Separation from Service for any reason other than death, Disability or Cause:</i> any non-exercisable portion of the Option expires immediately and any exercisable portion of the Option remains exercisable for 90 days following Separation from Service for any reason other than death, Disability or Cause;</p> <p><i>Separation from Service due to death or Disability:</i> any non-exercisable portion of the Option expires immediately and any exercisable portion of the Option remains exercisable for 12 months following Separation from Service due to death or Disability; and</p> <p><i>Separation from Service for Cause:</i> the entire Option, including any exercisable and non-exercisable portion, expires immediately upon Separation from Service for Cause.</p> <p>IN NO EVENT MAY THE OPTION BE EXERCISED AFTER THE EXPIRATION DATE AS PROVIDED ABOVE.</p>

By signing below, the Grantee agrees that the Option is granted under and governed by the terms and conditions of the Plan and the Award Agreement, as of the Grant Date.

GRANTEE

Sign Name: /s/ Kent Williams

Print Name: Kent Williams

ENER-CORE, INC.

Sign Name: /s/ Domonic J. Carney

Print Name: Domonic J. Carney

Title: Chief Financial Officer

TERMS AND CONDITIONS OF STOCK OPTION

1. Grant of Option. The Option granted to the Grantee and described in the Notice of Grant is subject to the terms and conditions of the Plan. The terms and conditions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, the Award Agreement shall be construed in accordance with the terms and conditions of the Plan. Any capitalized term not otherwise defined in the Award Agreement shall have the definition set forth in the Plan.

The Board and the stockholders of the Company have approved the Plan. The Committee has approved the grant to the Grantee of the Option, conditioned upon the Grantee's acceptance of the terms and conditions of the Award Agreement within 60 days after the Award Agreement is presented to the Grantee for review.

If designated in the Notice of Grant as an Incentive Stock Option, the Option is intended to qualify as an Incentive Stock Option. To the extent that the Option fails to meet the requirements of an Incentive Stock Option or is not designated as an Incentive Stock Option, the Option shall be treated as a Non-qualified Stock Option.

2. Exercise of Option.

(a) Right to Exercise. The Option shall be exercisable, in whole or in part, during its term in accordance with the Exercisability Schedule set forth in the Notice of Grant and with the applicable provisions of the Plan and the Award Agreement. No Shares shall be issued pursuant to the exercise of the Option unless the issuance and exercise comply with applicable laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Grantee on the date on which the Option is exercised with respect to such Shares. Until such time as the Option has been duly exercised and Shares have been delivered, the Grantee shall not be entitled to exercise any voting rights with respect to such Shares, shall not be entitled to receive dividends or other distributions with respect thereto and shall not have any other rights of a stockholder with respect thereto.

(b) Method of Exercise. The Grantee may exercise the Option by delivering an exercise notice in a form approved by the Company (the "**Exercise Notice**"), which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Option Price as to all Shares exercised. The Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Option Price (as well as any applicable withholding or other taxes).

(c) Acceleration of Exercisability under Certain Circumstances. The exercisability of the Option shall not be accelerated under any circumstances, except as otherwise provided in the Plan; *provided, however*, that the Option shall become fully exercisable immediately prior to, and contingent upon, a Change in Control.

3. Method of Payment. If the Grantee elects to exercise the Option by submitting an Exercise Notice in accordance with Section 2(b) above, the aggregate Option Price (as well as any applicable withholding or other taxes) shall be paid by cash or check; *provided, however*, that the Committee may consent to payment in any of the following forms, or a combination of them:

- (a) cash or check;

(b) a “net exercise” under which the Company reduces the number of Shares issued upon exercise by the largest whole number of Shares with a Fair Market Value that does not exceed the aggregate Option Price and any applicable withholding, or such other consideration received by the Company under a cashless exercise program approved by the Company in connection with the Plan;

(c) surrender of other Shares owned by the Grantee that have a Fair Market Value on the date of surrender equal to the aggregate Option Price of the exercised Shares and any applicable withholding; or

(d) any other consideration that the Committee deems appropriate and in compliance with applicable law.

4. Restrictions on Exercise. The Option may not be exercised until such time as the Plan has been approved by the stockholders of the Company, or if the issuance of the Shares upon exercise or the method of payment of consideration for those Shares would constitute a violation of any applicable law, regulation or Company policy.

5. Non-Transferability of Option. The Option may not be transferred in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Grantee only by the Grantee; *provided, however*, that the Grantee may transfer the Option (a) pursuant to a domestic relations order by a court of competent jurisdiction or (b) to any Family Member of the Grantee in accordance with Section 17.9.2 of the Plan by delivering to the Company a notice of assignment in a form acceptable to the Company. No transfer or assignment of the Option to or on behalf of a Family Member under this Section 5 shall be effective until the Company has acknowledged such transfer or assignment in writing.

6. Term of Option. The Option may be exercised only within the term set forth in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of the Award Agreement.

7. Withholding.

(a) The Committee shall determine the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to any income recognized by the Grantee with respect to the Option.

(b) The Grantee shall be required to meet any applicable tax withholding obligation in accordance with the provisions of Section 17.3 of the Plan.

(c) Subject to any rules prescribed by the Committee, the Grantee shall have the right to elect to meet any withholding requirement (i) by having withheld from the Option at the appropriate time that number of whole Shares whose Fair Market Value is equal to the amount of any taxes required to be withheld with respect to the Option, (ii) by direct payment to the Company in cash of the amount of any taxes required to be withheld with respect to the Option or (iii) by a combination of Shares and cash.

(d) If the Grantee makes any disposition of Shares delivered pursuant to the exercise of an Incentive Stock Option under the circumstances described in Code Section 421(b) (relating to certain disqualifying dispositions), the Grantee shall notify the Company of such disposition within 10 days of such disposition.

8. Adjustment. Upon any event described in Section 15.1 of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 15.1 of the Plan shall apply to the Option.

9. Bound by Plan and Committee Decisions. By accepting the Option, the Grantee acknowledges that the Grantee has received a copy of the Plan, has had an opportunity to review the Plan, and agrees to be bound by all of the terms and conditions of the Plan. In the event of any conflict between the provisions of the Award Agreement and the Plan, the provisions of the Plan shall control. The authority to manage and control the operation and administration of the Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to the Award Agreement as it has with respect to the Plan. Any interpretation of the Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to the Award Agreement or the Plan shall be final and binding on all persons.

10. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of the Award Agreement and the Plan and that the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of the Option.

11. Regulatory Limitations on Exercises. Notwithstanding the other provisions of the Award Agreement, the Committee may impose such conditions, restrictions and limitations (including suspending the exercise of the Option and the tolling of any applicable exercise period during such suspension) on the issuance of Common Stock with respect to the Option unless and until the Committee determines that such issuance complies with (a) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (b) any applicable listing requirement of any stock exchange on which the Common Stock is listed, (c) any applicable Company policy or administrative rules and (d) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

12. Miscellaneous.

(a) Notices. Any notice that either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of the Award Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. The Award Agreement and the Plan constitute the entire agreement between the parties with respect to the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

(d) Binding Effect; Successors. The obligations and rights of the Company under the Award Agreement shall be binding upon and inure to the benefit of the Company and any successor corporation or organization resulting from the merger, consolidation, sale, or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The obligations and rights of the Grantee under the Award Agreement shall be binding upon and inure to the benefit of the Grantee and the beneficiaries, executors, administrators, heirs and successors of the Grantee.

(e) Governing Law; Consent to Jurisdiction; Consent to Venue. The Award Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware. For purposes of resolving any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Option or the Award Agreement, the parties hereto hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that any related litigation shall be conducted solely in the courts of Orange County, California or the federal courts for the United States for the Central District of California, where the Award Agreement is made and/or to be performed, and no other courts.

(f) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of the Award Agreement.

(g) Amendment. The Award Agreement may be amended at any time by the Committee, *provided* that no amendment may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Option.

(h) Severability. The invalidity or unenforceability of any provision of this Award Agreement shall not affect the validity or enforceability of any other provision of this Award Agreement, and each other provision of this Award Agreement shall be severable and enforceable to the extent permitted by law.

(i) No Rights to Service. Nothing contained in the Award Agreement shall be construed as giving the Grantee any right to be retained, in any position, as a director, officer, employee, or consultant of the Company or its Affiliates, or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Grantee at any time for any reason whatsoever or for no reason, subject to the Company's articles of incorporation, bylaws and other similar governing documents and applicable law.

(j) Section 409A. It is intended that the Award Agreement and the Option will be exempt from (or in the alternative will comply with) Code Section 409A, and the Award Agreement shall be administered accordingly and interpreted and construed on a basis consistent with such intent. This Section 12(j) shall not be construed as a guarantee of any particular tax effect for the Grantee's benefits under the Award Agreement and the Company does not guarantee that any such benefits will satisfy the provisions of Code Section 409A or any other provision of the Code.

(j) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements that may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of the Award Agreement and the Plan.

(k) Confidentiality. The Grantee agrees that the terms and conditions of the Option award reflected in the Award Agreement are strictly confidential and, with the exception of the Grantee's counsel, tax advisor, immediate family, or as required by applicable law, have not and shall not be disclosed, discussed or revealed to any other persons, entities or organizations, whether within or outside Company, without prior written approval of Company. The Grantee shall take all reasonable steps necessary to ensure that confidentiality is maintained by any of the individuals or entities referenced above to whom disclosure is authorized.



Ener-Core Appoints Kent Williams to its Board of Directors

IRVINE, Calif. – April 19, 2017 - Ener-Core, Inc. (OTCQB: ENCR), a developer and licensor of innovative gas conversion technologies for global commercial and industrial facilities, has appointed Kent Williams to its board of directors. His appointment increases the total number of board members to eight, with two members serving independently.

Williams is currently a strategic advisor to alternative energy companies focused on plug-in hybrid electric vehicle (PHEV) drive trains and new battery technologies including ViZn Energy, ZAF Energy Systems and Efficient Drivetrains. Williams has also served as managing member of Vista Asset Management LLC, since 2002. He is actively assisting automotive companies commercializing highly efficient and environmentally friendly powertrain technologies for light and heavy duty trucks, buses, vans and SUVs. He also advises battery companies commercializing innovative material science technologies for consumer and industrial applications.

Before joining Vista Asset Management, Williams accumulated more than 30 years of experience in the capital markets, including positions with U.S. Trust, Wood Island Associates, and Merrill Lynch. During his 16-year tenure at Wood Island Associates, Williams served as a principal, portfolio manager, analyst and head of trading. He was appointed Vice Chairman of the American Stock Exchange ITAC Committee from 1985 to 1998.

Alain Castro, CEO of Ener-Core commented: “Kent has a strong reputation for his financial and strategic advisory skills, and has been committed to accelerating the deployment of sustainable energy solutions, we are honored to have him join our team. We expect to leverage Kent’s knowledge and deep industry relationships to accelerate and advance many of our municipal projects in our current pipeline and to source new projects that could benefit from our Power Oxidation technology.”

“I see Ener-Core enabling industrial companies to lower their pollution mitigation costs while improving profitable on-site energy production projects,” said Kent Williams. “U.S. regulators and industrial customer awareness will come to appreciate Ener-Core’s technology which offers a new solution to mitigate air pollution, reduce carbon footprint while improving operating profitability. These attributes were underscored by Ener-Core’s announcement last week in relation to the potential expansion of its first license agreement.”

About Ener-Core

Irvine, California-based Ener-Core, Inc. (OTCQB: ENCR) owns and licenses its proprietary Power Oxidation technology, which has been commercially deployed and generates base load, clean power from polluting waste gases including methane. Ener-Core’s patented Power Oxidizer is designed to turn one of the most potent pollution sources into a profitable, “always on” source of clean energy. Ener-Core’s technology offers an alternative to the flaring (burning) of gaseous pollution while generating operating efficiencies and reducing the costs of compliance with environmental regulations. Ener-Core offers the 250 kW Ener-Core EC250 and the larger, 2 MW Ener-Core Powerstation KG2-3GEF/PO. For more information, please visit www.ener-core.com.

Cautionary Statement Regarding Forward Looking Statements

Forward-looking statements contained in this press release are made under the Safe Harbor Provision of the Private Securities Litigation Reform Act of 1995. Information provided by Ener-Core, Inc., such as online or printed documents, publications or information available via its website, including this press release, contain forward-looking statements that involve risks, uncertainties, assumptions, and other factors, which, if they do not materialize or prove correct, could cause its results to differ materially from historical results, or those expressed or implied by such forward-looking statements. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including statements containing the words “planned,” “expects,” “believes,” “strategy,” “opportunity,” “anticipates,” “outlook,” “designed” and similar words. These statements may include, among others, plans, strategies, and objectives of management for future operations; any statements regarding proposed new products, services, or developments; any statements regarding future economic conditions or performance; statements of belief; and any statements of assumptions underlying any of the foregoing. The information contained in this release is as of the date of this press release. Except as otherwise expressly referenced herein or required by law, Ener-Core assumes no obligation to update forward-looking statements.

Media and Investor Relations:

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