

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 25, 2022

USCB Financial Holdings, Inc.
(Exact name of registrant as specified in its charter)

Florida 001-41196 87-4070846
(State or other jurisdiction of incorporation) (Commission File Number) (IRS Employer Identification No.)

2301 N.W. 87th Avenue, Miami, Florida 33172
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (305) 715-5200

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))

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	USCB	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.

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

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Not applicable.
- (e) Effective April 25, 2022, U.S. Century Bank (the “Bank”), the wholly owned subsidiary of USCB Financial Holdings, Inc. (the “Company”), and Luis de la Aguilera, the President and Chief Executive Officer of the Company and Bank, entered into Amendment No. 3 (the “Amendment”) to his prior employment agreement dated as of April 16, 2016, as previously amended as of April 19, 2019 and April 30, 2019 (the “Prior Agreement”). The Amendment to the Prior Agreement was approved by the full Board of Directors of the Bank.

Under the terms of the Amendment, the term of the Prior Agreement was extended to September 30, 2022 from April 30, 2022.

There were no other changes effected to the Prior Agreement pursuant to the Amendment.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference thereto.

- (f) Not applicable.

Item 9.01 Financial Statements and Exhibits

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) The following exhibits are included with this Report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 3 dated April 25, 2022 to the Employment Agreement by and between U.S. Century Bank and Luis de la Aguilera dated April 16, 2016, as previously amended as of April 19, 2019 and April 30, 2019
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.

USCB FINANCIAL HOLDINGS, INC.

By: /s/Robert Anderson
Name: Robert Anderson
Title: Chief Financial Officer

Date: April 29, 2022

AMENDMENT NO. 3
to the
U.S. CENTURY BANK
EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 3 (the "Amendment") to the Employment Agreement between U.S. Century Bank, a Florida-chartered commercial bank (the "Bank" or the "Employer"), and Luis de la Aguilera (the "Executive") dated April 16, 2016 (the "Agreement"), is hereby effective as of April 25, 2022 ("Amendment Effective Date").

WHEREAS, the Executive is presently employed as the Chief Executive Officer of the Bank;

WHEREAS, the Bank and the Executive previously entered into the Agreement, as amended pursuant to the terms of the First Amendment to the Agreement dated as of April 4, 2019 and Amendment No. 2 to the Agreement dated as of April 30, 2019 (the "Second Amendment");

WHEREAS, Section 2(a) of the Agreement as amended by the Second Amendment, provides that the Initial Amended Term of the Agreement is for a term ending April 30, 2022 ("Amended Term Expiration Date"), unless extended in accordance with the provisions of Section 2(a);

WHEREAS, the Bank and Executive wish to extend the Amended Term Expiration Date;

WHEREAS, upon consideration, the Bank and the Executive wish to adopt certain mutually agreed revisions to the Agreement to reflect the extension of the Amended Term Expiration Date;

WHEREAS, the Bank desires to be ensured of the Executive's continued active participation in the business of the Employer under such revised terms; and

WHEREAS, the Executive is willing to serve the Employer on the terms and conditions set forth in the Agreement, as amended by this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Employers and the Executive do hereby agree to amend the Agreement as follows:

1. Section 2(a) of the Agreement be and hereby be amended by deleting the second and third sentences thereof and replacing said sentences in their entirety with the following two sentences, with the remainder of Section 2(a) remaining as it is currently drafted:

The term of employment under this Agreement shall be for a term ending September 30, 2022 (the "Initial Amended Term"). Prior to September 30, 2022 (the "Extension Anniversary Date") and each annual anniversary thereafter of the Extension Anniversary Date, the Board of Directors of the Bank shall consider and review (with appropriate corporate documentation thereof, and after taking into account all relevant factors, including the Executive's performance hereunder) a one-year extension of the term of this Agreement.

2. All other sections and provisions in the Agreement, as amended by the First Amendment and the Second Amendment, shall continue in full force and effect and are not affected by this Amendment.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall be deemed to be one and the same instrument. This Amendment, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the date first written above.

By: /s/ Jalal Shehadeh
Name: Jalal "Jay" Shehadeh
Title: Corporate Secretary

U.S. CENTURY BANK

By: /s/ Aida Levitan
Name: Aida Levitan
Title: Chairman of the Board

EXECUTIVE

By: /s/ Luis de la Aguilera
Luis de la Aguilera