

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 30, 2026

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, Doral, 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 as of January 30 , 2026, U.S. Century Bank (the “Bank”), the wholly owned subsidiary of USCB Financial Holdings, Inc. (the “Company” and collectively with the Bank, the “Employers”), and Luis de la Aguilera, the President and Chief Executive Officer of each of the Company and Bank, entered into Amendment No. 1 (the “Amendment”) to his employment agreement dated as of January 29, 2023 (the “Agreement”). The Amendment to the Agreement was approved by the Compensation Committee of the Board of Directors of the Company.

The Amendment modified Section 3(d) of the Agreement to provide for the conversion of the term life insurance covering Mr. de la Aguilera’s life to a whole life insurance policy and the payment of the premium due thereon. In addition, the Amendment clarified the Employers’ agreement to continue to pay or reimburse Mr. de la Aguilera for the cost of a long-term care policy. The Amendment also provided for a new Section 5(l) governing the treatment of such benefits in the event of Mr. de la Aguilera’s termination in certain circumstances.

The Agreement was also amended to modify Section 5(e) thereof to provide that severance was also due when a termination of employment by the Employers other than for Cause, Disability or death or by Mr. de la Aguilera for Good Reason (as such terms are defined in the Agreement) occurred more than twelve (12) months subsequent to a Change in Control (as defined in the Agreement).

There were no other changes effected to the 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	<u>Amendment No. 1 dated January 30, 2026 to the Employment Agreement by and among U.S. Century Bank, USCB Financial Holdings, Inc. and Luis de la Aguilera dated as of January 29, 2023</u>
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: February 4, 2026

AMENDMENT NO. 1
to the
AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BY AND AMONG
U.S. CENTURY BANK,
USCB FINANCIAL HOLDINGS, INC.
AND LUIS DE LA AGUILERA

THIS AMENDMENT NO. 1 (the “Amendment”) to the Amended and Restated Employment Agreement by and among U.S. Century Bank, a Florida-chartered commercial bank (the “Bank”), USCB Financial Holdings, Inc., a Florida corporation (the “Company” and collectively with the Bank, the “Employers”), and Luis de la Aguilera (the “Executive”) as of January 29, 2023 (the “Agreement”), is hereby effective as of January 30, 2026 (“Amendment Effective Date”).

WHEREAS, the Executive is presently employed as President and Chief Executive Officer of each of the Company and the Bank;

WHEREAS, upon consideration, the Employers and the Executive wish to adopt certain mutually agreed upon revisions to the Agreement;

WHEREAS, the Employers desire to be ensured of the Executive’s continued active participation in the business of the Employers under such revised terms; and

WHEREAS, the Executive is willing to serve the Employers 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 3(d) be and hereby is rescinded and deleted and is replaced in its entirety by the following:

(d) During the term of this Agreement, the Executive shall be entitled to participate in and receive the benefits of any pension or other retirement benefit plan, profit sharing, equity incentive, or other plans, benefits and privileges given to employees and executives of the Employers, to the extent commensurate with his then duties and responsibilities, as fixed by the Boards of Directors of the Employers. The Employers shall not make any changes in such plans, benefits or privileges which would adversely affect the Executive’s rights or benefits thereunder, unless such change occurs pursuant to a program applicable to all executive officers of the Employers and does not result in a proportionately greater adverse change in the rights of or benefits to the Executive as compared with any other executive officer of the Employers. Nothing paid to the Executive under any plan or arrangement presently in effect or made available in the future shall be deemed to be in lieu of the salary payable to the Executive pursuant to Section 3(a) hereof. In addition to all other insurance provided to the Executive commensurate with the Executive’s position, during the term of this Agreement, the Employers shall continue to pay or reimburse, as applicable, the Executive for the cost of the long-term care policy identified in Exhibit A hereto (the “LTC Policy”) for the remaining premium period covered by the LTC Policy as described in Exhibit A hereto (the “Remaining Premium Period”). Furthermore, the Employers shall take the necessary actions, including any expense incurred in connection with such conversion, to convert the existing 10-year term life insurance policy identified in Exhibit B hereto (the “Term Life Insurance Policy”) applicable to the Executive from a term life insurance policy to a guaranteed whole life insurance policy (the “Converted Policy”) no later than February 28, 2026 with the Executive designated as the owner thereof; the premium cost of the Converted Policy shall remain the obligation of the Employers for the remaining premium term (“Remaining Life Insurance Premium Period”) of (10) years from the date of the conversion of the Term Life Insurance Policy to the Converted Policy.

2. Section 5(e) be and hereby is rescinded and deleted and is replaced in its entirety by the following:

(e) In the event that prior to a Change in Control or more than twelve (12) months subsequent to a Change in Control, the Executive's employment is terminated by (i) the Employers for other than Cause, Disability or the Executive's death during the term of this Agreement or (ii) the Executive for Good Reason during the term of this Agreement, then the Employers shall, in consideration of the Executive's agreements in Section 7 below and subject to the provisions of Sections 5(g), 5(h), 5(j), 5(k), 6, 18 and 19 hereof, if applicable, pay to the Executive a cash severance amount equal to the aggregate of (A) one (1) times the Executive's then current annual Base Salary and (B) the amount accrued with respect to the Annual Bonus for the year in which the termination occurs (the "Severance Payment"). The Severance Payment shall be paid in two installments. The first payment consisting of 50% of the Severance Payment will be paid in a lump sum thirty (30) days following the later of the Date of Termination or the expiration of the revocation period provided for in the general release to be executed by the Executive pursuant to Section 5(g) below, with the remaining 50% of the Severance Payment to be paid in a lump sum within ten (10) days after the expiration of the Restricted Period as set forth in Section 7 hereof. In addition, the Executive shall receive continued medical and dental benefits as provided by the Employers from time to time for its employees, with the Employers paying 100% of the premiums for such coverage, for the period of time equal to the shorter of one (1) year or the maximum period of COBRA continuation coverage provided under Section 4980B(f) of the Code (with such coverage to be treated as COBRA coverage). If the Employers' payment of COBRA premiums on behalf of the Executive is taxable to the Executive, the Employers will pay to the Executive an additional amount such that after payment by the Executive of all applicable local, state and federal income and payroll taxes imposed on him with respect to such additional amount, the Executive retains an amount equal to all applicable local, state and federal income and payroll taxes imposed upon him with respect to the payment of such COBRA premiums. Such payment shall be made on or before March 15th following the close of the calendar year in which the COBRA premiums were made. Except as provided herein, the Severance Payment shall be in lieu of, and not in addition to, any Base Salary or other compensation or benefits that would have been paid under Sections 3(a), 3(b), 3(c) and 3(d) above in the absence of a termination of employment, and the Executive shall have no rights pursuant to this Agreement to any Base Salary or other benefits for any period after the applicable Date of Termination.

3. Section 5 be and hereby is amended by adding a new subsection (l) to read as set forth below:

(l) In the event that the Executive's employment is terminated by (i) the Employers (or any successor thereto) for other than Cause or the Executive's death during the term of this Agreement, including termination prior to or after a Change in Control, or (ii) the Executive for Good Reason during the term of this Agreement, then the Employers (or any successor thereto) shall, in consideration of the Executive's agreements in Section 7 below and subject to the provisions of Sections 5(g), 5(h), 5(j), 5(k), 6, 18 and 19 hereof, if applicable, (A) continue to pay the premiums due, if any, on the LTC Policy identified in Exhibit A hereto for the remainder of the Remaining Premium Period or, alternatively, pay Executive in a lump sum within thirty (30) days of the Date of Termination the discounted present value of the aggregate premiums due for the remainder of the Remaining Premium Period using the applicable discount rates established by the Code and the regulations promulgated thereunder (the "Applicable Discount Rates"); and (B) continue to pay the premiums due, if any, on the Converted Policy described in Exhibit B hereto for the remainder of the Remaining Life Insurance Premium Period or, alternatively, pay the Executive in a lump sum within thirty (30) days of the Date of Termination the discounted present value of the aggregate premiums due for the remainder of the Remaining Life Insurance Premium Period using the Applicable Discount Rates. If the Employers' payment of the premiums referenced above in clauses A and/or B on behalf of the Executive is taxable to the Executive, the Employers will pay to the Executive an additional amount such that after payment by the Executive of all applicable local, state and federal income and payroll taxes imposed on him with respect to such additional amount, the Executive retains an amount equal to all applicable local, state and federal income and payroll taxes imposed upon him with respect to the payment of such premiums. Such payment shall be made on or before March 15th following the close of the calendar year in which the premiums payments were made.

4. The Exhibits A and B attached hereto are made part of the Agreement as amended by this Amendment.

5. All other sections and provisions in the Agreement shall continue in full force and effect and are not affected by this Amendment.

[Signature page follows]

Long-term care policy issued by [redacted]

Policy No: [redacted]
Insured: Luis de la Aguilera
Premium period: January 28, 2023-December 31, 2042 (20 years)
Annual premium: \$[redacted]
Owner: Luis de la Aguilera

10-year term life insurance policy issued by [redacted] Life Insurance

Policy No: [redacted]

Insured: Luis de la Aguilera

Upon conversion, the term life insurance policy will be cancelled and replaced by the whole life policy.