

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): **June 1, 2018**

**THE KeyW HOLDING CORPORATION**  
(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction of  
incorporation)

**001-34891**  
(Commission File Number)

**27-1594952**  
(IRS Employer  
Identification No.)

**7740 Milestone Parkway, Suite 400**  
**Hanover, Maryland 21076**  
(Address of principal executive offices) (Zip Code)

**(443) 733-1600**  
(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))
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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.**

The KeyW Corporation (the “Company”), a wholly owned subsidiary of The KeyW Holding Corporation (“Holdings”), entered into an amendment, dated as of June 1, 2018 (“Amendment”), to its employment agreement with Philip Luci, Jr., Executive Vice President and General Counsel of the Company. The Amendment provides, among other things: (a) for an increase in Mr. Luci’s salary to \$320,000.00 per year, effective January 1, 2018; and (b) an additional 50,000 Long-Term Incentive Shares, which may be granted during the 5-year period following the effective date of the Amendment, provided Holdings’ stock price exceeds the applicable target share prices set forth in the Amendment for a period of at least 30 consecutive trading days.

The foregoing summary description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of such document that is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>First Amendment to Employment Agreement, dated June 1, 2018, between The KeyW Corporation and Philip Luci, Jr.</u></a>

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**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.

THE KeyW HOLDING CORPORATION  
(Registrant)

DATE: June 6, 2018

/s/ Philip Luci, Jr.

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Philip Luci, Jr

Executive Vice President and General Counsel

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT** (the “First Amendment”), made as of this first day of June 2018 (the “Amendment Effective Date”), is entered into by and between The KeyW Corporation, a Maryland corporation with its principal place of business at 7740 Milestone Parkway, Suite 400, Hanover, MD 21076 (“Company”) and Philip Luci, Jr. (the “Employee”).

WHEREAS, the Company and Employee entered into an Employment Agreement dated August 24, 2016, (the “Employment Agreement”) whereby the Company agreed to continue Employee’s employment upon the terms contained in the Employment Agreement; and

WHEREAS, the Company wishes to increase Employee’s compensation package; and

WHEREAS, the Company and Employee mutually wish to amend the Employment Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the parties agree:

1. Section 2.1(a) is amended by deleting the words “Two Hundred Sixty Thousand Dollars (\$260,000.00) per year” and replacing them with the words “Three Hundred Twenty Thousand Dollars (\$320,000.00) per year.”
2. The annual base salary increase set forth in Section 1 of this First Amendment shall have an effective date of January 1, 2018.
3. A new Section 2.1(c)(i) is hereby added to the Employment Agreement as follows:

( i ) *Additional Long-Term Incentive Shares.* If at any time prior to the fifth (5th) anniversary of the Amendment Effective Date, the closing market price of HoldCo’s registered common stock as reported on the NASDAQ Global Market (or any other market or exchange on which shares of HoldCo’s common stock are listed or registered, if not on the NASDAQ Global Market) over any thirty (30) consecutive trading days is at or greater than the Target Price Per Share set forth in this Section 2.1(c)(i) for each day in such thirty (30)-consecutive trading day period, the Company will award the Employee shares of Stock (as defined in Exhibit A of the Employment Agreement) in an amount equal to the sum of (A) the number of Additional Long-Term Incentive Shares listed next to the Target Price Per Share in this Section 2.1(c)(i) and (B) the number of Additional Long-Term Incentive Shares listed next to any lower Target Price Per Share set forth in this Section 2.1(c)(i) (“Additional Long-Term Incentive Shares”) that have not already been awarded. Once the Additional Long-Term Incentive Shares applicable to a Target Price Per Share set forth in this Section 2.1(c)(i) have been awarded, the Company shall make no future awards of Additional Long-Term Incentive Shares with respect to the applicable Target Price(s) Per Share set forth in this Section 2.1(c)(i), but the Employee shall be eligible for one or more additional grants with respect to the remaining Target Price Per Share set forth in this Section 2.1(c)(i) that were not previously achieved or exceeded. In no event will the Employee receive more than Fifty Thousand (50,000) Additional Long-Term Incentive Shares.

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Target Price Per Share	Additional Long-Term Incentive Shares
\$13.00	6,250
\$16.00	6,250
\$20.00	12,500
\$25.00	12,500
\$30.00	12,500

For purposes of clarity and by way of example, if the closing market price of HoldCo's registered common stock is reported at \$20.00 for thirty (30) consecutive trading days, the Company shall award the Employee 25,000 Additional Long-Term Incentive Shares (12,500 next to the \$20 Target Price Per Share set forth in this Section 2.1(c)(i) plus another 12,500 for the Target Price Per Share set forth in this Section 2.1(c)(i) for \$13 and \$16). If prior to the fifth (5th) anniversary of the Amendment Effective Date, the closing market price of HoldCo's registered common stock is reported at \$30.00 for thirty (30) consecutive trading days, the Company shall award the Employee an additional 25,000 Additional Long-Term Incentive Shares (12,500 for \$30 and 12,500 for \$25). Because the Employee previously received Additional Long-Term Incentive Shares with respect to the \$13, \$16 and \$20 Target Price Per Share as set forth in this Section 2.1(c)(i), Employee is not entitled to a second award with respect to such amounts.

4. Anywhere in the Employment Agreement, except Section 2.1(c) of the Employment Agreement, that uses the term "Long-Term Incentive Shares," such term shall be deemed to include "Additional Long-Term Incentive Shares."
5. Capitalized terms used in this First Amendment shall have the meaning assigned to such terms in the Employment Agreement unless otherwise provided in this First Amendment.
6. Except as modified herein, the Employment Agreement and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written.

*[Signatures on the following page.]*

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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the Amendment Effective Date set forth above.

**The KeyW Corporation**

By: /s/ William J. Weber

Name: William J. Weber

Title: Chief Executive Officer

**EMPLOYEE:**

By: /s/ Philip Luci, Jr.

Name: Philip Luci, Jr.

Title: EVP & General Counsel