

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): **September 26, 2017**

**SPECTRUM BRANDS HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

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

**001-34757**  
(Commission File Number)

**27-2166630**  
(IRS Employer  
Identification No.)

**3001 Deming Way**  
**Middleton, Wisconsin 53562**  
(Address of principal executive offices)

**(608) 275-3340**  
(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 September 26, 2017, Spectrum Brands Holdings, Inc. (the “Parent”) entered into an amendment (the “Amendment”) to the employment agreement dated January 20, 2016, between the Parent, its wholly owned subsidiary, Spectrum Brands Inc. (the “Company”) and David M. Maura, the Executive Chairman of the Board of Directors of the Parent (the “Board”) (the “Employment Agreement”). The Board and the compensation committee of the Board approved the Amendment.

Pursuant to the Amendment, notwithstanding anything in the Employment Agreement, Mr. Maura shall be permitted to be an investor, director, officer and/or employee of a special purpose acquisition company. In addition, if during the Non Competition Period (as defined in the Employment Agreement), an opportunity related to the Company’s or the Parent’s business (or which is similar to or competitive with a business of the Company or the Parent) is presented to Mr. Maura, whether as a director (in his capacity as a director) or as an employee, then if the Specified Conditions are met, Mr. Maura may pursue such opportunity and be engaged with such activity (whether in connection with the SPAC or any company involved in a business combination with the SPAC or otherwise) and it shall not be deemed a breach of the Employment Agreement or the Company’s or the Parent’s corporate guidelines or the Company’s or the Parent’s articles of incorporation or any other agreement. “Specified Conditions” means that (i) such opportunity is presented to a committee of independent directors of the Board, (ii) the committee determines not to pursue such opportunity and (iii) the committee consents in writing to Mr. Maura pursuing such opportunity for his own benefit (whether through a SPAC or any company involved in a business combination with the SPAC or otherwise).

The foregoing description of the Amendment is a summary and is qualified in its entirety by reference to the terms of such agreement, a copy of which is attached as Exhibit 10.1 to this report on Form 8-K and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

The following exhibits are being furnished with this Current Report on Form 8-K.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to David Maura Employment Agreement dated September 26, 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.

Date: September 29, 2017

**SPECTRUM BRANDS HOLDINGS, INC.**

By: /s/ Nathan E. Fagre  
Printed Name: Nathan E. Fagre  
Title: General Counsel and Corporate Secretary

**First Amendment to the Employment Agreement**

FIRST AMENDMENT, dated as of, and effective, September 26, 2017 (this "Amendment"), to the Employment Agreement dated as of January 20, 2016 (the "Agreement") by and between Spectrum Brands, Inc., a Delaware corporation (the "Company"), Spectrum Brands Holdings, Inc., a Delaware corporation ("Parent") and David M. Maura (the "Executive").

WHEREAS, the parties desire to amend the Agreement in certain respects; and agree that all other terms and conditions of the Agreement shall otherwise remain in place, except as expressly amended herein.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows, effective as of the date set forth below:

1. A New Section 10(s) is added to the Agreement to read in its entirety as follows:

"Permitted Activity. Notwithstanding anything in this Agreement to the contrary, Executive shall be permitted to be an investor, director, officer and/or employee of a special purpose acquisition company ("SPAC"). In addition, if during the Non-Competition Period, an opportunity related to the Company's and/or the Parent's business (or which is similar to or competitive with a business of the Company and/or the Parent) is presented to the Executive, whether as a director (in his capacity as a director) or as an employee, then if the Specified Conditions are met, the Executive may pursue such opportunity and be engaged with such activity (whether in connection with the SPAC or any company involved in a business combination with the SPAC or otherwise) and it shall not be deemed a breach of this Agreement (notwithstanding anything contained in Section 6) or the Company's and/or the Parent's corporate guidelines or the Company's and/or the Parent's articles of incorporation or any other agreement. For purposes of this Agreement, "Specified Conditions" means that (i) such opportunity is presented to a committee of independent directors of the Board, (ii) the committee determines not to pursue such opportunity and (iii) the committee consents in writing to the Executive pursuing such opportunity for his own benefit (whether through a SPAC or any company involved in a business combination with the SPAC or otherwise)."

2. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of New York.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

**[Signature Page follows]**

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

Spectrum Brands, Inc.

By:  
Stacey Neu  
Senior Vice President, Human Resources

Spectrum Brands Holdings, Inc.

By:  
Nathan E. Fagre  
Senior Vice President, Secretary and General Counsel

EXECUTIVE:

Name: David M. Maura