

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934

For the month of August, 2017

Commission file number: 001-36288

Akari Therapeutics, Plc
(Translation of registrant's name into English)

24 West 40th Street, 8th Floor
New York, NY 10018
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulations S-T Rule 101(b)(1): _____

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulations S-T Rule 101(b)(7): _____

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On August 2, 2017, Akari Therapeutics, Plc (the “Company”) and Robert Shaw, the Company’s General Counsel and Company Secretary, entered into Amendment No. 2 to Mr. Shaw’s Executive Employment Agreement dated March 23, 2016 (the “Amendment”) to provide, among other things, that (i) Mr. Shaw serve as the Chief Compliance Officer (“CCO”) and head of the governance, intellectual property (“IP”) and information technology (“IT”) functions of the Company, in addition to his duties as Chief Legal Officer (“CLO”) and Company Secretary, (ii) Mr. Shaw report to the Executive Chairman as Company Secretary, CCO, and head of the governance function and to the Chief Executive Officer as CLO and head of the IP and IT functions, (iii) Mr. Shaw’s base salary be increased to \$318,000 and his target amount of annual performance bonus be increased to 40% of Mr. Shaw’s base salary. The Amendment provides that in the event of termination of Mr. Shaw’s employment without cause, by Mr. Shaw for good reason or upon non-renewal of the term, in addition to any accrued but unpaid base salary and expense reimbursement, he shall be entitled to receive an amount equal to (i) 12 months of base salary in effect before the employment terminates, plus (ii) the greater of the actual or target annual performance bonus to which Mr. Shaw may have been entitled to for the year in which the employment terminates. In each such instance of termination, Mr. Shaw shall also be entitled to an amount equal to the Company’s share of the medical insurance premium that the Company pays for Mr. Shaw under its health care plan for 12 months following the date of termination.

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

The information contained in this report (including the exhibits hereto) is hereby incorporated by reference into all effective registration statements filed by the Company under the Securities Act of 1933.

Exhibit

No.

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| 10.1 | Amendment No. 2 dated August 2, 2017, to the Employment Agreement dated March 23, 2016 by and between Akari Therapeutics, Plc and Robert Shaw. |
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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, thereunto duly authorized.

Akari Therapeutics, Plc
(Registrant)

By: /s/ Robert M. Shaw
Name: Robert M. Shaw
General Counsel & Secretary

Date: August 8, 2017

AMENDMENT NO 2 To
EMPLOYMENT AGREEMENT

Company and Executive agree as follows:

1. Definitions.

- (a) Except as otherwise defined herein, the initially capitalized and fully capitalized terms shall have the meanings ascribed to them in the Amended Agreement.
- (b) "Agreement" means the Executive Employment Agreement made and entered into by and between Company and Executive on March 23, 2016, a copy of which is attached hereto as Exhibit A.
- (c) "Amended Agreement" means the Agreement as amended by the First Amendment.
- (d) "Amendment Date" means the date of the First Amendment.
- (e) "First Amendment" means the February 15, 2017 amendment to the Agreement, a copy of which is attached hereto as Exhibit B.
- (f) "Second Amendment" means this amendment to the Amended Agreement.
- (g) "Second Amendment Date" means August 2, 2017.
- (h) "Company" means Akari Therapeutics PLC (registration number: 05252842) a company organized under the law of England and Wales.
- (i) "Executive" means Robert M. Shaw, residing at 24 Meadow Lane, West Long Branch, New Jersey, 07764 USA.

2. Amendments to the Agreement.

- (a) In Section 1 of the Amended Agreement, entitled "Role and Duties", the first sentence is replaced, in its entirety, by the following sentences: "Subject to the terms and conditions of this Agreement, as amended, Company shall continue to employ Executive as its General Counsel and Company Secretary. In this position, Executive is the Chief Legal Officer ("CLO") and the Chief Compliance Officer ("CCO") of the Company and is also the functional head of the governance, intellectual property ("IP") and information technology ("IT") functions. Executive reports to the Executive Chairman or, if one does not exist, the Chairman, of the Board as Company Secretary pursuant to the Company's Articles of Association, as the CCO, and as the head of the governance function. Executive reports to the Company's Chief Executive Officer ("CEO") as the CLO and as the head of the IP and IT functions. During the Term, Executive shall be reappointed annually as an executive officer of the Company with the foregoing titles and responsibilities."
- (b) In Section 3(a) of the Amended Agreement, entitled "Base Salary", the following words in the first sentence, "annual rate of \$250,000.00" are replaced by the words "annual rate of \$318,000", and the last sentence is amended to read in its entirety as follows: "The Compensation Committee of the Board, with input from the Executive Chairman, or if one does not exist, the Chairman, of the Board, and the CEO, shall review the Base Salary on an annual basis."

- (c) In Section 3(h) of the Amended Agreement, entitled “Annual Performance Bonus”, in the first sentence, the words “Annual Performance Bonus equal to thirty percent (30%) of Executive's Base Salary in the year to which the Annual Performance Bonus relates” are replaced by the following words: “Annual Performance Bonus equal to forty percent (40%) of Executive's Base Salary in the year to which the Annual Performance Bonus relates”.
- (d) In Section 4(c)(A) of the Amended Agreement, entitled “Severance Payments”, the following words in the first sentence “seventy-five percent (75%) of are deleted, and in the second sentence, the words: “over a 9-month period” are replaced by the following words: “over a 12-month period”.
- (e) In Section 4(c)(B) of the Amended Agreement, entitled “Benefit Payments”, the words “nine (9) months” are replaced by the words “twelve (12) months” .

3. Additional Terms.

- (a) This Second Amendment is effective as of the Second Amendment Date.
- (b) Except as expressly amended by this Second Amendment, the Amended Agreement shall remain in full force and effect according to its terms.
- (c) This Second Amendment may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes, a signature sent by email as a pdf shall be treated as an original.

IN WITNESS WHEREOF, Executive and Company have executed this Second Amendment as of the Second Amendment Date.

Executive

Company

Akari Therapeutics PLC

/s/ Robert M. Shaw
Robert M. Shaw

By: /s/ Ray Prudo
Name: Ray Prudo
Title: Executive Chairman