

**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 8, 2015

The Hillman Companies, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-13293
(Commission File No.)

23-2874736
(I.R.S. Employer
Identification No.)

**10590 Hamilton Avenue
Cincinnati, Ohio 45231**
(Address of principal executive offices)

Registrant's telephone number, including area code: **(513) 851-4900**

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.

On January 8, 2015, Anthony A. Vasconcellos, Chief Financial Officer and Treasurer of The Hillman Group, Inc. (“Group Inc.”) and The Hillman Companies, Inc. (the “Registrant”, and together with Group Inc., “Hillman”), and the Registrant executed a General Release (the “Agreement”) regarding Mr. Vasconcellos’s departure from Hillman effective no later than March 31, 2015.

The Agreement confirms Mr. Vasconcellos’s previously disclosed severance rights under his employment agreement except that, pursuant to the terms of the Agreement, Mr. Vasconcellos will receive 100% of the Termination Bonus Amount (as defined in Mr. Vasconcellos’s employment agreement) whereas his employment agreement entitled him to 50% of the Termination Bonus Amount. In addition, pursuant to the Agreement, HMAN Group Holdings Inc., the Registrant’s indirect parent (“Holdings”), has agreed to repurchase 540 shares of Holdings’s common stock, par value \$0.01 per share, held by Mr. Vasconcellos at a purchase price of \$1,000 per share. The Agreement also contains customary release and confidentiality provisions. The foregoing description of the Agreement is qualified in its entirety by reference to the complete text of the Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Hillman is actively seeking a qualified replacement for Mr. Vasconcellos.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	General Release, dated as of January 8, 2015, by and between The Hillman Companies, Inc. and Anthony A. Vasconcellos.

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: January 9, 2015

THE HILLMAN COMPANIES, INC.

By: /s/ James P. Waters
James P. Waters
President and CEO

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1

General Release, dated as of January 8, 2015, by and between The Hillman Companies, Inc. and Anthony A. Vasconcellos.

GENERAL RELEASE

I, Anthony Vasconcellos, in consideration of and subject to the performance by The Hillman Companies, Inc., a Delaware corporation (together with its subsidiaries, the "Company"), of its obligations under the Employment Agreement, dated as of October 11, 2011, (the "Agreement"), do hereby release and forever discharge as of the date hereof Holdings (as defined below), the Company or any of their respective affiliates and all present and former directors, managers, officers, agents, representatives, employees, attorneys, affiliated or unaffiliated benefit plans and affiliated investment funds of Holdings, the Company and any of their respective affiliates and the direct or indirect owners of Holdings, the Company and any of their respective affiliates, and each of the foregoing persons successors and assigns and all persons acting by, through, under, or in concert with any such person, in their individual, corporate and official capacities (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 4(d) of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Section 4(d) of the Agreement unless I (X) execute this General Release within the twenty-one (21) day period following my receipt of this General Release and do not thereafter revoke it prior to the expiration of the Revocation Period (as defined below), (Y) continue to comply with the terms of this General Release, and (Z) continue to comply with the covenants set forth in the Agreement that survive the termination of my employment (including the restrictive covenants set forth in Section 7 of the Agreement). I also acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company. For the avoidance of doubt, the payments and benefits specified in Section 4(d) of the Agreement to which I shall be entitled (subject to my continued compliance with the terms of this General Release and the covenants set forth in the Agreement that survive the termination of my employment (including the restrictive covenants set forth in Section 7 of the Agreement)) following my execution of this General Release, without revocation during the Revocation Period, are limited to the following based on the Company's termination of my employment without cause and with my last day of employment being no later than March 31, 2015:

(a) a severance payment equivalent to my base salary in the gross amount of \$292,740, less applicable payroll deductions, payable during a one year period by continuation of regular payroll compensation payments beginning with the first regular payroll period no less than ten (10) days following my last day of employment;

(b) a Termination Bonus Amount (as defined in the Agreement) in the gross amount of \$139,084, less applicable payroll deductions, payable in a lump sum in the year following the date of termination at the same time that annual bonuses are paid to other senior executives of the Company;

(c) the Prorated Bonus (as defined in the Agreement). I acknowledge and agree that I am not entitled to any other or additional bonus amount (except for the Termination Bonus Amount and the Prorated Bonus) with respect to the Employment Period or thereafter;

(d) the Accrued Payments (as defined in the Agreement);

(e) health continuation coverage during the period beginning on the date of the termination and ending twelve months thereafter, at the Company's expense. For purposes of determining my rights to COBRA continuation coverage, the date of termination shall be the date of the COBRA qualifying event; and

(f) to the extent permitted by the Company's insurers, continuation of group life and disability coverages during the period beginning on the date of termination of employment and ending six months thereafter, at the Company's expense.

2. Further, in consideration for the execution by me of this General Release, and upon the terms and subject to the conditions set forth in the Stock Repurchase Agreement attached hereto as Annex I (the "Repurchase Agreement"), HMAN Group Holdings Inc. ("Holdings") has agreed to purchase my 540 shares of common stock of Holdings, par value \$0.01 per share ("Holdings Common Stock"), for an aggregate purchase price of \$540,000.00 (i.e., \$1,000.00 per share). I have delivered a duly executed counterpart signature page to the Repurchase Agreement to Holdings concurrently with the execution and delivery of this General Release. I expressly agree and acknowledge that, but for this General Release and the Repurchase Agreement, Holdings would not be obliged to purchase such shares, and the purchase price for such Holdings Common Stock to be paid to me under the Repurchase Agreement represents, in part, consideration for signing this General Release.
3. I hereby acknowledge and agree that all of the rights and options granted to me pursuant to the Nonqualified Stock Option Award Agreement, dated as of July 1, 2014, by and between Holdings and me, were unvested as of the date of termination of my employment with the Company and, accordingly, expired and were forfeited and terminated in all respects as of the date of termination of my employment and are no longer outstanding.
4. Except as provided in paragraph 6 below and except for the provisions of my Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed

against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

5. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 4 above.
6. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).
7. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company or any other Released Party, or in the event I should seek to recover against the Company or any other Released Party in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I am not aware of any pending charge or complaint of the type described in paragraph 4 as of the execution of this General Release.

8. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.
9. I agree that this General Release is confidential and agree not to disclose any information regarding the terms of this General Release, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. Notwithstanding anything herein to the contrary, each of the parties (and each affiliate and person acting on behalf of any such party) agree that each party (and each employee, representative, and other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction contemplated in the Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (without limitation) (i) any portion of any materials to the extent not related to the tax treatment or tax structure of this transaction, (ii) the identities of participants or potential participants in the Agreement, (iii) any financial information (except to the extent such information is related to the tax treatment or tax structure of this transaction), or (iv) any other term or detail not relevant to the tax treatment or the tax structure of this transaction.
10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity. I certify that I am not aware of Holdings or the Company engaging in, or any of their respective directors or senior executive officers having caused Holdings or the Company to engage in, any transaction or practice that would violate any federal or state law, nor am I aware of any conduct that would render Holdings or the Company or any of their respective officers' certifications in Holdings or the Company's financial statements, securities or other disclosure reports to be materially inaccurate; to the extent that I am aware of any such violation or inaccuracy it was promptly reported to Company's General Counsel and/or Chief Compliance Officer along with all relevant facts of which I am aware.
11. I agree to reasonably cooperate with the Company in any internal investigation, any administrative, regulatory, or judicial proceeding or any dispute with a third party. I understand and agree that my cooperation may include, but not be limited to, making myself available to the Company upon reasonable notice for interviews and factual investigations; appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company pertinent information; and turning over to the Company all relevant

documents which are or may come into my possession all at times and on schedules that are reasonably consistent with my other permitted activities and commitments. I understand that in the event the Company asks for my cooperation in accordance with this provision, the Company will reimburse me solely for reasonable travel expenses, (including lodging and meals), upon my submission of receipts.

12. I agree not to disparage Holdings, the Company or any of their affiliates or any of their respective past and present direct or indirect investors, officers, directors or employees and to keep all confidential and proprietary information about the past or present business affairs of Holdings, the Company and their respective affiliates confidential unless a prior written release from the Company is obtained. I further agree that as of the date hereof, I have returned to the Company any and all property, tangible or intangible, relating to its business, which I possessed or had control over at any time (including, but not limited to, company–provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data.
13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.
14. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

- (a) I HAVE READ IT CAREFULLY;
- (b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
- (c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

- (d) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
- (e) I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON JANUARY 8, 2015 TO CONSIDER IT AND THE CHANGES MADE SINCE THE JANUARY 8, 2015 VERSION OF THIS GENERAL RELEASE ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD;
- (f) THE CHANGES TO THE AGREEMENT SINCE JANUARY 8, 2015 EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST.
- (g) I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE (THE "REVOCATION PERIOD") TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED AND I HAVE NOT TIMELY SERVED A NOTICE OF REVOCATION TO THE COMPANY PRIOR TO THAT DATE;
- (h) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
- (i) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

IN WITNESS WHEREOF, intending to be forever legally bound hereby, the undersigned has executed this General Release as of the date written below.

DATE: January 8, 2015

/s/ Anthony Vasconcellos

Anthony Vasconcellos

APPROVED AND ACCEPTED:

THE HILLMAN COMPANIES, INC.

By: /s/ James P. Waters

James P. Waters
President and CEO
January 8, 2015

ANNEX I

Stock Repurchase Agreement

(See attached.)

STOCK REPURCHASE AGREEMENT

THIS STOCK REPURCHASE AGREEMENT (this "Agreement") is made as of January 8, 2015 by and among HMAN Group Holdings Inc., a Delaware corporation ("Holdings"), and Anthony Vasconcellos ("Seller").

WHEREAS, Seller is the owner of 540 shares of common stock of Holdings, par value \$0.01 per share (the "Seller Common Stock"), which Seller acquired pursuant to the Subscription Agreement, dated as of May 16, 2014, by and between Holdings and the Seller; and

WHEREAS, Seller wishes to sell and transfer to Holdings, and Holdings wishes to purchase and accept from Seller, the Seller Common Stock upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Seller Common Stock. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined below), Seller agrees to, and hereby does sell, deliver, transfer and convey the Seller Common Stock to Holdings and Holdings agrees to, and hereby does, purchase and accept delivery, transfer and conveyance of the Seller Common Stock from Seller (the "Repurchase"), in each case free and clear of all claims, pledges, liens, charges, encumbrances, security interests, options, proxies, voting trusts or agreements and any other restrictions, limitations and rights of any kind whatsoever ("Encumbrances"), other than those arising from federal, state or other securities laws and the Stockholders Agreement (as defined below).

2. Purchase Price. The aggregate purchase price to be paid by Holdings to Seller for the Repurchase shall be \$540,000.00 (the "Purchase Price"). The Purchase Price will be paid by Holdings at the Closing by wire transfer of immediately available funds to Seller pursuant to the wire transfer instructions set forth on Annex A.

3. Closing. Subject to the conditions contained in this Agreement, the closing of the Repurchase (the "Closing") will take place on the first business day after the expiration of the Revocation Period (as defined in that certain General Release, executed by Seller on or around the date hereof, to which this Agreement is attached) (provided that a notice of revocation has not been timely served by Seller prior to such expiration), or another date mutually agreed to by the parties hereto in writing.

4. Closing Deliveries.

(a) At the Closing, Seller shall deliver or cause to be delivered to Holdings stock certificates evidencing the Seller Common Stock duly endorsed in blank, or accompanied by stock powers duly executed in blank, in form reasonably satisfactory to Holdings.

(b) At the Closing, Holdings shall pay the Purchase Price to Seller in accordance with Section 2.

5. Representations and Warranties of Holdings. Holdings represents and warrants to Seller as follows:

(a) Holdings has the corporate power and authority to execute this Agreement, Holdings is duly authorized to execute and deliver this Agreement and that this Agreement is a valid and binding agreement, enforceable against Holdings in accordance with its terms, except as such enforceability is subject to the effects of bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or general principles of equity (regardless of whether such enforceability is considered in a court at law or in equity).

(b) Except for waivers or consents that have been obtained or are in full force and effect, the execution and delivery of this Agreement by Holdings and the Repurchase contemplated herein will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under (i) the certificate of incorporation, bylaws or other organizational documents of Holdings, (ii) any law, order or agreement applicable to Holdings or by which any property or asset of Holdings is bound or affected or (iii) any agreement, lease or other instrument or obligation to which Holdings is a party.

6. Representations and Warranties of Seller. Seller represents and warrants to Holdings as follows:

(a) Seller has the power and authority to execute this Agreement, to consummate the transactions contemplated hereby, including, without limitation, the sale of the Seller Common Stock to Holdings.

(b) This Agreement is a valid and binding agreement enforceable against Seller in accordance with its terms, except as such enforceability is subject to the effects of bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or general principles of equity (regardless of whether such enforceability is considered in a court at law or in equity).

(c) Except for waivers or consents that have been obtained or are in full force and effect, the execution and delivery of this Agreement by Seller and the sale of the Seller Common Stock contemplated herein will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under (i) any law, order or agreement applicable to Seller or by which any property or asset of Seller is bound or affected or (ii) any agreement, lease or other instrument or obligation to which Seller is a party.

(d) Seller is the record and beneficial owner of, and has valid and marketable title to, the Seller Common Stock, free and clear of all Encumbrances, other than those arising from federal, state or other securities laws and that certain stockholders agreement, date as of June 30, 2014, by and among Holdings and its stockholders (the "Stockholders Agreement"), and has not, in whole or in part, (i) assigned, transferred, hypothecated, pledged or otherwise disposed of the Seller Common Stock or its rights in the Seller Common Stock or (ii) given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to the Seller Common Stock.

(e) Seller has consulted, or had the opportunity to consult, with its legal counsel or other advisors with respect to, and fully understands the meaning and intent of, this Agreement.

7. Miscellaneous Provisions.

(a) Expenses. Each of the parties hereto shall bear the expenses incurred by that party incident to this Agreement and the transactions contemplated hereby.

(b) Further Assurances. Each of the parties shall execute other and further documents and do further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement. Without limiting the generality of the foregoing, Seller shall execute all documents and instruments and obtain such other signatures and consents as Holdings deems necessary or appropriate to vest in Holdings record, beneficial, equitable and marketable title to the Seller Common Stock.

(c) Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement shall survive the Closing.

(d) Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(e) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(f) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or PDF file (portable document file format), and such facsimile or PDF file will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(g) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of Holdings and Seller.

(h) Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all other agreements between or among any of the parties with respect to the subject matter hereof.

(i) Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), shall be governed by and construed in accordance with the internal laws of the State of Delaware. Any action against any party relating to the foregoing shall be brought in, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the State of Delaware over any such action. Any judgment of a Delaware court may be enforced in any jurisdiction. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such action brought in such court or any defense of inconvenient forum for the maintenance of such action.

(j) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signature page follows.]

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

HOLDINGS:

HMAN GROUP HOLDINGS INC.

By: /s/ James P. Waters
James P. Waters
President and CEO

[SIGNATURE PAGE TO STOCK REPURCHASE AGREEMENT - ANTHONY VASCONCELLOS]

SELLER:

By: /s/ Anthony Vasconcellos

ANTHONY VASCONCELLOS

[SIGNATURE PAGE TO STOCK REPURCHASE AGREEMENT - ANTHONY VASCONCELLOS]

Annex A

By Wire Transfer Remit To:

Bank: Bank of America
100 West 33rd Street
New York, NY 10001

ABA# 026009593

For account of: Merrill Lynch
For final credit:
XXXXXXXXXXXXXXXXXX

Account # XXXXXXXXXXXXXXXXXXXX

Swift: