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): March 17, 2021

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

Delaware	**001-13293**	**23-2874736**
(State or other jurisdiction of incorporation)	(Commission File No.)	(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
11.6% Junior Subordinated Debentures		None
Preferred Securities Guaranty		None

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 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on January 24, 2021, Landcadia Holdings III, Inc., a Delaware corporation ("Landcadia"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among Landcadia, Helios Sun Merger Sub, Inc., a Delaware corporation and a direct wholly-owned subsidiary of Landcadia ("Merger Sub"), HMAN Group Holdings Inc., a Delaware corporation ("Hillman Holdco", and, together with its direct and indirect subsidiaries, collectively, "Hillman") and CCMP Sellers' Representative, LLC, a Delaware limited liability company in its capacity as the Stockholder Representative thereunder (the "Stockholder Representative"). Hillman Holdco is a wholly-owned indirect subsidiary of The Hillman Companies, Inc. (the "Company").

On March 12, 2021, Landcadia, Merger Sub, Hillman Holdco and the Stockholder Representative entered into a First Amendment to the Merger Agreement (the "First Amendment") in order to clarify the treatment of the Debentures Indenture (as defined in the Merger Agreement) and the Trust Preferred Securities (as defined in the Merger Agreement). In particular, due to contractual requirements and practical considerations, the Trust Preferred Securities cannot be redeemed and the Debenture Indenture cannot be satisfied and discharged on the Closing Date.

The First Amendment provides that:

(i) At the Closing, proceeds sufficient to effect the satisfaction and discharge of the Debentures Indenture (and upon receipt of such funds by Hillman Group Capital Trust (the "Hillman Trust"), as holder of the Debentures and issuer of the Trust Preferred Securities, to redeem the Trust Preferred Securities) will be deposited with the trustee under the Debentures Indenture, and the Debentures Indenture will be discharged thereby; and

(ii) Hillman Trust and its subsidiaries will effect the redemption of the Trust Preferred Securities as promptly as practicable following the Closing Date.

The foregoing description of the First Amendment, and the transactions and documents contemplated thereby, are not complete and are subject to and qualified in their entirety by reference to the First Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1 hereto, and the terms of which are incorporated by reference herein.

Important Information About the Business Combination and Where to Find It

In connection with the proposed Business Combination, Landcadia has filed a registration statement on Form S-4 (File No. 333-252693) (the "***Registration Statement***") with the U.S. Securities and Exchange Commission (the "***SEC***"), which includes a proxy statement/prospectus and certain other related documents, that will be both the proxy statement to be distributed to holders of Landcadia's common stock in connection with its solicitation of proxies for the vote by Landcadia's stockholders with respect to the proposed Business Combination and other matters as may be described in the Registration Statement, as well as the prospectus relating to the offer and sale of the securities to be issued in the Business Combination. After the Registration Statement is declared effective, Landcadia will mail a definitive proxy statement/prospectus and other relevant documents to its stockholders. This document does not contain all the information that should be considered concerning the proposed Business Combination and is not intended to form the basis of any investment decision or any other decision in respect of the Business Combination. **Landcadia's stockholders, Hillman Holdco's stockholders and other interested persons are advised to read the preliminary proxy statement/prospectus included in the Registration Statement and, when available, the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the proposed Business Combination, as these materials will contain important information about Hillman Holdco, Landcadia and the Business Combination.** When available, the definitive proxy statement/prospectus and other relevant materials for the proposed Business Combination will be mailed to stockholders of Landcadia as of a record date to be established for voting on the proposed Business Combination and other matters as may be described in the Registration Statement. Landcadia stockholders and Hillman Holdco stockholders are also able to obtain copies of the preliminary proxy statement, and will also be able to obtain copies of the definitive proxy statement and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to Landcadia's secretary at 1510 West Loop South, Houston, Texas 77027, (713) 850-1010.

Participants in Solicitation

Landcadia and Hillman and their respective directors and officers may be deemed participants in the solicitation of proxies of Landcadia's stockholders in connection with the proposed business combination. A list of the names of Landcadia's directors and executive officers and a description of their interests in Landcadia is contained in Landcadia's registration statement on Form S-4 containing the proxy statement / prospectus for the business combination, which was filed with the SEC and is available free of charge at the SEC's web site at www.sec.gov. Information about the Company's directors and executive

officers is available in the Company's Form 10-K for the year ended December 26, 2020 and certain of its Current Reports on Form 8-K.

Forward-Looking Statements

This Current Report on Form 8-K includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. The Company's and Landcadia's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, the Company's and Landcadia's expectations with respect to future performance and anticipated financial impacts of the proposed business combination, the satisfaction of the closing conditions to the proposed transaction and the timing of the completion of the proposed transaction. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside the Company's and Landcadia's control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the risk that the proposed business combination disrupts the Company's current plans and operations; (2) the ability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, competition, the ability of the Company to grow and manage growth profitably and retain its key employees; (3) costs related to the proposed business combination; (4) changes in applicable laws or regulations; (5) the possibility that Landcadia or the Company may be adversely affected by other economic, business, and/or competitive factors; (6) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; (7) the outcome of any legal proceedings that may be instituted against Landcadia or the Company following the announcement of the merger agreement; (8) the inability to complete the proposed business combination, including due to failure to obtain approval of the stockholders of Landcadia or Hillman, certain regulatory approvals or satisfy other conditions to closing in the merger agreement; (9) the impact of COVID-19 on the Company's business and/or the ability of the parties to complete the proposed business combination; (10) the inability to obtain or maintain the listing of the combined company's shares of common stock on Nasdaq following the proposed transaction; or (11) other risks and uncertainties indicated from time to time in the registration statement containing the proxy statement/prospectus relating to the proposed business combination, including those under "Risk Factors" therein, and in Landcadia's or the Company's other filings with the SEC. The foregoing list of factors is not exclusive, and readers should also refer to those risks that will be included under the header "Risk Factors" in the registration statement on Form S-4 filed by Landcadia with the SEC and those included under the header "Risk Factors" in the final prospectus of Landcadia related to its initial public offering. Readers are cautioned not to place undue reliance upon any forward-looking statements in this press release, which speak only as of the date made. Landcadia and the Company do not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements in this press release to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based.

No Offer or Solicitation

This Current Report on Form 8-K is for informational purposes only and shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination. This Current Report on Form 8-K shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or an exemption therefrom.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	First Amendment to Agreement and Plan of Merger, dated as of March 12, 2021, by and among Landcadia, Merger Sub, Hillman Holdco and the Stockholder Representative.

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 HILLMAN COMPANIES, INC.

Dated: March 17, 2021

By: /s/ Robert O. Kraft
Robert O. Kraft
Title: Chief Financial Officer

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "**Amendment**") is entered into as of March 12, 2021 by and among Landcadia Holdings III, Inc. (" **Parent**"), Helios Sun Merger Sub, Inc. ("**Merger Sub**"), HMAN Group Holdings Inc. (the "**Company**") and CCMP Sellers' Representative, LLC in its capacity as the stockholder representative (the "**Stockholder Representative**"). Parent, Merger Sub, the Company and the Stockholder Representative may collectively be referred to as the "**Parties**" and each individually as a "**Party**". Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Merger Agreement (as defined below).

WHEREAS, the Parties entered into that certain Agreement and Plan of Merger, dated as of January 24, 2021 (the " **Merger Agreement**");

WHEREAS, the Parties desire to amend the Merger Agreement as set forth in this Amendment in order to clarify the treatment of the Debentures Indenture and the Trust Preferred Securities; and

WHEREAS, Section 10.13 of the Merger Agreement requires any amendments to the Merger Agreement to be made by a written instrument executed by each of the Parties.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Parties, the Parties agree as follows:

1. Amendments.

a. **Financing.** The first sentence of Section 6.17(g) of the Merger Agreement shall be replaced in its entirety by: "The Company shall, and the Company shall cause the Company Subsidiaries to, take all such actions as are appropriate to effect (i) the Refinancing and the Junior Debenture Redemption (as such terms are defined in the Debt Commitment Letter) on the Closing Date, and (ii) the Trust Preferred Redemption (as such term is defined in the Debt Commitment Letter) as promptly as practicable following the Closing Date."

b. **Redemption of Debentures, Trust Preferred Securities and Notes**. Section 7.1(i) shall be replaced in its entirety by: "At the Closing, substantially concurrently with the consummation of the Merger and the other Transactions, (i) proceeds sufficient to effect the satisfaction and discharge of the Debentures Indenture (and upon receipt of such proceeds by Hillman Trust, to redeem the Trust Preferred Securities) shall be deposited with the trustee under the Debentures Indenture, and the Debentures Indenture is discharged thereby, and (ii) all outstanding Notes shall be redeemed pursuant to the Notes Indenture (or an amount deposited with the trustee under the Notes Indenture to satisfy the Notes Indenture) and thereupon the Notes Indenture shall be discharged."

2. **Miscellaneous**. It is the express intent of the Parties that this Amendment shall not, and shall not be interpreted to, expand or reduce the rights of any party to the Merger Agreement except as and solely to the extent expressly provided herein. Other than as expressly set forth herein, the terms, conditions and provisions of the Merger Agreement remain in full force and effect. All references to the Merger Agreement shall hereafter mean the Merger Agreement as amended by this Amendment. This Amendment shall be governed by, and otherwise construed in accordance with, the terms of the Merger Agreement, as though the other provisions of this Amendment were set forth in the Merger Agreement, and, for the avoidance of

doubt and without limitation, Section 10.3, Section 10.4 and Sections 10.8 through Section 10.13 (inclusive) of the Merger Agreement are hereby incorporated by reference and made a part hereof, *mutatis mutandis*.

1. **Redline**. Attached hereto as Exhibit A is a redline comparison of the amended provisions of the Agreement after giving effect to this Amendment (the "**Redline**"). In the event of a conflict between the amendments set forth in Section 1 hereof and the amendments set forth in the Redline, the Redline shall control.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above.

PARENT:

LANDCADIA HOLDINGS III, **INC.**

By:

/s/ Steven L. Scheinthal
_____
Name: Steven L. Scheinthal
Title: Vice President and Secretary

MERGER SUB:

HELIOS SUN MERGER SUB, INC.

By:

/s/ Steven L. Scheinthal
_____
Name: Steven L. Scheinthal
Title: President

THE COMPANY:

HMAN GROUP HOLDINGS INC.

By:

/s/ Douglas J. Cahill
_____
Name: Douglas J. Cahill
Title: President and Chief Executive Officer

THE STOCKHOLDER REPRESENTATIVE:

CCMP SELLERS' REPRESENTATIVE, LLC

By:

/s/ Joseph M. Scharfenberger, Jr.

_____

Name: Joseph M. Scharfenberger, Jr. Title: Managing Director

EXHIBIT A

Redline
(see attached)

(e) Prior to the earlier of the Closing and the valid termination of this Agreement pursuant to its terms, the Stockholder Representative and the Company agree, and the Company shall cause each Group Company and its and their appropriate officers and employees, to use reasonable best efforts to cooperate in connection with the arrangement of the PIPE Investment (including the satisfaction of the conditions precedent set forth in the Subscription Agreements) as may be reasonably requested by Parent, including by (i) participating in (including making appropriate officers of the Company and its subsidiaries available for) a reasonable number of meetings, presentations, due diligence sessions, drafting sessions and sessions with rating agencies at mutually agreeable times and locations and upon reasonable advance notice and (ii) assisting with the preparation of customary materials for actual and potential PIPE Investors, rating agency presentations and private placement memoranda required in connection with the PIPE Investment. Notwithstanding the foregoing, (A) such requested cooperation shall not unreasonably interfere with the ongoing operations of any Group Company, (B) no Group Company shall be required to pay any commitment or other similar fee or incur any other Liability or obligation in connection with the PIPE Investment prior to the Closing, (C) no Group Company nor any of their respective officers, directors, or employees shall be required to execute or enter into or perform any agreement with respect to the PIPE Investment that is not contingent upon the Closing or that would be effective prior to the Closing (other than any customary management representation and authorization letter in connection with marketing materials contemplated by the Financing) and (D) Persons who are on the board of directors or the board of managers (or similar governing body) of any Group Company prior to the Closing in their capacity as such shall not be required to pass resolutions or consents to approve or authorize the execution of the PIPE Investment. Nothing contained in this Section 6.17 or otherwise shall require any Group Company, prior to the Closing, to be an issuer or other obligor with respect to the PIPE Investment.

(f) None of the Stockholder Representative, the Group Companies, their Affiliates or any of their respective Representatives shall be required to take any action that would subject such Person to actual or potential liability, to bear any cost or expense or to pay any commitment or other similar fee or make any other payment or incur any other liability or provide or agree to provide any indemnity in connection with the PIPE Investment or their performance of their respective obligations in connection with the PIPE Investment under this Section 6.17 or any information utilized in connection therewith. Parent shall indemnify and hold harmless the Stockholder Representative, the Group Companies, their Affiliates and their respective Representatives from and against any and all Loss suffered or incurred by them in connection with the arrangement of the PIPE Investment and the performance of their respective obligations in connection with the PIPE Investment under this Section 6.17 and any information utilized in connection therewith, for any of the foregoing except to the extent the same is the result of (i) claims based upon the accuracy of any historical information provided by or on behalf of the Stockholder Representative, any Group Company or their respective Affiliates and Representatives expressly for use in connection with the arrangement of the PIPE Investment or (ii) the gross negligence, willful misconduct or fraud committed by or on behalf of the Stockholder Representative, any Group Company or their respective Affiliates and Representatives.

(g) The Company shall, and the Company shall cause the Company Subsidiaries to, take all such actions as are appropriate to effect (i) the Refinancing~~, the Trust Preferred Redemption~~ and the Junior Debenture Redemption (as such terms are defined in the Debt Commitment Letter) on the Closing Date, and (ii) the Trust Preferred Redemption (as such term is defined in the Debt Commitment Letter) as promptly as practicable following the Closing Date. The Company shall, and the Company shall cause the Company Subsidiaries to, deliver all customary notices and take all other reasonably necessary actions to facilitate the termination on the Closing Date of all commitments in respect of the Existing Credit Agreements, the repayment in full on the Closing Date of all obligations in respect of such Indebtedness, and the release on the Closing Date of any Liens securing such Indebtedness and guarantees in connection therewith. In furtherance and not in limitation of the foregoing, the Company

(h) HSR Act. All applicable waiting periods (and any extensions thereof) under the HSR Act will have expired or otherwise been terminated.

(i) Redemption of Debentures, Trust Preferred Securities and Notes. At the Closing, substantially concurrently with the consummation of the Merger and the other Transactions, (i) ~~all outstanding debentures shall be redeemed and thereupon~~ proceeds sufficient to effect the satisfaction and discharge of the Debentures Indenture ~~shall be discharged and all outstanding~~ (and upon receipt of such proceeds by Hillman Trust, to redeem the Trust Preferred Securities ~~shall be redeemed~~) shall be deposited with the trustee under the Debentures Indenture, and the Debentures Indenture is discharged thereby, and (ii) all outstanding Notes shall be redeemed pursuant to the Notes Indenture (or an amount deposited with the trustee under the Notes Indenture to satisfy the Notes Indenture) and thereupon the Notes Indenture shall be discharged.

(j) Illegality. There shall not be in effect any Governmental Order or applicable Legal Requirement enjoining, restricting or making illegal the consummation of the Transactions.

(k) Listing. The shares of Parent Common Stock to be issued in connection with the Merger shall be approved for listing on Nasdaq.

(l) Tangible Assets. Parent shall have at least $5,000,001 of net tangible assets following the exercise by the holders of Parent Class A Common Stock issued in Parent's initial public offering of securities and outstanding immediately before the Closing of their right to convert their Parent Class A Common Stock held by them into a pro rata share of the Trust Account in accordance with Parent's Organizational Documents.

Section 7.2 Additional Conditions to Obligations of the Company. The obligations of the Company to consummate and effect the Merger and the other Transactions shall be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may be waived, in writing, exclusively by the Company:

a. Representations and Warranties of Parent. The Fundamental Representations of Parent shall be true and correct in all material respects (without giving effect to any limitation as to "materiality" or Parent Material Adverse Effect or any similar limitation contained therein) on and as of the Closing Date as though made on and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date); and all other representations and warranties of Parent set forth in Article IV hereof shall be true and correct (without giving effect to any limitation as to "materiality" or Parent Material Adverse Effect or any similar limitation contained therein) on as of the Closing Date as though made on and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties of Parent to be so true and correct, individually or in the aggregate, has not had and is not reasonably expected to have a Parent Material Adverse Effect.

b. Performance. Parent and Merger Sub shall have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by them on or prior to Closing Date, in each case in all material respects.