

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**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): October 2, 2017

**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))

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On October 2, 2017, Robert Kraft entered into an employment agreement (the "Employment Agreement") with The Hillman Group, Inc. ("Hillman"), a subsidiary of The Hillman Companies, Inc. (the "Company"), to be appointed as Chief Financial Officer and Treasurer. Mr. Kraft also will serve as Chief Financial Officer and Treasurer of the Company. Mr. Kraft's appointment will be effective November 1, 2017. Mr. Kraft, age 47, is a seasoned business executive with broad experience across various industries. Throughout his career, Mr. Kraft has been actively involved with mergers and acquisitions, strategic business development, and building world class financial teams. Prior to joining Hillman, Mr. Kraft served as the President of the Omnicare (Long Term Care) division, and an Executive Vice President, of CVS Health Corporation (NYSE: CVS), a Fortune 10 integrated pharmacy healthcare company. Prior to mid-2015, Mr. Kraft was Senior Vice President and Chief Financial Officer of Omnicare, Inc. (NYSE: OCR), a \$6 billion leading healthcare services company that specialized in the management of complex pharmaceutical care and that operated primary business segments of long term care and specialty care. Mr. Kraft managed the sale of Omnicare to CVS Health for \$13 billion. Prior to late 2010, Mr. Kraft began his career with PriceWaterhouseCoopers, LLP in 1992 and was admitted as a Partner in 2004. Mr. Kraft spent over 18 years working with a broad range of publicly held and privately held clients in a variety of industries, including consumer products, manufacturing, technology, and healthcare and he had significant experience with SEC registrants, multinational operations, and private equity-backed organizations. Mr. Kraft is also a member of the Board of Directors of Medpace Holdings, Inc. (NASDAQ: MEDP), a global clinical contract research organization providing Phase I-IV clinical development services to the biotechnology, pharmaceutical, and medical device industries. Mr. Kraft holds a B.S.B.A. degree in Accounting (Magna Cum Laude) from University of Dayton and is a certified public accountant in Ohio, Kentucky, and New York (inactive).

Mr. Kraft's Employment Agreement provides for an initial annual base salary of \$415,000. The agreement provides for an annual cash bonus target of 60% of base salary and maximum of 120% of base salary under Hillman's performance-based bonus plan commencing with the 2018 fiscal year.

Mr. Kraft will be eligible to participate in the equity investment plan and equity incentive plan of HMAN Group Holdings, Inc., the Company's parent company. The agreement provides an equity investment right of a minimum of \$50,000 worth of common shares. The agreement provides a grant of 3,000 nonqualified stock options at a strike price of \$1,000 per share. Prior to the issuance of these equity awards, Mr. Kraft must execute the Restrictive Covenant Agreement attached to the Option Award Agreement, which includes restrictive covenants such as one-year non-competition and two-year non-solicitation of employees and customers.

In the event that Mr. Kraft's employment is terminated by Hillman without "cause" or if Mr. Kraft resigns with "good reason" (as such terms are defined in the Shareholders Agreement and the Equity Plan), the agreement provides severance payments equal to (i) continued base salary for 12 months following the date of termination, and (ii) a pro rated portion of the bonus for the year in which termination occurs.

The foregoing description is qualified in its entirety by reference to the Employment Agreement, a copy of which is furnished as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 8.01 Other Events**

On October 6, 2017, the Company issued a press release relating to Mr. Kraft's new appointment. A copy of such press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

**EXHIBIT  
NUMBER**

**DESCRIPTION**

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10.1	Employment Agreement between Robert Kraft and The Hillman Group, Inc. dated October 2, 2017.
99.1	Press Release dated October 6, 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: October 6, 2017

THE HILLMAN COMPANIES, INC.

By: /s/ Gregory J. Gluchowski, Jr.  
Name: Gregory J. Gluchowski, Jr.  
Title: President and Chief Executive Officer

## EXHIBIT LIST

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
<a href="#"><u>10.1</u></a>	Employment Agreement between Robert Kraft and The Hillman Group, Inc. dated October 2, 2017.
<a href="#"><u>99.1</u></a>	Press Release dated October 6, 2017.



September 19, 2017

Robert Kraft  
64 Reilly Road  
Cincinnati, OH 45215

Re: Offer Letter

Dear Rocky:

We are pleased to offer you a position with The Hillman Group, Inc. (“Hillman” or the “Company”) as the Chief Financial Officer and Treasurer of the Company, reporting to the Chief Executive Officer. You will be based at the Company’s corporate headquarters, which are in Cincinnati, Ohio.

In accordance with our discussions, set forth below are the terms and conditions of your employment. This letter, and the exhibits attached hereto, when signed by you, will constitute your employment agreement with the Company (this “Agreement”).

1. Start Date. We look forward to a start date no later than November 1, 2017 (the “Start Date”) as mutually agreed. Your employment with the Company shall be on an at-will basis. The terms of your employment hereunder shall be governed by the laws of the State of Ohio.

2. Time Commitment to Duties. You shall devote all of your business time to the proper and efficient performance of services under this Agreement.

3. Base Salary. Your initial Base Salary shall be at the rate of \$415,000 per annum, commencing as of the Start Date. Your Base Salary may be increased from time to time by the Board of Directors of the Company (the “Board”) or the Compensation Committee of the Board (the “Compensation Committee”).

4. Annual Performance Bonus.  
(a) *Amount*. Commencing with the fiscal year of the Company that commences on or about January 1, 2018 and for each complete calendar year of your employment, you shall have the opportunity to earn an annual bonus (the “Annual Performance Bonus”) pursuant to the terms of a performance-based bonus plan. The bonus plan will provide for performance-based targets to be agreed to annually by the Chief Executive Officer and the Board. If 100% of such bonus targets are met in a year, you shall be entitled to a bonus equal to 60% of your Base Salary for that year. If the Company and its subsidiaries perform at a level in excess of 100% of the bonus targets, you shall be entitled to a higher amount of bonus compensation up to a maximum of 120% of your Base Salary for that year

in accordance with the bonus plan. You shall be entitled to bonus compensation in a reduced amount if the Company and its subsidiaries perform at a level that is less than 100% of the bonus targets but in excess of a minimum level established by the Board.

(b) *Payment.* The amount of any Annual Performance Bonus in respect of a calendar year shall be paid to you in a lump sum payment at the same time that other members of senior management receive annual bonuses generally which shall be as soon as reasonably practicable after the Company's audited financial statements for such year are finalized, subject to your continued employment through the payment date (except as otherwise provided in Section 9 hereof).

5. Benefits. You shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time. In addition, you shall be eligible to participate in the Company's deferred compensation plan and the executive supplemental long term disability plan and you shall receive a company car or car allowance not to exceed \$700 per month.

6. Business Expenses. You shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business expenses incurred by you in connection with the performance of your duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

7. Vacation. You shall be entitled to twenty (20) working days of paid vacation per annum, accruing in accordance with the Company's vacation policy.

8. Equity Participation.

(a) You will be eligible to participate in the HMAN Group Holdings, Inc. Equity Investment Plan (the "Investment Plan") and HMAN Group Holdings, Inc. 2014 Equity Incentive Plan (the "Equity Plan"), subject to the terms of the Equity Plan, the Nonqualified Stock Option Award Agreement (the "Option Award Agreement"), the terms of the Shareholders Agreement (the "Shareholders Agreement") and Subscription Agreement (the "Subscription Agreement") (all attached hereto). Capitalized terms used but not otherwise defined in this Section 8 shall have the meanings ascribed thereto in the Shareholders Agreement, Subscription Agreement, Equity Plan, Option Award Agreement and the Investment Plan.

(b) In consideration of you entering into this Agreement, and as an inducement to join the Company, on the Start Date, Hillman will grant to you 3,000 Nonqualified Stock Options at a strike price of \$1,000 per share subject to the terms and conditions of the Shareholders Agreement, the Equity Plan, and the Option Award Agreement which will set forth the terms of such award.

(c) You recognize that this right to participate in the Equity Plan described herein is an additional benefit that you would not have been entitled to but for the execution of this Agreement.

(d) In consideration of you entering into this Agreement, and as an inducement to join the Company, on the Start Date, Hillman will grant you the right to make an equity investment in a minimum of \$50,000 worth of Common Shares subject to the terms and conditions of the Shareholders Agreement, Subscription Agreement, and the Investment Plan which will set forth the terms of such award.

9. Termination of Employment.

(a) *Termination of Employment.* Your employment hereunder may be terminated by either the Company or by you at any time and for any reason; provided that, unless otherwise provided herein or in the event of a termination for “Cause,” either party shall be required to give the other party at least thirty (30) days advance written notice of any termination of your employment. Upon termination of your employment, the Company will pay you, in a lump sum, within thirty (30) days after such termination of employment, (1) any Base Salary earned but not yet paid and (2) the amount of any business expenses incurred by you prior to such termination that were incurred in accordance with the Company’s policies and which have not yet been reimbursed (collectively, (1) and (2) being, the “Unpaid Amounts”).

(b) *Severance Upon Termination Without Cause or Resignation With Good Reason.* If your employment is terminated by the Company without “Cause,” or if you resign with Good Reason (as such terms are defined in the Shareholders Agreement and the Equity Plan), in addition to the Unpaid Amounts and subject to your compliance with the Restrictive Covenant Agreement referenced in Section 10 of this Agreement and your execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the “Release”) and such Release becoming effective and irrevocable in accordance with its terms within sixty (60) days following the date of termination, you shall be entitled to receive (i) continued Base Salary for one year (twelve months) following the date of termination. Severance is payable in equal installments in accordance with the Company’s normal payroll practices, which shall commence on the date that is sixty (60) days following such termination of employment, provided that, prior to the date the Release has become effective and irrevocable, the first installment payment shall include all amounts of Base Salary that would otherwise have been paid to you during the period beginning on the date of termination and ending on the first payment date if no delay had been imposed; and (ii) a prorated portion of

the bonus for the year in which termination occurs as determined pursuant to Section 4(a) above. (the “Prorated Bonus”). The Prorated Bonus shall be paid in a lump sum as soon as reasonably practicable after the Company’s audited financial statements for such year are finalized but in no event earlier than sixty (60) days following such termination date.

10. Restrictive Covenant Agreement. Prior to the issuance of the equity awards set forth in Section 8, you agree to execute the Restrictive Covenant Agreement attached to the Option Award Agreement as Exhibit B.

11. Assignment and Binding Effect. This Agreement shall be binding upon and inure to the benefit of you and your heirs, executors, administrators, estate, beneficiaries, and legal representatives. Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either party without the prior express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives. Notwithstanding the foregoing, the Company may assign this Agreement to any existing or future subsidiary or affiliate of the Company, any purchaser of all or substantially all of the Company’s business or assets, any successor to the Company or any assignee thereof, whether direct or indirect, by purchase, merger, consolidation, operation of law, or otherwise.

12. Choice of Law. This Agreement is made in Delaware and shall be construed and interpreted in accordance with the laws of Delaware. Each of the parties hereto agrees to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any and all actions between the parties. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether involving remedies at law or in equity, shall be adjudicated in Delaware. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in such court(s), and further irrevocably waive any claim they may now or hereafter have that any such action brought in such court(s) has been brought in an inconvenient forum.

13. Integration. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement, and supersedes all prior oral and written employment agreements or arrangements between the parties. This Agreement cannot be amended or modified except by a written agreement signed by you and the Company.

14. Waiver. No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the party against whom the waiver is claimed, and any waiver of any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

15. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

16. Tax Withholding. The Company shall deduct or withhold the minimum statutory amount to satisfy federal, state or local taxes required by law or regulation to be withheld with respect to any payment or benefit provided hereunder.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall together constitute an original hereof.

18. Section 409A of the Code. The Company intends for this Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) in accordance with the regulations and guidance promulgated thereunder (collectively “Section 409A”). In no event whatsoever will the Company be liable for any additional tax, interest or penalties that may be imposed on you under Section 409A or any damages for failing to comply with Section 409A.

19. General Obligations. As an employee, you will be expected to adhere to the Company’s standards of professionalism, loyalty, integrity and honesty. You will also be required to comply with the Company’s policies and procedures. Further, your employment is contingent upon successful completion of the Company’s application process including a pre-employment background check and providing proof of your eligibility to work in the United States.

*[the remainder of this page intentionally left blank.]*

We are pleased to offer you this opportunity and look forward to our long and mutually rewarding relationship.

Very truly yours,

THE HILLMAN GROUP, INC.

By: /s/ Greg Gluchowski  
Greg Gluchowski  
CEO and President

ACCEPTED AND AGREED:

ROBERT KRAFT:

/s/ Robert Kraft

Date: 10-2-17



## HILLMAN ANNOUNCES KEY MANAGEMENT CHANGE

### ROBERT (ROCKY) KRAFT APPOINTED AS CHIEF FINANCIAL OFFICER

**CINCINNATI, OHIO October 6, 2017 /PRNewswire-FirstCall/ -- The Hillman Companies, Inc. (NYSE-AMEX: HLM.PR) and The Hillman Group, Inc. (collectively, “Hillman” or the “Company”)** announced today that Robert (Rocky) Kraft will join Hillman as Chief Financial Officer and Treasurer on November 1, 2017.

Mr. Kraft, age 47, is a seasoned business executive with broad experience across various industries. Throughout his career, Mr. Kraft has been actively involved with mergers and acquisitions, strategic business development, and building world class financial teams. Prior to joining Hillman, Mr. Kraft served as the President of the Omnicare (Long Term Care) division, and an Executive Vice President, of CVS Health Corporation (NYSE: CVS), a Fortune 10 integrated pharmacy healthcare company. Prior to mid-2015, Mr. Kraft was Senior Vice President and Chief Financial Officer of Omnicare, Inc. (NYSE: OCR), a \$6 billion leading healthcare services company that specialized in the management of complex pharmaceutical care and that operated primary business segments of long term care and specialty care. Mr. Kraft managed the sale of Omnicare to CVS Health for \$13 billion. Prior to late 2010, Mr. Kraft began his career with PriceWaterhouseCoopers, LLP in 1992 and was admitted as a Partner in 2004. Mr. Kraft spent over 18 years working with a broad range of publicly held and privately held clients in a variety of industries, including consumer products, manufacturing, technology, and healthcare and he had significant experience with SEC registrants, multinational operations, and private equity-backed organizations. Mr. Kraft is also a member of the Board of Directors of Medpace Holdings, Inc. (NASDAQ: MEDP), a global clinical contract research organization providing Phase I-IV clinical development services to the biotechnology, pharmaceutical, and medical device industries. Mr. Kraft holds a B.S.B.A. degree in Accounting (Magna Cum Laude) from University of Dayton and is a certified public accountant in Ohio, Kentucky, and New York (inactive).

Greg Gluchowski, President and CEO, commented: “We are very pleased to bring Mr. Kraft on board. We believe that his experiences will greatly benefit the company and its customers in this period of continued expansion. Rocky, working together with the rest of the Hillman executive team, is well positioned to carry on Hillman’s established tradition of strong customer service as a leading distributor in the hardware industry.”

### **About Hillman**

Founded in 1964 and headquartered in Cincinnati, Ohio, Hillman is a leading North American provider of complete hardware solutions, delivered with industry best customer service to over 26,000 customers. Hillman designs innovative product and merchandising solutions for complex categories that deliver an outstanding customer experience to home improvement centers, mass merchants, national and regional hardware stores, pet supply stores, and OEM & Industrial customers. Leveraging a world-class distribution and sales network, Hillman delivers a “small business” experience with “big business” efficiency.

For more information on the Company, please visit our website at <http://www.hillmangroup.com> or call Investor Relations at (513) 851-4900, ext. 60292.