
**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): August 25, 2016

HEIDRICK & STRUGGLES INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-25837
(Commission
File Number)

36-2681268
(IRS Employer
Identification No.)

233 South Wacker Drive, Suite 4900, Chicago, IL
(Address of principal executive offices)

60606-6303
(Zip Code)

Registrant's telephone number, including area code: (312) 496-1200

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 1.01 Entry into a Material Definitive Agreement

Deed of Amendment

On August 25, 2016, Heidrick & Struggles International, Inc. (the “Company”), Heidrick & Struggles (UK) Limited (the “Buyer”) and the equity holders of CoCompany Limited (the “Sellers”) entered into a Deed of Amendment (the “Amendment”) to the Share Purchase Agreement dated October 1, 2015 by and among the Company, the Buyer, and the Sellers (the “Purchase Agreement”).

The Amendment, in accordance with the Purchase Agreement, reflects that the integration of CoCompany Limited and the Company’s legacy leadership consulting business is complete as of August 25, 2016. As a result of acquisitions not anticipated at the time of the Purchase Agreement, the Amendment establishes new Target Fee Revenue and Target EBITDA Margin for each remaining Earn Out Period. The parties agreed that these new targets shall include subsequent acquisitions and take effect retrospectively from January 1, 2016. The Amendment ensures that the entirety of the Leadership Consulting business under Colin Price’s leadership is taken into account. The Amendment also provides the Buyer with the right to buy-out all of the Remaining Earn Out Amounts at a revised Earn Out Buyout Price, the calculation for which is set out in the Amendment.

The foregoing summary of the Amendment and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is attached as Exhibit 2.1 to this report and is incorporated herein by reference.

The Amendment has been included to provide investors with information regarding its terms. The representations and warranties made in the Amendment were made solely for the purposes of the Amendment and may be subject to important qualifications and limitations agreed to by the parties in connection with the negotiated terms of the Amendment. Moreover, some of those representations and warranties may have only been true at a certain date, may be subject to a contractual standard of materiality or may have been used for purposes of allocating risk between the parties rather than establishing matters of fact.

Investors are not third-party beneficiaries of the Amendment and should not rely on the representations, warranties or covenants or any description thereof as characterizations of the actual state of facts at the time they were made or otherwise. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Amendment, which subsequent information may or may not be fully reflected in the Company’s public disclosures.

Cautions about Forward-Looking Statements

This document contains forward-looking statements, including statements regarding expectations, views, opportunities, plans, strategies, beliefs and statements of similar effect relating to the Company, CoCompany Limited, the Amendment and the expected benefits of the transaction. These forward-looking statements are not guarantees of future performance and they are based on management’s expectations that involve a number of risks, uncertainties and assumptions, any of which could cause actual results or events to differ materially from those express in or implied by the forward-looking statements, including risks associated with the transaction, such as uncertainties regarding the ability to realize the expected benefits of the transaction. For a detailed discussion of risk factors impacting the Company, see the Company’s Annual Report on Form 10-K for the year ended December 31, 2015 and

other filings the Company makes with the Securities and Exchange Commission. The forward-looking statements contained in this document are made as of the date hereof, and the Company assumes no obligation to revise or update any forward-looking statement, except as otherwise required by law.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 2.1 Deed of Amendment dated August 25, 2016 by among Heidrick & Struggles International, Inc., Heidrick & Struggles (UK) Limited, and Sharon Lee Toye, Tammy Ann Mitchell-Fisher, Catherine Elizabeth Powell and Colin Price.

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.

HEIDRICK & STRUGGLES INTERNATIONAL, INC.
(Registrant)

Date: August 29, 2016

By: /s/ Stephen W. Beard
Name: Stephen W. Beard
Title: Executive Vice President, General Counsel and Chief Administrative Officer

DATED 25 AUGUST

2016

- (1) COLIN PRICE AND OTHERS
- (2) HEIDRICK & STRUGGLES (UK) LIMITED
- (3) HEIDRICK & STRUGGLES INTERNATIONAL INC

DEED OF AMENDMENT

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BETWEEN:

- (1) **The Persons** whose names and addresses are set out in Schedule 1 (the “**Sellers**” and each a “**Seller**”);
- (2) **Heidrick & Struggles (UK) Limited**, a company registered in England and Wales with registered address 40 Argyll Street, London, W1F 7EB, United Kingdom (the “**Buyer**”); and
- (3) **Heidrick & Struggles International, Inc.**, a company registered in Delaware, USA with registered address 233 South Wacker Drive, Suite 4200, Chicago, Illinois 60606-6303, USA (“**Holdco**”),
together the “**Parties**” and each a “**Party**”.

BACKGROUND

- (A) The Parties entered into an agreement on 1 October 2015 (the “**Share Purchase Agreement**”) for the sale and purchase of the entire issued share capital of CoCompany Limited (company number 06960102).
- (B) The Parties have agreed that the Integration Plan has been implemented in accordance with its terms and that the Implementation Date is 25 August 2016.
- (C) The Parties have agreed that the requirements of clauses 5.17, 5.18 and 5.19 of the Share Purchase Agreement have been satisfied.
- (D) The Parties have agreed that no further changes to the Target Fee Revenue and Target EBITDA Margin as defined in the Share Purchase Agreement are anticipated by either the Sellers or the Buyer.
- (E) The Parties have agreed to amend the Share Purchase Agreement as set out in this Deed.
- (F) This Deed is supplemental to the Share Purchase Agreement.

1. DEFINITIONS AND INTERPRETATION

Words and expressions defined in the Share Purchase Agreement shall have the same meanings where used in this Deed.

2. AMENDMENT TO THE BUSINESS PURCHASE AGREEMENT

2.1 The definition of “**Target Fee Revenue**” and “**Target EBITDA Margin**” in paragraph 12 of Schedule 5 of the Share Purchase Agreement is hereby deleted and substituted with the following:

‘**Target Fee Revenue**’ and ‘**Target EBITDA Margin**’ for each Earn Out Period are set forth in the following table:

(1) Earn Out Period	Amounts in (£ 000s)	
	(2) Target Fee Revenue	(3) Target EBITDA Margin
Year 2	12,551	12.5%
Year 3	14,928	14.5%
Year 4	17,398	16.5%

2.2 For the avoidance of doubt the Parties have agreed that the revisions in clause 2.1 above shall take effect retrospectively from 1 January 2016.

2.3 Paragraph 1(a) of Schedule 5 of the Share Purchase Agreement is hereby deleted and substituted with the following:

(a) The EBITDA and Company’s Fee Revenue shall be derived from the unaudited management accounts of the Company for each Earn Out Period, comprising a profit and loss account, which shall be prepared in accordance with the following policies in the following order of priority:

- (i) the specific accounting policies set out in paragraph 2(b) below;
- (ii) complying with US GAAP and all legal requirements; and
- (iii) the Buyer’s policies for allocations of direct costs incurred by the Buyer in support of the leadership consulting business unit (as such policies are amended from time to time); provided that such allocations and their basis are consistent with the prior principles agreed to in writing between the Buyer and the Sellers’ Representative from time to time.

2.4 Paragraph 1(b)(i) of Schedule 5 of the Share Purchase Agreement is hereby deleted and substituted with the following:

“any Company’s Fee Revenue related to services delivered and invoiced during an Earn Out Period and collected within 90 days of the end of such Earn Out Period shall be deemed to have been collected within such Earn Out Period;”

2.5 Paragraph 2 of Schedule 5 of the Share Purchase Agreement is hereby deleted and substituted with the following:

“The Buyer shall have the right exercisable at any time during the Earn Out Buyout Period, to give notice to the Sellers of its intention to buy-out all (but not some) of the Remaining Earn Out Amounts at the Earn Out Buyout Price upon the terms and subject to the conditions of the following provisions of this Agreement (the ‘**Earn Out Buyout**’).”

2.6 Paragraph 4 of Schedule 5 of the Share Purchase Agreement is hereby deleted and substituted with the following:

“The parties shall be bound to complete the sale and purchase of the Remaining Earn Out Amounts within 14 days of the notice issued pursuant to paragraph 2 of this Schedule 5 (or on the next succeeding Business Day if completion of the sale and purchase would otherwise fall on a day which is not a Business Day) (the ‘**Earn Out Buyout Date**’).”

2.7 Paragraph 5 of Schedule 5 of the Share Purchase Agreement is hereby deleted and substituted with the following:

“The price for the Earn Out Buyout shall be calculated as follows:

Projected Fee Revenue x 6.75% x Remaining Earn Out Periods discounted on a per annum basis utilising the Earn Out Discount.”

2.8 The definition of “**Consulting Business Partners**” in paragraph 4 of Schedule 11 of the Share Purchase Agreement is hereby deleted and substituted with the following:

“**Consulting Business Partners**’ means (i) the following individuals: Scott Hensarling (Singapore); Ellen Maag (Washington DC); Louise Palmer (London); Rich Rosen (New York); Christian Jerusalem (RPMP, Leadership Consulting; Dusseldorf); Gareth McIlroy (RPMP, Leadership Consulting APAC; Singapore); Graham Poston (RPMP, CEO and Board Practice, APAC; Singapore); and Carolyn Vavrek (RPMP, Leadership Consulting; San Francisco), and (ii) any individual hired as a “Partner” and whose revenue is determined to be attributable, within the Buyer Group, to the Company, save for any such individual that joins the Buyer Group as a result of an acquisition or merger by a Member of the Buyer Group);”.

2.9 The definition of “**Consulting Business Principals**” in paragraph 4 of Schedule 11 of the Share Purchase Agreement is hereby deleted and substituted with the following:

“**Consulting Business Principals**’ means (i) the following individuals: Ehssan Abdallah (Dubai); Khoury N. Ashooh (Atlanta); Olivier Jeglot (Paris); Smita Naidu (Singapore); and Dr. Sassan Youssefi (Frankfurt), and (ii) any individual hired as a “Principal” and whose revenue is determined to be attributable, within the Buyer Group, to the Company, save for any such individual that joins the Buyer Group as a result of an acquisition or merger by a Member of the Buyer Group);”.

3. CONTINUITY

The provisions of the Share Purchase Agreement shall, save as amended in this Deed, continue in full force and effect, and shall be read and construed as one document with this Deed.

4. GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England and Wales.

EXECUTED AND DELIVERED as a **DEED** on the date hereof.

SCHEDULE 1

THE SELLERS

NAME	ADDRESS
Sharon Lee Toye	All addresses intentionally omitted
Tammy Ann Mitchell-Fisher	
Catherine Elizabeth Powell	
Colin Price	

EXECUTED as a DEED
by **HEIDRICK &**
STRUGGLES (UK) LIMITED

acting by:

)
)
)
)
)
/s/ Catherine Baderman
Catherine Baderman, Director

/s/ Stephen W. Beard
Stephen W. Beard, Director and secretary

EXECUTED as a DEED
by **HEIDRICK &**
STRUGGLES
INTERNATIONAL, INC.

acting by:

)
)
)
)
)
/s/ Tracy Wolstencroft
Tracy Wolstencroft, Chief Executive Officer

Witness:

/s/ Kelly Martin
Kelly Martin
1114 Avenue of the Americas, 24th floor,
New York, NY 10036
Executive Assistant

EXECUTED as a DEED
by **TAMMY ANN**
MITCHELL-FISHER
in the presence of:

)
)
)
)
)

Witness signature:

/s/ Tammy Ann Mitchell-Fisher
/s/ Emma de Beer

Witness name:

Emma de Beer

Witness address:

Address intentionally Omitted

Witness occupation:

Executive Assistant

EXECUTED as a DEED
by **CATHERINE**
ELIZABETH POWELL
in the presence of:

)
)
)
)
)
/s/ Catherine Elizabeth Powell

Witness signature:

/s/ Joanna Thomson

Witness name:

Joanna Thomson

Witness address:

Address intentionally Omitted

Witness occupation:

Executive Assistant

EXECUTED as a DEED)
by **COLIN PRICE**)
in the presence of:)
) /s/ Colin Price
Witness signature:) _____
) /s/ Heidi Fuller
Witness name: Heidi Fuller
Witness address: Address intentionally Omitted
Witness occupation: EA to Colin Price

EXECUTED as a DEED)
by **SHARON LEE TOYE**)
)
)
)
in the presence of:)
) /s/ Sharon Lee Toye
Witness signature:) _____
) /s/ Rochelle Darby
Witness name: Rochelle Darby
Witness address: Address intentionally Omitted
Witness occupation: Executive Assitant