

**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): **November 21, 2022**

Hawks Acquisition Corp

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40888
(Commission
File Number)

86-1273146
(I.R.S. Employer
Identification No.)

600 Lexington Avenue, 9th Floor
New York, NY 10022
(Address of principal executive offices, including zip code)

(212) 542-4540
(Registrant's telephone number, including area code)

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:

- Written communication 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Units, each consisting of one share of Class A common stock and one-half of one redeemable public warrant	HWKZ.U	New York Stock Exchange
Class A common stock, par value \$0.0001 per share	HWKZ	New York Stock Exchange
Public warrants, each whole public warrant exercisable for one share of Class A common stock at an exercise price of \$11.50 per share	HWKZ WS	New York Stock Exchange

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

On November 21, 2022, Hawks Acquisition Corp (the "Company") entered into a retention bonus agreement (the "Retention Agreement") with Lois Mannon, the Chief Financial Officer of the Company, granting a retention incentive award of \$150,000 (the "Retention Bonus") to Ms. Mannon, subject to the terms and conditions of the Retention Agreement. Per the terms of the Retention Agreement, Ms. Mannon will be eligible to receive the Retention Bonus if she remains continuously engaged with the Company through the fiscal year ending December 31, 2022 or upon the completion of the Company's Annual Report on Form 10-K for the fiscal year ending December 31, 2022 (the "Form 10-K"), whichever date is later. The Retention Bonus is subject to a clawback if Ms. Mannon resigns prior to the later of (i) the Company's consummation of an initial business combination or (ii) the redemption of 100% of the public shares at the end of the Completion Window (as defined in the Company's Amended and Restated Certificate of Incorporation).

The foregoing description of the terms of the Retention Agreement is qualified in its entirety by the terms of the Retention Agreement, a copy of which is attached as exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit**Description**

10.1 [Retention Agreement, dated as of November 21, 2022, by and between Hawks Acquisition Corp and Lois Mannon.](#)
104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HAWKS ACQUISITION CORP

Date: November 23, 2022

By: /s/ J. Carney Hawks
Name: J. Carney Hawks
Title: Chief Executive Officer

Lois Mannon
 c/o Hawks Acquisition Corp
 600 Lexington Avenue
 9th Floor
 New York, NY 10022

November 21, 2022

Dear Lois Mannon,

We are pleased to offer you an incentive to continue to remain engaged with Hawks Acquisition Corp (the "Company") through the period of time for the Company to (a) consummate an initial business combination or (b) redeem 100% of the public shares at the end of the Completion Window (as defined in the Company's Amended and Restated Certificate of Incorporation). We are offering you the bonus opportunity described in this letter agreement (this "Agreement") because we recognize your importance to our business.

1. Retention Bonus. If you remain continuously engaged with the Company through the fiscal year ending on December 31, 2022 or the completion of the Company's 2022 10-K, whichever date is later (the "Vesting Date"), you will be eligible to receive a one-time bonus of \$150,000.00 in cash (the "Retention Bonus"), payable in a lump sum within 14 days after the Vesting Date.

Receipt of any Retention Bonus shall be further conditioned on your continued compliance in all material respects with the terms and conditions of this Agreement and any other agreements entered into with the Company or its affiliates (including, without limitation, any restrictive covenants contained therein). This Agreement is non-exclusive. Your services rendered to the Company in connection with this Agreement are in the capacity of an independent contractor, therefore you are responsible for payment of any applicable taxes in relation to the Retention Bonus.

2. Clawback. The Retention Bonus is subject to a clawback if you resign prior to the later of (i) the Company's consummation of an initial business combination or (ii) the redemption of 100% of the public shares at the end of the Completion Window.
3. Acknowledgments. You acknowledge and agree that (i) this Agreement and your payments and benefits hereunder are confidential and may not be disclosed by you to anyone, even after the payment dates, except to your immediate family and legal and financial advisors, each of whom shall agree to keep such information confidential, or as required by law, (ii) your engagement remains at-will (and, for the avoidance of doubt, your entitlement to payments or benefits upon termination, if any, will be mutually agreed between the parties hereto, (iii) the payments and benefits hereunder shall not be taken into account in determining any other compensation or benefits, (iv) if all or any portion of the payments and benefits hereunder could be considered a "parachute payment" under Section 280G of the Internal Revenue Code of 1986 (the "Code"), the Treasury Regulations thereunder or otherwise, receipt of such payments and benefits shall be contingent upon stockholder approval in the manner provided in Section 280G(b)(5)(B) of the Code, (v) this Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter (whether written or oral), (vi) this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflict of laws, and (vii) each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of or relating to this Agreement.

[Signature page follows]

As you know, your efforts over the coming months will make a difference in the success of the transition period. We thank you in advance for your efforts, continuing dedication and commitment to the business of the Company.

Sincerely,

Hawks Acquisition Corp

/s/ J. Carney Hawks

By: J. Carney Hawks
 Title: Chief Executive Officer

I have read and agree to the terms of the above letter agreement.

Lois A. Mannon
 Name

11/21/2022
 Date
