

**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): **April 13, 2023 (April 12, 2023)**

**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 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 Symbol(s)	Name of each exchange on which registered
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	OTC

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.**

Hawks Sponsor LLC (the "Sponsor") agreed to make monthly deposits directly to the trust account (the "Trust Account") of Hawks Acquisition Corp (the "Company") in the amount of \$0.03 for each outstanding share of Class A Common Stock (which shall not include shares of the Company's Class A common stock, par value \$0.0001 per share (the "Class A Common Stock") that have been converted from shares of the Company's Class B common stock, par value \$0.0001 per share (the "Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock")), with each such monthly advance not exceeding \$125,000 in the aggregate (each deposit, a "Contribution") on the terms described below. Such Contributions will be made pursuant to an unsecured promissory note (the "Promissory Note") issued by the Company to the Sponsor.

The Contributions will be paid monthly on or prior to the thirteenth day of each month (or if such thirteenth day is not a business day, on the business day immediately preceding such thirteenth day) beginning on April 13, 2023 until the earliest to occur of (i) the consummation of an initial business combination, (ii) November 13, 2023 and (iii) if a business combination is not consummated, the date of liquidation of the Trust Account, as determined in the sole discretion of the Company's board of directors (the "Board"). The Contribution with respect to April 13, 2023 has been completed. The Promissory Note will mature on the earlier of (1) the date the Company consummates a business combination and (2) the date that the winding up of the Company is effective (such date, the "Maturity Date"). The Promissory Note will accrue interest at the short-term applicable federal rate and will be repayable by the Company to the Sponsor upon the Maturity Date. The Maturity Date may be accelerated upon the occurrence of an "Event of Default" (as defined in the Promissory Note). Any outstanding principal under the Promissory Note may be prepaid at any time by the Company, at its election and without penalty.

The foregoing description of the Promissory Note does not purport to be complete and is qualified in its entirety by the terms and conditions of the Promissory Note, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information disclosed under Item 1.01 of this Current Report on Form 8-K (this “Current Report”) is incorporated by reference into this Item 2.03 to the extent required herein.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

At the special meeting of the stockholders of Company held on April 6, 2023 (the “Special Meeting”), stockholders of the Company (the “Stockholders”) approved (i) an amendment to the Certificate of Incorporation to extend the date by which the Company has to consummate a business combination from April 13, 2023 to December 13, 2023 (or such earlier date as determined by the Board) (the “First Charter Amendment”) and (ii) an amendment to the Certificate of Incorporation to provide for the right of a holder of Class B Common Stock to convert their shares of Class B Common Stock into shares of Class A Common Stock on a one-to-one basis at the election of the holder and to provide that the provision in the Certificate of Incorporation granting holders of shares of Class B Common Stock the exclusive right to elect and remove any director shall no longer apply when there are no shares of Class B Common Stock outstanding (the “Second Charter Amendment”).

The Company filed the First Charter Amendment and the Second Charter Amendment with the Secretary of State of the State of Delaware on April 12, 2023. The foregoing descriptions of the First Charter Amendment and the Second Charter Amendment do not purport to be complete and are qualified in their entirety by reference to Exhibit 3.1 and Exhibit 3.2, respectively, which are incorporated herein by reference.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

Exhibit No.	Description of Exhibit
3.1	<a href="#">First Amendment to the Company’s Amended and Restated Certificate of Incorporation</a>
3.2	<a href="#">Second Amendment to the Company’s Amended and Restated Certificate of Incorporation</a>
10.1	<a href="#">Promissory Note, dated as of April 12, 2023, by and between Hawks Acquisition Corp and Hawks Sponsor LLC.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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: April 13, 2023

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

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
HAWKS ACQUISITION CORP**

**Pursuant to Section 242 of the  
Delaware General Corporation Law**

1. The undersigned, being a duly authorized officer of HAWKS ACQUISITION CORP (the "Corporation"), a corporation existing under the laws of the State of Delaware, does hereby certify as follows:
2. The name of the Corporation is Hawks Acquisition Corp.
3. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on January 4, 2021, and an Amended and Restated Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on October 8, 2021.
4. This Amendment to the Amended and Restated Certificate of Incorporation amends the Amended and Restated Certificate of Incorporation of the Corporation.
5. This Amendment to the Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "DGCL").
6. The text of Section 4.3(a)(iii) of Article IV is hereby amended and restated to read in full as follows:

Except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation) at any annual or special meeting of the stockholders of the Corporation, prior to the earlier of the closing of the initial Business Combination or the date there are no shares of Class B Common Stock outstanding, the holders of Class B Common Stock, voting together as a single class, shall have the exclusive right to elect and remove any director and the holders of Class A Common Stock shall have no right to vote on the election or removal of any director. The provisions described in the foregoing sentence may only be amended by a majority of the Class B Common Stock then outstanding. Notwithstanding the foregoing, except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation), holders of shares of any series of Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock or other series of Common Stock if the holders of such affected series of Preferred Stock or Common Stock, as applicable, are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate (including any Preferred Stock Designation) or the DGCL.

7. The text of Section 4.3(b)(i) of Article IV is hereby amended and restated to read in full as follows:

Shares of Class B Common Stock shall be convertible into shares of Class A Common Stock on a one-for-one basis (the "Initial Conversion Ratio") (A) at any time at the election of each holder of such shares of Class B Common Stock and (B) automatically on the closing of the Business Combination.

IN WITNESS WHEREOF, I have signed this Amendment to the Amended and Restated Certificate of Incorporation this 11 day of April, 2023.

HAWKS ACQUISITION CORP

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

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
HAWKS ACQUISITION CORP**

**Pursuant to Section 242 of the  
Delaware General Corporation Law**

1. The undersigned, being a duly authorized officer of HAWKS ACQUISITION CORP (the "Corporation"), a corporation existing under the laws of the State of Delaware, does hereby certify as follows:
2. The name of the Corporation is Hawks Acquisition Corp.
3. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on January 4, 2021, and an Amended and Restated Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on October 8, 2021.
4. This Amendment to the Amended and Restated Certificate of Incorporation amends the Amended and Restated Certificate of Incorporation of the Corporation.
5. This Amendment to the Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "DGCL").
6. The text of Section 9.1(b) of Article IX is hereby amended and restated to read in full as follows:

Immediately after the Offering, a certain amount of the net offering proceeds received by the Corporation in the Offering (including the proceeds of any exercise of the underwriters' over-allotment option) and certain other amounts specified in the Corporation's registration statement on Form S-1, as initially filed with the U.S. Securities and Exchange Commission (the "SEC") on January 8, 2021, as amended (the "Registration Statement"), shall be deposited in a trust account (the "Trust Account"), established for the benefit of the Public Stockholders (as defined below) pursuant to a trust agreement described in the Registration Statement. Except for the amounts withdrawn to fund the Corporation's working capital requirements, to the extent set forth in the Registration Statement, and/or to pay the Corporation's taxes ("Permitted Withdrawals"), none of the funds held in the Trust Account (including the interest earned on the funds held in the Trust Account) will be released from the Trust Account until the earliest to occur of (i) the completion of the initial Business Combination, (ii) the redemption of 100% of the Offering Shares (as defined below) if the Corporation is unable to complete its initial Business Combination by December 13, 2023 (or such earlier date as determined by the Board) (the "Completion Window") or (iii) the redemption of shares in connection with a vote seeking to amend any provisions of this Amended and Restated Certificate as described in Section 9.7. Holders of shares of the Common Stock included as part of the units sold in the Offering (the "Offering Shares") (whether such Offering Shares were purchased in the Offering or in the secondary market following the Offering and whether or not such holders are affiliates or officers or directors of the Corporation, or affiliates of any of the foregoing) are referred to herein as "Public Stockholders."

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IN WITNESS WHEREOF, I have signed this Amendment to the Amended and Restated Certificate of Incorporation this 11 day of April, 2023.

HAWKS ACQUISITION CORP

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

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THIS PROMISSORY NOTE ("NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

### PROMISSORY NOTE

Principal Amount: Up to \$1,000,000

Dated as of April 12, 2023  
New York, New York

Hawks Acquisition Corp, a Delaware corporation and blank check company ("Maker"), promises to pay to the order of Hawks Sponsor LLC or its registered assigns or successors in interest ("Payee"), or order, the unpaid Principal Amount (as defined herein) of up to One Million Dollars (\$1,000,000) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by check or wire transfer of immediately available funds or as otherwise determined by Maker to such account as Payee may from time to time designate by written notice in accordance with the provisions of this Note.

1. **Principal.** The entire unpaid principal balance under this Note shall be due and payable in full on the earlier of (i) the date on which Maker consummates its initial merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination (the "Business Combination") and (ii) the date that the winding up of Maker is effective (such date, the "Maturity Date"), unless accelerated upon the occurrence of an Event of Default (as defined below). Any outstanding unpaid Principal Amount under this Note may be prepaid at any time by Maker, at its election and without penalty. Under no circumstances shall any individual, including, but not limited to, any officer, director, employee or shareholder of Maker, be obligated personally for any obligations or liabilities of Maker hereunder.

2. **Interest.** Interest shall accrue on the unpaid Principal Amount of this Note per annum at the short-term applicable federal rate.

3. **Drawdowns; Register.** On or prior to April 13, 2023, and thereafter on the thirteenth day of each month (or if such thirteenth day is not a business day, on the business day immediately preceding such thirteenth day) until the earliest to occur of: (i) November 13, 2023; (ii) the consummation of the Business Combination; and (iii) if the Business Combination is not consummated, the date of the liquidation of Maker's Trust Account (as defined in Maker's Certificate of Incorporation), as determined in the sole discretion of Maker's board of directors, Payee shall advance directly to the Trust Account \$0.03 for each outstanding share of Class A common stock of Maker, par value \$0.0001 per share (the "Class A Common Stock") (which shall not include shares of Class A Common Stock that have been converted from shares of Class

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B common Stock of Maker, par value \$0.0001 per share), with each such monthly advance not exceeding \$125,000 in the aggregate (each, an "Advance" and the sum of all Advances, the "Principal Amount"). Maker shall maintain a register reflecting each Advance and any prepayment of all or a portion of the Principal Amount outstanding under this Note for purposes of recording the aggregate unpaid Principal Amount of this Note outstanding at any time.

4. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney's fees, then to the payment in full of any late charges and finally to the reduction of the unpaid Principal Amount of this Note.

5. **Events of Default.** The following shall constitute an event of default ("Event of Default"):

(a) **Failure to Make Required Payments.** Failure by Maker to pay the unpaid Principal Amount due pursuant to this Note within five (5) business days of the Maturity Date.

(b) **Voluntary Bankruptcy, Etc.** The commencement by Maker of a voluntary case under any applicable bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) **Involuntary Bankruptcy, Etc.** The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

6. **Remedies.**

(a) Upon the occurrence of an Event of Default specified in Section 5(a) hereof, Payee may, by written notice to Maker, declare this Note to be due and payable, whereupon the unpaid Principal Amount of this Note, and all other amounts payable hereunder, shall become immediately due and payable (to the extent of working capital available to Maker and unless otherwise satisfied) without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 5(b) and 5(c), the unpaid Principal Amount of, and all other sums payable with regard to, this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

7. **Waivers.** Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to this Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof or any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

8. **Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any

indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.

9. **Notices.** All notices, statements or other documents which are required or contemplated by this Note shall be made in writing and delivered: (i) personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party or (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

10. **Construction.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF DELAWARE, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF.

11. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Trust Waiver.** Notwithstanding anything herein to the contrary, Payee hereby waives any and all right, title, interest or claim of any kind ("Claim") in or to any distribution of or from the Trust Account, and hereby agrees not to seek recourse,

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reimbursement, payment or satisfaction for any Claim against the Trust Account for any reason whatsoever.

13. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of Maker and Payee.

14. **Assignment.** No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void. This Note shall be binding upon and benefit the permitted successors and permitted assigns of a party hereto.

[Signature page follows]

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IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the day and year first above written.

HAWKS ACQUISITION CORP

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

Accepted and agreed,

HAWKS SPONSOR LLC

By: Hawks Acquisition Founders Company LLC,  
its managing member

By: JC Hawks & Co LLC,  
its managing member

By: /s/ J. Carney Hawks  
Name: J. Carney Hawks  
Title: Managing Member

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