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): June 22, 2020

LEO HOLDINGS CORP.
(Exact Name of Registrant as Specified in Charter)

Cayman Islands	**001-38393**	**98-1399727**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

21 Grosvenor Place London	**SW1X 7HF**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's telephone number, including area code: +44 20 7201 2200

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 Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A ordinary share, $0.0001 par value, and one-half of one redeemable warrant	**LHC.U**	**New York Stock Exchange**
Class A ordinary shares included as part of the units	**LHC**	**New York Stock Exchange**
Warrants included as part of the units, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50	**LHC 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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

Concurrent with the execution of the Business Combination Agreement, dated April 23, 2020, by and among Leo Holdings Corp. ("*Leo*"), Digital Media Solutions Holdings, LLC ("*DMS*"), CEP V DMS US Blocker Company, a Delaware corporation, Prism Data, LLC, a Delaware limited liability company, CEP V-A DMS AIV Limited Partnership, a Delaware limited partnership, Clairvest Equity Partners V Limited Partnership, an Ontario, Canada limited partnership, CEP V Co-Investment Limited Partnership, a Manitoba, Canada limited partnership, Clairvest GP Manageco Inc., an Ontario corporation as a Seller Representative, and, solely for the limited purposes set forth therein, Leo Investors Limited Partnership, a Cayman limited partnership ("*Sponsor*") (the "*Business Combination Agreement*"), Sponsor, Leo and certain holders of Class B ordinary shares of Leo entered into a Sponsor Shares and Warrant Surrender Agreement (the "*Surrender Agreement*"). On June 22, 2020, the Surrender Agreement was amended and restated (the "*Amended and Restated Surrender Agreement*") in connection with the transfer of a number of Class B ordinary shares of Leo, to be determined at the closing of the transactions contemplated by the Business Combination Agreement (the "*Business Combination*"), from the Sponsor to Lion Capital (Guernsey) Bridgeco Limited.

A copy of the Amended and Restated Surrender Agreement is attached as Exhibit 10.1 hereto and is incorporated herein by reference, and the foregoing description of the Amended and Restated Surrender Agreement is qualified in its entirety by reference thereto.

Additional Information

In connection with the Business Combination, Leo has filed with the U.S. Securities and Exchange Commission's ("*SEC*") a Registration Statement on Form S-4 (the "*Registration Statement*"), which includes a preliminary prospectus and preliminary proxy statement. Leo will mail a definitive proxy statement/prospectus and other relevant documents to its shareholders. This communication is not a substitute for the Registration Statement, the definitive proxy statement/prospectus or any other document that Leo will send to its shareholders in connection with the Business Combination. **Investors and security holders of Leo are advised to read, when available, the proxy statement/prospectus in connection with Leo's solicitation of proxies for its extraordinary general meeting of shareholders to be held to approve the Business Combination (and related matters) because the proxy statement/prospectus will contain important information about the Business Combination and the parties to the Business Combination.** The definitive proxy statement/prospectus will be mailed to shareholders of Leo as of a record date to be established for voting on the Business Combination. Shareholders will also be able to obtain copies of the proxy statement/prospectus, without charge, once available, at the SEC's website at www.sec.gov or by directing a request to: Leo Holdings Corp., 21 Grosvenor Place, London SW1X 7HF, United Kingdom.

Participants in the Solicitation

Leo and its directors, executive officers, other members of management, and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of Leo's shareholders in connection with the Business Combination. **Investors and security holders may obtain more detailed information regarding the names and interests in the Business Combination of Leo's directors and officers in Leo's filings with the SEC, including Leo's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, which was filed with the SEC on March 13, 2020, as well as in the Registration Statement, which includes the proxy statement of Leo for the Business Combination.** Shareholders can obtain copies of Leo's filings with the SEC, without charge, at the SEC's website at www.sec.gov.

Forward-Looking Statements

This communication includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Leo's and DMS'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, Leo's and DMS's expectations with respect to future performance and anticipated financial impacts of the proposed Business Combination, the satisfaction of the closing conditions to the Business Combination and the timing of the completion of the Business Combination. 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 Leo's and DMS's control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the occurrence of any event, change or other circumstances that could give rise to the termination of the Business Combination Agreement, (2) the outcome of any legal proceedings that may be instituted against Leo and DMS following the announcement of the Business Combination Agreement and the transactions contemplated therein; (3) the inability to complete the proposed Business Combination, including due to failure to obtain approval of the shareholders of Leo or other conditions to closing in the Business Combination Agreement; (4) the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement or could otherwise cause the Business Combination to fail to close; (5) the amount of redemption requests made by Leo's shareholders; (6) the inability to obtain or maintain the listing of the post-business combination company's common stock on the New York Stock Exchange following the proposed Business Combination; (7) the risk that the proposed Business Combination disrupts current plans and operations as a result of the announcement and consummation of the proposed Business Combination; (8) 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 combined company to grow and manage growth profitably and retain its key employees; (9) costs related to the proposed Business Combination; (10) changes in applicable laws or regulations; (11) the possibility that DMS or the combined company may be adversely affected by other economic, business, and/or competitive factors; and (12) other risks and uncertainties indicated from time to time in the proxy statement relating to the proposed Business Combination, including those under "Risk Factors" in the Registration Statement, and in Leo's other filings with the SEC. Some of these risks and uncertainties may in the future be amplified by the COVID-19 outbreak and there may be additional risks that we consider immaterial or which are unknown. It is not possible to predict or identify all such risks. Leo cautions that the foregoing list of factors is not exclusive. Leo cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. Leo does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements 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 communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the Business Combination or otherwise, nor shall there be any sale, issuance or transfer or securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act and otherwise in accordance with applicable law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Amended and Restated Sponsor Shares and Warrant Surrender Agreement, dated as of June 22, 2020, by and among between Leo Holdings Corp., Leo Investors Limited Partnership and the other parties thereto.

SIGNATURE

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.

Dated: June 22, 2020

LEO HOLDINGS CORP.

By: /s/ Simon Brown
Name: Simon Brown
Title: Secretary

Exhibit 10.1

AMENDED AND RESTATED

SPONSOR SHARES AND WARRANT SURRENDER AGREEMENT

June 22, 2020

Leo Holdings Corp.
21 Grosvenor Place
London, SW1X 7HF
United Kingdom

Re: Surrender of Shares and Warrants

Reference is made to that certain (i) Business Combination Agreement, dated as of April 23, 2020 (as it may be amended, restated or otherwise modified from time to time, the "**Business Combination Agreement**") among Leo Holdings Corp., a Cayman Islands exempted company (the "**Company**"), Digital Media Solutions Holdings, LLC, a Delaware limited liability company ("**DMS**"), CEP V DMS US Blocker Company, a Delaware corporation, Prism Data, LLC, a Delaware limited liability company, CEP V-A DMS AIV Limited Partnership, a Delaware limited partnership, Clairvest Equity Partners V Limited Partnership, an Ontario, Canada limited partnership, CEP V Co-Investment Limited Partnership, a Manitoba, Canada limited partnership, Clairvest GP Manageco Inc., an Ontario corporation as a Seller Representative, and, solely for purposes of Section 1.1, Article VIII, Section 9.5(a) Section 9.14(f), Section 9.14(i), Section 9.24, Article X and Article XI (and any corresponding definitions set forth in Annex I) of the Business Combination Agreement, Leo Investors Limited Partnership, a Cayman limited partnership ("**Sponsor**") and (ii) Sponsor Shares and Warrant Surrender Agreement, dated as of April 23, 2020 (the "**Original Surrender Agreement**"), by and among the Company, Sponsor, Lori Bush ("**Bush**"), Robert Bensoussan ("**Bensoussan**") and Mary Minnick ("**Minnick**" and together with Bush and Bensoussan, the "**Independent Directors**"). The parties hereto desire to amend and restate the Original Surrender Agreement in its entirety as set forth in this letter agreement (this "**Letter Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and conditional upon the Business Combination Agreement being legally binding, and with the consummation of the transactions contemplated by the Business Combination Agreement (other than those contemplated by paragraphs 1 to 3 of this Letter Agreement below) being conditions subsequent to the obligations of the parties to this Letter Agreement, the Sponsor, the Independent Directors and the Company hereby agree that:

1. Immediately prior to, and conditioned upon, the consummation of the Domestication:

(a) the Sponsor shall automatically irrevocably surrender and forfeit to the Company for no consideration, as a contribution to capital, 1,473,000 Class B Shares (as defined below) ("**Sponsor Class B Shares**") and 2,000,000 warrants to purchase Class A ordinary shares of the Company (the "**Forfeited Warrants**");

(b) the Sponsor shall automatically irrevocably surrender and forfeit to the Company for no consideration, as a contribution to capital, an additional number of Class B Shares equal to (i)(A) the quotient of the Aggregate Lion Subscription Amount (as defined below) divided by (B) the Closing Date Market Capitalization multiplied by (ii) 3,437,000 (such number of Class B Shares the "**Additional Sponsor Class B Shares**"). "**Closing Date Market Capitalization**" as used in the foregoing means an amount equal to (1) the total number of issued and outstanding shares of Surviving Company Class A Common Stock on the date of the Closing multiplied by (2) the opening price per share of Surviving Company Class A Common Stock on the date of the Closing. "**Aggregate Lion Subscription Amount**" as used in the foregoing means an amount equal to the sum of the "Aggregate Subscription Amount" as set forth in (x) the Subscription Agreement, dated as of January 31, 2020, by and between the Company and Lion Capital (Guernsey) Bridgeco Limited, as may be amended and (y) the Subscription Agreement, dated as of February 5, 2020, by and between the Company and Lion Capital (Guernsey) Bridgeco Limited, as may be amended.

(c) Bush shall automatically irrevocably surrender and forfeit to the Company for no consideration, as a contribution to capital, 9,000 Class B Shares ("**Bush Class B Shares**");

(d) Bensoussan shall automatically irrevocably surrender and forfeit to the Company for no consideration, as a contribution to capital, 9,000 Class B Shares ("**Bensoussan Class B Shares**");

(e) Minnick shall automatically irrevocably surrender and forfeit to the Company for no consideration, as a contribution to capital, 9,000 Class B Shares ("**Minnick Class B Shares**" and together with the Sponsor Class B Shares, Additional Sponsor Class B Shares, the Bush Class B Shares and the Bensoussan Class B Shares, the "**Forfeited Securities**"); and

(f) the Forfeited Securities and the Forfeited Warrants shall be automatically and immediately cancelled.

2. Immediately following, and conditioned upon the consummation of the transactions described in paragraph 1 above, but prior to the Domestication, the Sponsor and each Independent Director hereby, automatically and without any further action by the Sponsor, the Independent Directors or the Company, irrevocably waives any adjustment to the conversion ratio set forth in Article 17 of the Leo Governing Documents and any rights to other anti-dilution protections with respect to the rate that all of the Class B ordinary shares of the Company ("**Class B Shares**") held by Sponsor and such Independent Director convert into Class A ordinary shares of the Company ("**Class A Shares**") in connection with the PIPE Investment and the transactions contemplated by the Business Combination Agreement.

3. Accordingly, following and conditioned upon the consummation of the transactions described in paragraphs 1 and 2 above, the Company, at any time when, in accordance with Article 17 of the Leo Governing Documents or the Surviving Company Certificate of Incorporation (as defined in the Business Combination Agreement) it issues Class A Shares or Surviving Company Class A Common Stock (as defined in the Business Combination Agreement), as applicable, to holders of Class B Shares, shall not issue to Sponsor or any of the Independent Directors any Class A Shares or Surviving Company Class A Common Stock, as applicable, with respect to their respective Class B Shares at a ratio that is greater than one-for-one.

4. The Sponsor hereby represents and warrants to the Company as of the date hereof as follows:

(i) The Sponsor owns free and clear of all Encumbrances 4,910,000 Class B Shares.

(ii) There are no voting trusts, proxies, partnership or other Contracts with a limited partner or general partner of the Sponsor, investors' rights Contracts, right of first refusal or co-sale Contracts, or registration rights Contracts or other agreements or understandings to which the Sponsor is bound, in each case with respect to voting of any equity interest of the Sponsor.

(iii) The Sponsor has all requisite power and authority to execute and deliver this Letter Agreement and to consummate the transactions contemplated hereby and to perform all of its obligations hereunder. The execution and delivery of this Letter Agreement have been, and the consummation of the transactions contemplated hereby has been, duly authorized by all requisite action by the Sponsor. This Letter Agreement has been duly and validly executed and delivered by the Sponsor and, assuming this Letter Agreement has been duly authorized, executed and delivered by the other parties hereto, this Letter Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the Sponsor enforceable against it in accordance with its terms, subject to the Enforceability Exceptions.

5. Each Independent Director, severally and not jointly, hereby represents and warrants to the Company as of the date hereof as follows:

(i) Each Independent Director owns free and clear of all Encumbrances 30,000 Class B Shares.

(ii) There are no voting trusts, proxies, partnership or other Contracts with another Person, investors' rights Contracts, right of first refusal or co-sale Contracts, or registration rights Contracts or other agreements or understandings to which such Independent Director is bound, in each case with respect to voting of any equity interest of such Independent Director.

(iii) Such Independent Director has all requisite power and authority to execute and deliver this Letter Agreement and to consummate the transactions contemplated hereby and to perform all of his or her obligations hereunder. This Letter Agreement has been duly and validly executed and delivered by such Independent Director and, assuming this Letter Agreement has been duly authorized, executed and delivered by the other parties hereto, this Letter Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of such Independent Director enforceable against him or her in accordance with its terms, subject to the Enforceability Exceptions.

6. Sections 12.3, 12.4, 12.5, 12.6, 12.7, 12.9, 12.10, 12.11 and 12.12 of the Business Combination Agreement are incorporated by reference herein and shall apply hereto *mutatis mutandis*. DMS shall be an express third-party beneficiary to this Letter Agreement, and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto other than with respect to Section 1(b) of this Letter Agreement. This Letter Agreement shall terminate, and have no further force and effect, if the transactions contemplated by the Business Combination Agreement are not consummated or the Business Combination Agreement is validly terminated in accordance with its terms prior to the Closing. This Letter Agreement may be executed in two (2) or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart.

Please indicate your agreement to the terms of this Letter Agreement by signing where indicated below.

LEO INVESTORS LIMITED PARTNERSHIP

By: Leo Investors General Partner Limited
Its: General Partner

By: /s/ Simon Brown
Name: Simon Brown
Title: Director

Please indicate your agreement to the terms of this Letter Agreement by signing where indicated below.

/s/ Lori Bush

Lori Bush

Please indicate your agreement to the terms of this Letter Agreement by signing where indicated below.

/s/ Robert Bensoussan

Robert Bensoussan

Please indicate your agreement to the terms of this Letter Agreement by signing where indicated below.

/s/ Mary Minnick

Mary Minnick

Accepted and Agreed:

LEO HOLDINGS CORP.

By: /s/ Lyndon Lea
Name: Lyndon Lea
Title: Chairman and Chief Executive Officer