

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 7, 2024 (November 5, 2024)

Westrock Coffee Company

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41485

(Commission File Number)

80-0977200

(I.R.S. Employer
Identification No.)

**4009 N. Rodney Parham Road, 4th Floor
Little Rock, AR 72212**

(Address of principal executive offices, including zip code)

(501) 918-9358

(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 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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Shares of common stock, par value \$0.01 per share	WEST	The Nasdaq Stock Market LLC

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.

On November 5, 2024, Westrock Coffee Company, a Delaware corporation (“[Westrock Coffee](#)”), entered into an amendment (the “[Amendment](#)”) to that certain Amended and Restated Investor Rights Agreement, dated June 29, 2023 (as amended or modified, the “[Investor Rights Agreement](#)”), by and among Westrock Coffee and the other parties thereto. Among other things, the Amendment amends the Investor Rights Agreement to provide that the size of the board of directors of Westrock Coffee (the “[Board](#)”) shall, subject to the terms of the Investor Rights Agreement, consist of eleven directors, with five directors being designated by the Nominating and Corporate Governance Committee of the Board. Additionally, HF Capital, LLC has agreed to not exercise its director designation rights (which would result in the Board size being expanded by one director) so long as Mr. Ken Parent is a member of the Board.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached to this current report as Exhibit 4.1 and is incorporated herein by reference.

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

On November 5, 2024, the Board increased its size from ten to eleven directors and appointed Mr. Ken Parent to the resulting vacancy to serve as a Class I director of the Board. Mr. Parent will hold office until the 2026 annual meeting of the Company’s stockholders and until his successor has been elected and qualified, or until his earlier death, resignation or removal. Additionally, Mr. Parent was designated as Vice Chairman of the Board and appointed to the Audit & Finance and Compensation Committees of the Board.

In connection with his appointment to the Board, Mr. Parent will receive a one-time restricted stock grant with a value of \$350,000 that will vest on the date of the 2025 annual meeting of the Company’s stockholders.

As a non-employee member of the Board, Mr. Parent will be compensated in accordance with the Company’s non-employee director compensation program, as disclosed in the Company’s [definitive proxy statement on Schedule 14A filed by the Company with the Securities and Exchange Commission on April 25, 2024](#), which such description is incorporated herein by reference. Additionally, in connection with his role as Vice Chairman, commencing with the 2025 annual meeting of the Company’s stockholders. Mr. Parent will also be entitled to receive an additional annual equity grant of time-based restricted stock units pursuant to the Westrock Coffee Company 2022 Equity Incentive Plan with a value of \$260,000 that will vest on the one year anniversary of each grant date.

There are no arrangements or understandings between Mr. Parent and any other person pursuant to which Mr. Parent was selected as a director and no transactions between Mr. Parent and the Company requiring disclosure under Item 404(a) of Regulation S-K.

The Company entered into an indemnification agreement with Mr. Parent in a form generally consistent with the indemnification agreements entered into with the Company’s other directors. The foregoing description of the indemnification agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Form of Indemnification Agreement, which is included as Exhibit 10.1 to this Current Report and the terms of which is incorporated into this Item 5.02 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	First Amendment, dated November 5, 2024, to the Amended and Restated Investor Rights Agreement, dated as of June 29, 2023, by and among Westrock Coffee Company, Westrock Group, LLC, BBH Capital Partners V, L.P., BBH Capital Partners V-A, L.P., BBH CPV WCC Co-Investment LLC, 2023-2 R Brad Martin Grantor Retained Annuity Trust, R. Brad Martin and HF Direct Investments Pool, LLC
10.1	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.6 to the Registration Statement of Westrock Coffee Company on Form S-4 (File No. 333-264464))
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Date: November 7, 2024

WESTROCK COFFEE COMPANY

By: /s/ Robert P. McKinney

Name: Robert P. McKinney

Title: Chief Legal Officer and Corporate Secretary

FIRST AMENDMENT TO THE AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

This First Amendment to the Amended and Restated Investor Rights Agreement (this "Amendment") is made and entered into as of November 5, 2024, by and among (i) Westrock Coffee Company, a Delaware corporation, (ii) Westrock Group, LLC (on behalf of itself and The Stephens Group, LLC and Sowell Westrock, L.P., as the Investor Designator for the WCC Investors), (iii) BBH Capital Partners V, L.P., BBH Capital Partners V-A, L.P., and BBH CPV WCC Co-Investment LLC, (iv) 2023-2 R Brad Martin Grantor Retained Annuity Trust and R. Brad Martin, and (v) HF Direct Investments Pool, LLC (collectively, the "Parties", and each a "Party"), and amends that certain Amended and Restated Investor Rights Agreement, dated as of June 29, 2023, by and among the Parties (the "Agreement"). Capitalized terms not otherwise defined in this Amendment shall have the respective meanings set forth in the Agreement.

WITNESSETH:

WHEREAS, the Parties desire to enter into this Amendment to amend the Agreement, pursuant to Section 19 of the Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Amendment and the Agreement, the Parties, each intending to be legally bound, agree as follows:

1. Amendment.

(a) Section 2(e) of the Agreement shall be deleted and replaced in its entirety as set forth below:

(e) Board Size; Appointment of Remaining Directors. The Board shall consist of eleven (11) directors, provided that (x) the Board may increase or decrease the size of the Board above or below such number with the prior written consent of each Investor Designator, if any, that at the time of such increase or decrease has the right to designate at least one (1) director pursuant to Section 2(a), Section 2(b), Section 2(c) or Section 2(d), as applicable, (y) the size of the Board shall be adjusted in accordance with Section 2(j), and (z) the size of the Board shall be increased by one (1) director if the HF Majority exercises its right to designate a director pursuant to Section 2(d). Any directors for the Board seats not designated pursuant to Section 2(a), Section 2(b), Section 2(c) or Section 2(d) and any replacement or nominees for such seats shall be designated by the Nominating and Corporate Governance Committee of the Board, provided that each such nominee must satisfy the Independence Requirement. If an Investor Designator elects not to fill a board seat to which it is entitled, the Corporation shall take such actions as are reasonably necessary to reduce the size of the Board until such time as such Investor Designator determines to fill such seat at which time, the Corporation shall take such actions as are reasonably necessary to correspondingly increase the size of the Board. For so long as the restrictions set forth in Section 4 apply with respect to an Investor, such Investor and its Affiliates shall not be entitled to designate any directors other than pursuant to Section 2(a), Section 2(b), Section 2(c) or Section 2(d), as applicable.

(b) The last sentence of Section 2(j) of the Agreement shall be deleted and replaced by the following sentence:

Once an Investor Designator loses the right to designate one (1) or two (2) directors, it shall no longer have the right to designate such number of directors pursuant to this Section 2 and once such an Investor Director no longer serves as a director on the Board, the size of the Board shall be correspondingly reduced.

2. Nomination of Directors by HF Investors. The HF Majority may not exercise the right to nominate a director pursuant to Section 2(d) of the Agreement so long as Mr. Ken Parent is serving as a director on the Board pursuant to Section 2(e) of the Agreement.

3. Effectiveness; Waiver. This Amendment shall be effective as of the date first written above following the execution of this Amendment by the Parties. Any reference in the Agreement to “this Agreement” shall hereafter be deemed to refer to the Agreement as amended by this Amendment. The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Parties under the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

4. Other Miscellaneous Terms. Sections 13, 14, 15, 17, 18, 19, 20, 21 and 22 of the Agreement shall apply to this Amendment, *mutatis mutandis*.

5. Full Force and Effect. Except as specifically amended herein, the Parties hereby acknowledge and agree that all of the terms and provisions set forth in the Agreement remain in full force and effect in all respects.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

WESTROCK COFFEE COMPANY

By: /s/ T. Christopher Pledger

Name: T. Christopher Pledger

Title: Chief Financial Officer

[Signature Page to Amendment to A&R IRA]

WESTROCK GROUP, LLC

By: /s/ Scott Ford

Name: Scott Ford

Title: CEO & Co-founder

[Signature Page to Amendment to A&R IRA]

BBH CAPITAL PARTNERS V, L.P.

By : BBH Private Capital Management V, LLC,
General Partner of BBH Capital Partners V, L.P.

By: /s/ Jeffrey B. Meskin

Name: Jeffrey B. Meskin

Title: Partner of BBH & Co.,
Managing Member of BBH
Private Capital Management V, LLC

BBH CAPITAL PARTNERS V-A, L.P.

By: BBH Private Capital Management V, LLC,
General Partner of BBH Capital Partners V-A, L.P.

By: /s/ Jeffrey B. Meskin

Name: Jeffrey B. Meskin

Title: Partner of BBH & Co.,
Managing Member of BBH
Private Capital Management V, LLC

[Signature Page to Amendment to A&R IRA]

BBH CPV WCC CO-INVESTMENT LLC

By : BBH Private Capital Management V, LLC,
General Partner of BBH CPV WCC Co-Investment LLC

By: /s/ Jeffrey B. Meskin

Name: Jeffrey B. Meskin

Title: Partner of BBH & Co.,
Managing Member of BBH
Private Capital Management V, LLC

[Signature Page to Amendment to A&R IRA]

2023-2 R BRAD MARTIN GRANTOR RETAINED ANNUITY TRUST

By: /s/ R. Brad Martin

Name: R. Brad Martin

Title: Trustee

R BRAD MARTIN

By: /s/ R. Brad Martin

Name: R. Brad Martin

[Signature Page to Amendment to A&R IRA]

HF DIRECT INVESTMENTS POOL, LLC

By: HF CAPITAL, LLC
ITS: MANAGING MEMBER

By: /s/ Andrew Seamons
Name: Andrew Seamons
Title: Chief Investment Officer

[Signature Page to Amendment to A&R IRA]
