
**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, 2019

ANIXTER INTERNATIONAL INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-1658138
(I.R.S. Employer
Identification No.)

Commission File Number: 001-10212

**2301 Patriot Blvd.
Glenview, IL 60026
(224) 521-8000**
(Address and telephone number of principal executive offices)

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:

| <u>Title of each class</u> | <u>Trading Symbol</u> | <u>Name of each exchange on which registered</u> |
|-----------------------------|-----------------------|--|
| Common stock, \$1 par value | AXE | 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 1.01 Entry into a Material Definitive Agreement.

On November 21, 2019, Anixter International Inc., a Delaware corporation (the “Company”), entered into an amendment (the “Amendment”) to the Agreement and Plan of Merger, dated as of October 30, 2019 (the “Original Agreement” and the Original Agreement, as amended by the Amendment, the “Merger Agreement”), with CD&R Arrow Parent, LLC, a Delaware limited liability company (“Parent”), and CD&R Arrow Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent (“Merger Sub”).

Pursuant to the Merger Agreement, holders of Company common stock will receive merger consideration of \$82.50 per share of Company common stock, par value \$1.00, in cash, without interest, an increase of \$1.50 per share above the previous merger consideration of \$81.00 per share, in cash, without interest.

Pursuant to the Merger Agreement, the “go-shop” period will now expire at 9:00 a.m. Eastern Time on November 24, 2019, instead of 11:59 p.m. Eastern Time on the fortieth (40th) day following the date of the Original Agreement, such day being December 9, 2019. If there are any Excluded Parties (as defined in the Merger Agreement), there will be an extended “go-shop” negotiation period of an additional five (5) calendar days following the “go-shop” period.

The Merger Agreement also provides that the termination fee payable by the Company will be \$100,000,000 in certain circumstances; such termination fee will be reduced to \$60,000,000 either (i) if the Merger Agreement is terminated during the “go-shop” period to enter into a Superior Company Proposal (as defined in the Merger Agreement) or (ii) the Merger Agreement is terminated prior to the expiration of the extended “go-shop” negotiation period in connection with a Superior Company Proposal from an Excluded Party.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Amendment, which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

| Exhibit No. | Description |
|-------------|---|
| 2.1 | Amendment No. 1 to Agreement and Plan of Merger, dated as of November 21, 2019, by and among CD&R Arrow Parent, LLC, CD&R Arrow Merger Sub, Inc. and Anixter International Inc. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains “forward-looking statements” as defined in the U.S. Private Securities Litigation Reform Act of 1995. The reader is cautioned not to rely on these forward-looking statements. These statements are based on current expectations of future events and these include statements using the words such as will and expected, and similar statements. If underlying assumptions prove inaccurate or known or unknown risks or uncertainties materialize, actual results could vary materially from the expectations of the Company. Risks and uncertainties include, but are not limited to: (i) the risk that the transaction may not be completed in a timely manner or at all, which may adversely affect the Company’s business and the price of its common stock, (ii) the failure to satisfy the conditions to the consummation of the transaction, including the adoption of the Merger Agreement by the stockholders of the Company, and the receipt of certain governmental and regulatory approvals, (iii) the failure of Parent and Merger Sub to obtain the necessary financing pursuant to the arrangements set forth in the commitment letters delivered pursuant to the Merger Agreement or otherwise, (iv) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, (v) the effect of the announcement or pendency of the transaction on the Company’s business relationships, operating results, and business generally, (vi) risks that the proposed transaction disrupts the Company’s current plans and operations and potential difficulties in the Company’s employee retention as a result of the transaction, (vii) risks related to diverting management’s attention from the Company’s ongoing business operations, and (viii) the outcome of any legal proceedings that may be instituted against the Company or Parent or Merger Sub related to the Merger Agreement or the transaction contemplated thereby. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties that affect the businesses of the Company described in the “Risk Factors” section of the Company’s Annual Report on Form 10-K for the year ended December 28, 2018, filed with the SEC on February 21, 2019, and other documents filed from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Copies of these filings are available online at investors.anixter.com/financials/sec-filings. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and does not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. The Company does not give any assurance that it will achieve its expectations.

Additional Information and Where to Find It.

In connection with the proposed transaction, the Company will be filing with the SEC a proxy statement (the “proxy statement”) and mail the proxy statement to its stockholders. INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THE PROXY STATEMENT WHEN IT BECOMES AVAILABLE, AND OTHER RELEVANT DOCUMENTS, AND ANY RELATED AMENDMENTS OR SUPPLEMENTS, FILED WITH THE SEC CAREFULLY BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, THE PROPOSED TRANSACTION AND RELATED MATTERS. Investors and security holders may obtain free copies of the proxy statement and other documents (when available) that the Company files with the SEC through the website maintained by the SEC at www.sec.gov. Copies of the documents filed with the SEC by the Company will be available free of charge on the Company’s website at investors.anixter.com/financials/sec-filings or by contacting the Company’s Investor Relations Department at kevin.burns@anixter.com.

The Company and certain of its directors, executive officers and employees may be considered participants in the solicitation of proxies in connection with the proposed transaction. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the shareholders of the Company in connection with the transaction, including a description of their respective direct or indirect interests, by security holdings or otherwise, will be included in the Proxy Statement described above when it is filed with the SEC. Additional information regarding the Company’s directors and executive officers is also included in the Company’s proxy statement for its 2019 Annual Meeting of Stockholders, which was filed with the SEC on April 18, 2019. If the holdings of the Company’s securities change from the amounts provided in the proxy statement for its 2019 Annual Meeting of Stockholders, or from the amounts provided in the Proxy Statement, such changes will be set forth in SEC filings on Forms 3, 4 and 5. These documents are available free of charge as described above.

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, thereunto duly authorized.

ANIXTER INTERNATIONAL INC.

November 22, 2019

By: /s/ Theodore A. Dosch
Theodore A. Dosch
Executive Vice President - Finance
and Chief Financial Officer

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

This **AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER** (this “Amendment”), dated as of November 21, 2019, is entered into by and among CD&R Arrow Parent, LLC, a Delaware limited liability company (“Parent”), CD&R Arrow Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“Merger Sub”), and Anixter International Inc., a Delaware corporation (the “Company”). Each of the parties to this Amendment is individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Parent, Merger Sub and the Company entered into that certain Agreement and Plan of Merger dated as of October 30, 2019 (the “Merger Agreement”);

WHEREAS, pursuant to Section 8.03 of the Merger Agreement, at any time prior to the Effective Time, the Merger Agreement may be amended or modified by written agreement of, Parent, Merger Sub and the Company;

WHEREAS, in accordance with Section 8.03 of the Merger Agreement, the Parties wish to amend the Merger Agreement as set forth in this Amendment; and

WHEREAS, in connection with the execution of this Amendment, and with the consent of the Company pursuant to Section 6.09(c) of the Merger Agreement, Parent and Clayton, Dubilier & Rice Fund X, L.P. have executed an amendment and restatement, dated the date of this Amendment, of that certain Equity Commitment Letter dated as of October 30, 2019 (such amendment and restatement, the “A&R Equity Commitment Letter”).

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Defined Terms**. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning ascribed to them in the Merger Agreement.
 2. **Amendment to the Merger Agreement**.
 - 2.1 The reference to “\$81.00” in Section 2.01(c)(1) of the Merger Agreement is hereby deleted and replaced with “\$82.50”.
 - 2.2 The words “11:59 p.m. Eastern Time on the fortieth (40th) day following the date of this Agreement (the “No-Shop Period Start Date”))” in the first sentence of Section 5.02(a) of the Merger Agreement are hereby deleted and replaced with the words “9:00 a.m. Eastern Time on November 24, 2019 (the “No-Shop Period Start Date”))”.
 - 2.3 The reference to “\$90,000,000” in the first sentence of Section 6.06(b) of the Merger Agreement is hereby deleted and replaced with “\$100,000,000”.
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- 2.4 The words “(B) before midnight New York City time on the tenth (10th) day after the No-Shop Period Start Date (the “Cut-Off Time”) in connection with a Superior Company Proposal from an Excluded Party, the Company Termination Fee shall instead be an amount equal to \$45,000,000” in Section 6.06(b) of the Merger Agreement are hereby deleted and replaced with the words “(B) before 9:00 a.m. New York City time on the fifth (5th) day after the No-Shop Period Start Date (the “Cut-Off Time”) in connection with a Superior Company Proposal from an Excluded Party, the Company Termination Fee shall instead be an amount equal to \$60,000,000”.
- 2.5 **Equity Commitment Letter.** The references to the “Equity Commitment Letter” in Sections 6.09(a), 6.09(b), 6.09(c), 6.09(d), 9.10(b) and 9.12 of the Merger Agreement are hereby deemed to be references to the “Equity Commitment Letter” as amended and restated by the A&R Equity Commitment Letter.
3. **No Other Change.** The Parties hereby acknowledge and agree that, except as set forth in this Amendment, the terms and provisions of the Merger Agreement shall not be affected hereby and shall continue in full force and effect.
4. **Effect of Amendment.** This Amendment shall form a part of the Merger Agreement for all purposes, and each Party shall be bound hereby. From and after the execution of this Amendment by the Parties, any reference to the Merger Agreement shall be deemed a reference to the Merger Agreement as amended hereby, including for purposes of Section 9.07 of the Merger Agreement.
5. **Miscellaneous.** Sections 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10 and 9.11 of the Merger Agreement shall apply to this Amendment mutatis mutandis.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

CD&R ARROW PARENT, LLC

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President and Secretary

CD&R ARROW MERGER SUB, INC.

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President and Secretary

ANIXTER INTERNATIONAL INC.

By: /s/ Theodore A. Dosch
Name: Theodore A. Dosch
Title: Executive Vice President - Finance
and Chief Executive Officer