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): July 13, 2016

HENNESSY CAPITAL ACQUISITION CORP. II
(Exact name of registrant as specified in its charter)

Delaware	**001-37509**	**47-3913221**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

700 Louisiana Street, Suite 900 Houston, Texas	**77002**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: (713) 300-8242

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))

Item 1.01 Entry Into A Material Definitive Agreement.

Merger Agreement Amendment

On July 13, 2016, Hennessy Capital Acquisition Corp. II, a Delaware corporation ("Hennessy Capital" or the "Company"), HCAC II, Inc., a wholly owned subsidiary of the Company, USI Senior Holdings, Inc. ("USI Parent") and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative, entered into an amendment to the agreement and plan of merger, dated as of April 1, 2016 (as it may be amended, the "Merger Agreement"), by and among the Company, HCAC II, Inc., USI Parent and North American Direct Investment Holdings, LLC (the "Merger Agreement Amendment"), pursuant to which the parties agreed to (among other changes) (i) increase the $22 million cap on Hennessy Capital's transaction expenses to $24 million (subject to certain exceptions), (ii) add flexibility to increase the maximum amount of the anticipated acquisition debt financing from $100.0 million to $105.0 million, and (iii) give USI Parent stockholders a customary "demand" registration right for an underwritten secondary offering to sell the shares of Hennessy Capital common stock the existing USI Parent stockholders will receive in the Business Combination (as defined below). In addition, if the amount remaining in Hennessy Capital's trust account following redemptions is less than $50 million, Hennessy Capital Partners II LLC, the Company's sponsor (the "Sponsor"), will deposit a specified number of its shares of Company common stock into an escrow account to be payable to existing stockholders of USI Parent in the event the last sale price of the Company's common stock does not exceed $10.00 for any 20 trading days within any 30-trading day period during the 180-day period following the consummation of the Business Combination.

This summary is qualified by reference to the text of the Merger Agreement Amendment filed with this Current Report on Form 8-K as Exhibit 2.1 and which is incorporated by reference herein.

Sponsor Warrant Exchange Letter Agreement

On July 13, 2016, the Company entered into a Sponsor Warrant Exchange Letter Agreement with the Sponsor (the "Sponsor Warrant Exchange Agreement"), which provides for the exchange on an 8.5 for one basis of the 15,080,756 outstanding warrants issued to the Sponsor in a private placement that occurred simultaneously with the consummation of Hennessy Capital's initial public offering (the "placement warrants") for 1,774,206 newly issued shares of Hennessy Capital common stock (the "Warrant Exchange Shares"), to be issued by the Company in a private placement immediately prior to the consummation of the Business Combination (the "Sponsor Warrant Exchange").

The Sponsor has agreed that it will not, directly or indirectly, sell, transfer, pledge, encumber, assign or otherwise dispose of any Warrant Exchange Shares or any founder shares (subject, in each case, to customary permitted transfer exceptions) until the earlier of (A) one year after the completion of the Business Combination, or earlier if, subsequent to the Business Combination, the last sale price of the Company's common stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Business Combination or (B) the date on which the Company completes a liquidation, merger, stock exchange or other similar transaction after the Business Combination that results in all of the Company's stockholders having the right to exchange their shares of common stock for cash, securities or other property.

This summary is qualified by reference to the text of the Sponsor Warrant Exchange Agreement filed with this Current Report on Form 8-K as Exhibit 10.1 and which is incorporated by reference herein.

Item 8.01 Other Events.

On July 13, 2016, the Company issued a press release announcing that it had filed with the Securities and Exchange Commission (the "SEC") a supplement to its definitive proxy statement, dated June 10, 2016 (the "Proxy Supplement") relating to its proposed merger (the "Business Combination") with USI Parent, which, through its subsidiaries, conducts its business under the "USI" name. The Proxy Supplement contains additional information relating to, among other things, (i) the Company's previously announced agreement in principle with funds affiliated with Trilantic Capital Management L.P. (together with its sponsored funds, "Trilantic North America") to purchase up to $200 million of shares of common stock from the Company, (ii) the Sponsor Warrant Exchange and (iii) the removal of the requirement that public stockholders must affirmatively vote for or against the Business Combination in order to redeem their shares for cash. The Proxy Supplement also includes certain new and revised proposals to be considered and voted upon by Hennessy Capital common stockholders at the special meeting of stockholders (the "Special Meeting") to approve the Business Combination , as described therein.

In the press release, the Company also announced t hat it has rescheduled the Special Meeting from July 21, 2016 to July 25, 2016 to align the Special Meeting date with the anticipated closing date of the Business Combination (assuming that all other conditions to the Business Combination have been satisfied or, if applicable, waived as of such date). The Special Meeting will be held at the offices of Sidley Austin LLP, 787 Seventh Avenue, New York, New York and begin at 9:00 a.m. Eastern time. The Company also has extended the deadline for the Company's public stockholders to exercise their redemption rights in connection with the Business Combination to 5:00 p.m., Eastern time on July 21, 2016 (two business days before the Special Meeting). In addition, the Company announced it has eliminated the requirement that stockholders must affirmatively vote for or against the Business Combination in order to redeem their shares for cash. This means that public stockholders who hold shares of Hennessy Capital common stock on or before July 21, 2016 will be eligible to elect to have their shares redeemed for cash in connection with the Business Combination, whether or not they were holders of Hennessy Capital common stock as of the previously announced record date of June 6, 2016, and whether or not such shares are voted at the Special Meeting. Only holders of the Company's common stock at the close of business on June 6, 2016 are entitled to vote at the Special Meeting.

A copy of the press release issued by the Company is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Additional Information About the Business Combination and Disclaimer

The Business Combination will be submitted to stockholders of the Company for their consideration. The Company filed with the SEC a definitive proxy statement on June 10, 2016 in connection with the Business Combination and other matters and filed the Proxy Supplement on July 13, 2016 in connection with the Business Combination, the investment by Trilantic North America and other matters. The Company mailed its definitive proxy statement and other relevant documents on June 13, 2016 and will commence mailing the Proxy Supplement and other relevant documents on July 13, 2016 to its stockholders as of the June 6, 2016 record date established for the Special Meeting. The Company's stockholders and other interested persons are advised to read the definitive proxy statement, the Proxy Supplement and any other relevant documents that have been or will be filed with the SEC in connection with the Company's solicitation of proxies for the Special Meeting because these documents contain important information about the Company, USI, the Business Combination, the investment by Trilantic North America and other matters. Stockholders may also obtain a copy of the definitive proxy statement and the Proxy Supplement, as well as other relevant documents that have been or will be filed with the SEC, without charge, at the SEC's website located at www.sec.gov or by directing a request to Hennessy Capital Acquisition Corp. II, Attn: Nicholas A. Petruska, Executive Vice President, Chief Financial Officer and Secretary, 700 Louisiana Street, Suite 900, Houston, Texas, 77002 or by telephone at (713) 300-8242. This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Participants in the Solicitation

The Company and its directors and executive officers and other persons may be deemed to be participants in the solicitations of proxies from the Company's stockholders in respect of the Business Combination. Information regarding the Company's directors and executive officers and a description of their direct and indirect interests in the Company, by security holdings or otherwise, is contained in the Company's definitive proxy statement filed by the Company with the SEC on June 10, 2016, as supplemented by the Proxy Supplement filed by the Company with the SEC on July 13, 2016, each of which can be obtained free of charge from the sources indicated above.

Forward Looking Statements

This Current Report on Form 8-K includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "target" or similar expressions other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such forward-looking statements with respect to the benefits of the Business Combination, the future financial performance of the Company following the Business Combination, changes in the market for USI's services, and expansion plans and opportunities, including future acquisition or additional business combinations are based on current information and expectations, forecasts and assumptions, and involve a number of judgments, risks and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing the Company's views as of any subsequent date, and the Company does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. You should not place undue reliance on these forward-looking statements. As a result of a number of known and unknown risks and uncertainties, actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ 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 Merger Agreement; (2) the outcome of any legal proceedings that may be instituted against USI or the Company in connection with the Business Combination and related transactions; (3) the inability to complete the Business Combination and related transactions due to the failure to obtain approval of the stockholders of the Company, to consummate the anticipated debt financing or the investment by Trilantic North America or to satisfy other conditions to the closing of the Business Combination and related transactions; (4) the ability of the Company and Trilantic North America to agree upon the terms of definitive documentation reflecting their agreement in principle; (5) the ability to obtain or maintain the listing of the Company's securities on the NASDAQ Capital Market following the Business Combination; (6) the risk that the Business Combination disrupts the parties' current plans and operations as a result of the consummation of the transactions described herein; (7) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of the combined business to grow and manage growth profitably; (8) costs related to the Business Combination and the related transactions; (9) changes in applicable laws or regulations; (10) the possibility that USI or the Company may be adversely affected by other economic, business, and/or competitive factors; and (11) other risks and uncertainties indicated in the definitive proxy statement filed by the Company on June 10, 2016, as supplemented by the Proxy Supplement filed by the Company on July 13, 2016, in connection with the Business Combination, including those under "Risk Factors" and "Update to Risk Factors," respectively, therein, and other factors identified in the Company's prior and future filings with the SEC, available at www.sec.gov .

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Number	Description
2.1	Amendment to Agreement and Plan of Merger, dated as of July 13, 2016, by and among Hennessy Capital Acquisition Corp. II, HCAC II, Inc., USI Senior Holdings, Inc. and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative
10.1	Sponsor Warrant Exchange Letter Agreement, dated as of July 13, 2016, between Hennessy Capital Acquisition Corp. II and Hennessy Capital Partners II LLC
99.1	Press Release dated July 13, 2016

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: July 13, 2016

HENNESSY CAPITAL
ACQUISITION CORP. II

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chief Executive Officer

EXHIBIT INDEX

Number	Description
2.1	Amendment to Agreement and Plan of Merger, dated as of July 13, 2016, by and among Hennessy Capital Acquisition Corp. II, HCAC II, Inc., USI Senior Holdings, Inc. and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative
10.1	Sponsor Warrant Exchange Letter Agreement, dated as of July 13, 2016, between Hennessy Capital Acquisition Corp. II and Hennessy Capital Partners II LLC
99.1	Press Release dated July 13, 2016

Exhibit 2.1

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This Amendment to the Agreement and Plan of Merger, dated as of April 1, 2016 (the " Merger Agreement "), by and among USI Senior Holdings, Inc., a Delaware corporation (the " Company "), Hennessy Capital Acquisition Corp. II, a Delaware corporation (" Parent "), HCAC II, Inc., a Delaware corporation and wholly owned subsidiary of Parent (the " Merger Sub "), and North American Direct Investment Holdings, LLC, a Delaware limited liability company, solely in its capacity as the Stockholder Representative, is made and entered into as of July 13, 2016 (this " Amendment "). Parent, the Merger Sub and the Company, and, solely in its capacity as and solely to the extent applicable, the Stockholder Representative, will each be referenced to herein from time to time as a " Party " and, collectively, as the " Parties ."

RECITALS

WHEREAS, the Parties have entered into the Merger Agreement, which provides for, among other things, the merger of the Merger Sub with and into the Company, with the Company continuing as the surviving entity; and

WHEREAS, the Parties desire to amend the Merger Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendment . From and after the date hereof, the Merger Agreement shall be amended as follows:

1.1 Section 1 is hereby amended by inserting immediately after Section 1.11 the following:

"1.12. Stock Escrow Account . If the Final Parent Trust Amount is less than $50,000,000, Parent shall cause Sponsor to, at the Effective Time, (i) deposit the Liquidity Protection Shares into an escrow account (with customary stock powers or other instruments of transfer) or (ii) cause Sponsor to deliver and surrender to Parent for cancellation an amount of shares of Founder Common Stock equivalent to the Liquidity Protection Shares and issue new Liquidity Protection Shares which Parent shall deposit into an escrow account (with customary stock powers or other instruments of transfer), in each case pursuant to the terms and conditions of an escrow agreement to be entered into on the Closing Date by, and in form and substance reasonably satisfactory to, the Sponsor, Parent, the Stockholder Representative and the Exchange Agent. If the last sale price of the Parent Common Stock on Nasdaq equals or exceeds $10.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period within 180 days after the Closing Date (the occurrence of such event being referred to herein as the " Liquidity Threshold Event "), Parent and the Stockholder Representative shall promptly (but in any event within three Business Days) after the occurrence of the Liquidity Threshold Event deliver a joint written instruction to the Exchange Agent to transfer the Liquidity Protection Shares to the Sponsor. If the Liquidity Threshold Event does not occur at any time within 180 days after the Closing Date, Parent and Stockholder Representative shall promptly (but in any event within three Business Days after such 180 th day (or such earlier day upon which the Liquidity Threshold Event can no longer be satisfied)) deliver a joint written instruction (which shall include the Rounding Instructions) to the Exchange Agent to transfer to each Common Stockholder entitled to receive Per Common Share Parent Stock Consideration pursuant to Section 1.02(d) such Common Stockholder's Pro Rata Share of the Liquidity Protection Shares."

1.2 Section 8.02(h) is hereby deleted in its entirety and replaced with the following:

"The Aggregate Cash Amount minus Parent Transaction Expenses (excluding, solely for this purpose, the Company Proxy Expenses and the "Commitment Fee" and the "Closing Fee" payable pursuant to and as defined in the Debt Financing Commitment and any Parent Transaction Expenses paid with funds from the Parent Working Capital Account) shall not be less than $279,599,000 (the " Minimum Cash Amount ");

1.3 Section 11.03 is hereby amended by inserting immediately after Section 11.03(d) the following:

"(e) Subject to the foregoing provisions of this Section 11.03 , at any time when the Registration Statement is effective (or in connection with the initial filing of the Registration Statement), a majority-in-interest (by shares of Registrable Stock) of the Participating Common Stockholders (the " Demanding Holders ") may make one written demand (the " Demand Notice ") to Parent for an offering of Registrable Stock to be in the form of an Underwritten Offering, provided that the aggregate gross proceeds of such Underwritten Offering of Registrable Stock (prior to any underwriting or brokerage discounts or commissions or expenses related to such Underwritten Offering) are expected to be at least $10,000,000, based on the most recent closing price of the Parent Common Stock at the time the Demand Notice is delivered to Parent. Following receipt of the Demand Notice, Parent shall promptly use its reasonable best efforts to include in the Underwritten Offering the Registrable Stock requested to be included therein by the Demanding Holders and by any other Participating Common Stockholders that shall have made a written request to Parent for inclusion in such Underwritten Offering within ten (10) days after Parent has promptly delivered a notice to such Participating Common Stockholders of the proposed Underwritten Offering. Each of such Participating Common Stockholders proposing to distribute their shares of Registrable Stock through such Underwritten Offering under this Section 11.03(e) (collectively, the " Underwriting Participants ") and Parent shall (i) enter into an underwriting agreement in customary form with the managing Underwriter(s) for such Underwritten Offering so selected by the Demanding Holders holding a majority-in-interest of the Registrable Stock to be offered in the Underwritten Offering (and reasonably satisfactory to Parent) and (ii) perform their respective obligations under such underwriting agreement, such agreement to contain such representations and warranties by Parent and such Underwriting Participants and such other terms and conditions as are customarily contained in underwriting agreements with respect to secondary public offerings, including, without limitation, indemnities to the effect and to the extent provided in Section 11.03(d) and delivery of opinions of counsel, accountant letters, questionnaires, powers of attorney, custody agreements, officer's and secretary's certificates and other customary documents as may be reasonably requested by the managing Underwriter(s) . Each Underwriting Participant agrees, if so required by the managing Underwriter(s), not to effect any public sale or distribution (including any sale pursuant to Rule 144) of Parent Common Stock (other than as part of such Underwritten Offering) within ten (10) days prior to or ninety (90) days after the date of the final prospectus supplement filed with the SEC in connection with such Underwritten Offering (or such shorter period as may be agreed by Parent and the managing Underwriter(s) with respect to public or private sales or distributions of Parent Common Stock (or securities exchangeable for or convertible into Parent Common Stock) by Parent). If the managing Underwriter(s) in such Underwritten Offering in good faith advise Parent and the Underwriting Participants in writing that the dollar amount or number of shares of Registrable Stock that the Underwriting Participants desire to sell, taken together with all other Parent Common Stock or other equity securities that Parent desires to sell and the Parent Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggyback registration rights held by any other holders of Parent Common Stock who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such Underwritten Offering (such maximum dollar amount or maximum number of such securities, as applicable, the " Maximum Number of Securities "), then Parent shall include in such Underwritten Offering, as follows: (i) first, the Registrable Stock of the Underwriting Participants and registrable securities that Trilantic (as defined in the Amended and Restated Registration Rights Agreement to be entered into in connection with the Closing (the " RRA ")) has requested be included in such Underwritten Offering (pro rata based on the respective number of shares of Registrable Stock that each Underwriting Participant or Trilantic, as applicable, has requested be included in such Underwritten Offering) that can be sold without exceeding the Maximum Number of Securities; provided , that in respect of an Underwritten Offering completed prior to the 18-month anniversary of the Closing Date, the Registrable Stock of the Underwriting Participants shall have priority over all registrable securities of Trilantic and such registrable securities of Trilantic shall be included only if, and to the extent that, the Registrable Stock of the Underwriting Participants is less than the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the registrable securities of other holders requesting piggyback registration pursuant to the RRA that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) or (ii), the Parent Common Stock or other equity securities that Parent desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Parent Common Stock or other equity securities of other Persons that Parent is obligated to register in a Registration pursuant to separate written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Securities. Notwithstanding the relevant provisions of Section 11.03(c) , Parent shall pay (i) all underwriting or brokerage discounts or commissions in connection with the Underwritten Offering (in an amount not to exceed $3,000,000 in the aggregate) and (ii) the reasonable fees and expenses of one legal counsel (which fees and expenses shall not exceed $125,000 in the aggregate) to represent the interests of the Demanding Holders in such Underwritten Offering under this Section 11.03(e) (it being understood and agreed that, except to the extent modified by clauses (i) and (ii) of this sentence, the provisions of Section 11.03(c) shall continue to apply to an Underwritten Offering under this Section 11.03(e))."

1.4 Section 12.01 is hereby amended to include or delete and replace, as the case may be, the following capitalized terms, each in the appropriate alphabetical order:

" Closing Cash Consideration " means the Aggregate Cash Amount, minus (i) the Payoff Amount, minus (ii) unpaid Parent Transaction Expenses (excluding Parent Transaction Expenses paid with funds from the Parent Working Capital Account), minus (iii) the Preferred Stock Merger Consideration, minus (iv) the Adjustment Escrow Amount, minus (v) the Reimbursement Fund Amount, minus (vi) unpaid Estimated Company Transaction Expenses to the extent Estimated Cash is less than the Estimated Company Transaction Expenses.

" Liquidity Protection Shares " means the number of shares of Founder Common Stock (in the case of Section 1.12(i)) or newly issued shares of Parent Common Stock (in the case of Section 1.12(ii)) equal to (i) the quotient of (A) the Parent Stock Consideration *multiplied by* $10.00, *divided by* (B) $9.50, *minus* (ii) the Parent Stock Consideration.

" Merger Debt Financing Amount " means the portion of the Debt Financing Commitment to be utilized in connection with the payment of the Payoff Amount, the Parent Transaction Expenses, the Preferred Stock Merger Consideration, the Closing Cash Consideration, the Adjustment Escrow Amount and the Reimbursement Fund Amount, which portion shall not be less than $100,000,000 and not more than $105,000,000.

" Parent Transaction Expense ' means (i) a Transaction Expense which Parent is obligated to pay (which payment obligation, in no event, shall be greater than $24,000,000 in the aggregate excluding amounts paid with funds from the Parent Working Capital Account), (ii) Company Proxy Expenses and (iii) the 'Commitment Fee' and the 'Closing Fee' payable pursuant to and as defined in the Debt Financing Commitment.

" Parent Working Capital Account " means the account (or accounts) of Parent (other than the Parent Trust) holding cash and cash equivalents for general working capital purposes of Parent funded from the Parent Trust or the net proceeds from the initial public offering of Parent and concurrent private placement with the Sponsor.

" Registration " shall mean a registration effected by preparing and filing a Registration Statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such Registration Statement becoming effective.

" Rounding Instructions " shall mean the rounding instructions solely provided by the Stockholder Representative to round up or down the number of Liquidity Protection Shares to be paid to each Common Stockholder pursuant to Section 1.12 so that no fractional shares will be transferred and that the aggregate whole number of Liquidity Protection Shares to be paid to such Common Stockholders be no greater or less than the aggregate number of Liquidity Protection Shares.

" Underwriter " shall mean a securities dealer who purchases any Registrable Stock as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

" Underwritten Offering " shall mean a Registration in which securities of Parent are sold to an Underwriter (or Underwriters) in a firm commitment underwritten takedown from an effective shelf Registration Statement for distribution to the public.

2. Counterparts . This Amendment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Amendment (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Amendment.

3. Governing Law . This Amendment shall be governed by and subject to the laws of the State of Delaware (determined without reference to the choice of law provisions thereof).

4. Interpretation . All capitalized terms used herein shall have the meanings assigned to them in the Merger Agreement except as otherwise provided herein or unless the context otherwise requires. For the avoidance of doubt, from and after the date of this Amendment, references in the Merger Agreement to the "Agreement" or any provision thereof shall be deemed to refer to the Merger Agreement or such provision as amended hereby unless the context otherwise requires.

[Signature Page To Follow]

The Parties have caused this Amendment to be executed and delivered as of the date first written above.

USI SENIOR HOLDINGS, INC.

By: /s/ Leo William Varner, Jr.
Name: Leo William Varner, Jr.
Title: Chief Executive Officer

HENNESSY CAPITAL ACQUISITION CORP. II

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chairman and Chief Executive Officer

HCAC II, INC.

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chairman and Chief Executive Officer

NORTH AMERICAN DIRECT INVESTMENT HOLDINGS, LLC,
solely in its capacity as the Stockholder Representative

By: /s/ Vincent Fandozzi
Name: Vincent Fandozzi
Title: Partner

Exhibit 10.1

SPONSOR WARRANT EXCHANGE LETTER AGREEMENT

July 13, 2016

Hennessy Capital Acquisition Corp. II
700 Louisiana Street, Suite 900
Houston, Texas 77002

Re: Exchange of Private Placement Warrants

Gentlemen:

Reference is made to that certain Agreement and Plan of Merger, dated as of April 1, 2016, as amended on July 13, 2016 (as amended, the "Merger Agreement"), by and among Hennessy Capital Acquisition Corp. II (the "Company"), USI Senior Holdings, Inc. ("USI"), HCAC II, Inc. and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative thereunder. In order to facilitate the consummation of the merger of USI with and into a wholly-owned subsidiary of the Company pursuant to the Merger Agreement, Hennessy Capital Partners II LLC ("HCP") has agreed to enter into this letter agreement (this "Agreement") relating to the exchange of 15,080,756 warrants sold to HCP by the Company in a private placement in connection with the Company's initial public offering (the "Private Placement Warrants") for shares of common stock, par value $0.0001 per share, of the Company (the "Common Stock"). Capitalized terms used and not otherwise defined herein are defined in the Merger Agreement and shall have the meanings given to such terms in the Merger Agreement.

HCP and the Company hereby agree as follows:

1. Immediately prior to the Closing on the Closing Date, HCP shall exchange all of the 15,080,756 Private Placement Warrants held by HCP with the Company for newly issued shares of Common Stock at an exchange ratio of approximately 8.5 Private Placement Warrants per share of Common Stock, resulting in the issuance by the Company to HCP (and its designees) of 1,774,206 shares of Common Stock (such shares of Common Stock to be issued to HCP pursuant to this Agreement being referred to collectively hereafter as the "Exchange Shares"). In order to effectuate such exchange, immediately prior to the Closing on the Closing Date, HCP shall deliver its Private Placement Warrants to the Company against delivery to HCP of a stock certificate evidencing the Exchange Shares. The Company agrees that the registration rights granted to HCP with respect to the Private Placement Warrants shall continue with respect to the Exchange Shares to be issued to HCP (and its designees) hereunder pursuant to the terms of an amended and restated registration rights agreement to be entered into at the Closing.

2. Prior to the date that is one year after the Closing Date or earlier if, subsequent to the Closing Date, (i) the last sale price of the Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date or (ii) the date following the Closing Date on which the Company completes a liquidation, merger, stock exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property(the "Lock-Up Period"), HCP shall not directly or indirectly sell, transfer, pledge, encumber, assign or otherwise dispose of any portion of the Exchange Shares. HCP hereby authorizes the Company during the Lock-Up Period to cause its transfer agent for the Exchange Shares to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to the Exchange Shares, if such transfer would constitute a violation or breach of this Agreement. Notwithstanding the foregoing, HCP may sell or otherwise transfer all or any portion of the Exchange Shares to: (a) its direct or indirect equity holders or to any of its other affiliates (as defined in Regulation C of the Securities Act of 1933, as amended), (b) the immediate family members (including spouses, significant others, lineal descendants, brothers and sisters) of its direct or indirect equity holders or any of its other affiliates, (c) a family trust, foundation or partnership established for the exclusive benefit of HCP, its direct or indirect equity holders, any of its affiliates or any of their respective immediate family members, (d) a charitable foundation controlled by HCP, its direct or indirect equity holders, any of its affiliates or any of their respective immediate family members, (e) in the case of an individual, (1) by gift to a member of one of the members of the individual's immediate family or to a trust, the beneficiary of which is a member of one of the individual's immediate family, an affiliate of such person or to a charitable organization, (2) by virtue of laws of descent and distribution upon death of the individual and (3) pursuant to a qualified domestic relations order; (f) by virtue of the laws of the State of Delaware or upon the dissolution of HCP, and (g) Trilantic Capital Management L.P. and its sponsored funds, including Trilantic Capital Partners V (North America) L.P. and Trilantic Capital Partners V (North America) Fund A L.P. and any of their respective members and affiliates, provided that, in each such case, that the transferee thereof enters into a written agreement to be bound by the restrictions set forth herein.

3. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

4. No party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding on the undersigned and their respective successors and assigns.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Each of the parties hereto hereby (i) agrees that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Agreement shall be brought and enforced in the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction, then in the applicable Delaware state court), or if under applicable Law exclusive jurisdiction of such action is vested in the federal courts, then the United States District Court for the District of Delaware, and irrevocably submits to such jurisdiction and venue, which jurisdiction and venue shall be exclusive, and (ii) waives any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

6. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or facsimile transmission.

7. This Agreement shall terminate at such time, if any, that the Merger Agreement is terminated in accordance with its terms.

[*Remainder of Page Intentionally Left Blank*]

Please indicate your agreement to the foregoing by signing in the space provided below.

HENNESSY CAPITAL PARTNERS II LLC

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Managing Member

ACCEPTED AND AGREED TO:

HENNESSY CAPITAL ACQUISITION CORP. II

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chief Executive Officer

Exhibit 99.1

Hennessy Capital Acquisition Corp. II Announces Filing of Proxy Statement Supplement, Sponsor Warrant Exchange and Removal of Voting Requirement for Redemption of Public Shares

Special Meeting of Stockholders Rescheduled to July 25, 2016 to Align with Anticipated Closing Date

HOUSTON, TEXAS – July 13, 2016 /GlobeNewswire/ - Hennessy Capital Acquisition Corp. II (NASDAQ: HCAC, HCACU, HCACW) ("HCAC" or the "Company") announced that it has filed today with the Securities and Exchange Commission (the "SEC") a supplement to its definitive proxy statement, dated June 10, 2016 (the "Proxy Supplement") relating to its proposed merger (the "Business Combination") with USI Senior Holdings, Inc. ("USI"), which, through its subsidiaries, conducts its business under the "USI" name. The Proxy Supplement contains additional information relating to, among other things, (i) the Company's previously announced agreement in principle with funds affiliated with Trilantic Capital Management L.P. (together with its sponsored funds, "Trilantic North America") to purchase up to $200 million of shares of common stock from HCAC, (ii) the Sponsor Warrant Exchange (as defined below) and (iii) the removal of the requirement that stockholders must affirmatively vote for or against the Business Combination in order to redeem their shares for cash.

In connection with the closing of the Business Combination, Trilantic North America has agreed in principle to p urchase a minimum of $125 million of shares of common stock from HCAC, and up to an additional $75 million of shares of HCAC's common stock to the extent necessary for the Company to satisfy the $279.599 million minimum cash condition under its merger agreement with USI. The proceeds from Trilantic North America's initial investment in HCAC will be used to finance a portion of the cash merger consideration to be paid to USI's stockholders in the Business Combination. In addition, Trilantic North America will also have an option to acquire up to $15 million of additional shares (the "Option Shares") from HCAC within the first week following the closing of the Business Combination at a purchase price of $10.00 per share. If Trilantic North America exercises such option, the proceeds from the sale of the Option Shares are anticipated to be used for general corporate purposes, including the financing of potential acquisitions by USI. The agreement in principle with Trilantic North America is non-binding and is subject to completion of confirmatory due diligence by Trilantic North America. A summary of the forms of definitive transaction agreements the Company intends to enter into with Trilantic North America in connection with the closing of the Business Combination is set forth in the Proxy Supplement.

The Company also announced that it has entered into an agreement with Hennessy Capital Partners II LLC, HCAC's sponsor (the "Sponsor"), to exchange on an 8.5 for one basis all of the 15,080,756 outstanding warrants issued to the Sponsor in connection with HCAC's initial public offering for 1,774,206 newly issued shares of HCAC's common stock, to be issued by the Company in a private placement immediately prior to the consummation of the Business Combination (the "Sponsor Warrant Exchange"). The purpose of the Sponsor Warrant Exchange is to reduce the potential market overhang on the trading of HCAC's common stock created by the significant number of outstanding warrants held by the Sponsor and the potential dilution to the holders of HCAC's common stock that may result from the exercise of these warrants.

The Company also announced t hat it has rescheduled its special meeting of stockholders (the "Special Meeting") to approve the Business Combination from July 21, 2016 to July 25, 2016 to align the Special Meeting date with the anticipated closing date of the Business Combination (assuming that all other conditions to the Business Combination have been satisfied or, if applicable, waived as of such date). The Special Meeting will be held at the offices of Sidley Austin LLP, 787 Seventh Avenue, New York, New York and begin at 9:00 a.m. Eastern time. The Company also has extended the deadline for the Company's stockholders to exercise their redemption rights in connection with the Business Combination to 5:00 p.m., Eastern time on July 21, 2016 (two business days before the Special Meeting). Only holders of the Company's common stock at the close of business on June 6, 2016 are entitled to vote at the Special Meeting.

The Proxy Supplement also eliminates the requirement that stockholders must affirmatively vote for or against the Business Combination in order to redeem their shares for cash. This means that public stockholders who hold shares of HCAC common stock on or before July 21, 2016 will be eligible to elect to have their shares redeemed for cash in connection with the Business Combination, whether or not they were holders of HCAC common stock as of the previously announced record date of June 6, 2016, and whether or not such shares are voted at the Special Meeting. The Company believes that this change in the redemption requirements provides public stockholders with greater flexibility to make the redemption election and simplifies the overall redemption process.

In order to properly exercise their redemption rights, public stockholders will be required to submit their request for redemption prior to 5:00 p.m., Eastern Time, on July 21, 2016 (the "Redemption Deadline"), and to follow the other redemption procedures set forth in the Proxy Supplement. Any public stockholders who have previously delivered shares of HCAC common stock for redemption and decide not to exercise their redemption rights should contact Continental Stock Transfer & Trust Company, the Company's transfer agent, and request the return of their shares (physically or electronically) prior to the Redemption Deadline. Any redemption requests, once made, including any previous exercises of redemption rights, may be withdrawn at any time until the Redemption Deadline and thereafter, with the Company's consent, until the vote is taken with respect to the Business Combination at the Special Meeting.

About Hennessy Capital Acquisition Corp. II

Hennessy Capital Acquisition Corp. II is a blank check company founded by Daniel J. Hennessy for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. The Company's acquisition and value creation strategy is to identify, acquire and, after its initial business combination, build an industrial manufacturing, distribution or services business. For more information about Hennessy Capital Acquisition Corp. II, please visit its website at www.hennessycapllc.com.

About Trilantic North America

Trilantic North America is a private equity firm focused on control and significant minority investments in North America. Trilantic North America's primary investment focus is in the business services, consumer, energy and financial services sectors. As of June 30, 2016, Trilantic North America manages four private equity fund families with aggregate capital commitments of $5.9 billion. For more information, visit www.trilantic.com .

Additional Information About the Business Combination and Disclaimer

The Business Combination will be submitted to stockholders of the Company for their consideration. The Company filed with the SEC a definitive proxy statement on June 10, 2016 in connection with the Business Combination and other matters and filed the Proxy Supplement on July 13, 2016 in connection with the Business Combination, the investment by Trilantic North America and other matters. The Company mailed its definitive proxy statement and other relevant documents on June 13, 2016 and will commence mailing the Proxy Supplement and other relevant documents on July 13, 2016 to its stockholders as of the June 6, 2016 record date established for the Special Meeting. The Company's stockholders and other interested persons are advised to read the definitive proxy statement, the Proxy Supplement and any other relevant documents that have been or will be filed with the SEC in connection with the Company's solicitation of proxies for the Special Meeting because these documents contain important information about the Company, USI, the Business Combination, the investment by Trilantic North America and other matters. Stockholders may also obtain a copy of the definitive proxy statement and the Proxy Supplement, as well as other relevant documents that have been or will be filed with the SEC, without charge, at the SEC's website located at www.sec.gov or by directing a request to Hennessy Capital Acquisition Corp. II, Attn: Nicholas A. Petruska, Executive Vice President, Chief Financial Officer and Secretary, 700 Louisiana Street, Suite 900, Houston, Texas, 77002 or by telephone at (713) 300-8242. This press release does not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Participants in the Solicitation

The Company and its directors and executive officers and other persons may be deemed to be participants in the solicitations of proxies from the Company's stockholders in respect of the Business Combination. Information regarding the Company's directors and executive officers and a description of their direct and indirect interests in the Company, by security holdings or otherwise, is contained in the Company's definitive proxy statement filed by the Company with the SEC on June 10, 2016, as supplemented by the Proxy Supplement filed by the Company with the SEC on July 13, 2016, each of which can be obtained free of charge from the sources indicated above.

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "target" or similar expressions other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such forward-looking statements with respect to the benefits of the proposed transaction, the future financial performance of HCAC following the proposed transaction, changes in the market for USI's services, and expansion plans and opportunities, including future acquisition or additional business combinations are based on current information and expectations, forecasts and assumptions, and involve a number of judgments, risks and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing HCAC's views as of any subsequent date, and HCAC does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. You should not place undue reliance on these forward-looking statements. As a result of a number of known and unknown risks and uncertainties, actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ 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 Merger Agreement; (2) the outcome of any legal proceedings that may be instituted against USI or HCAC in connection with the Business Combination and related transactions; (3) the inability to complete the Business Combination and related transactions due to the failure to obtain approval of the stockholders of HCAC, to consummate the anticipated debt financing or the investment by Trilantic North America or to satisfy other conditions to the closing of the Business Combination and related transactions; (4) the ability of HCAC and Trilantic North America to agree upon the terms of definitive documentation reflecting their agreement in principle; (5) the ability to obtain or maintain the listing of HCAC's securities on the NASDAQ Capital Market following the Business Combination; (6) the risk that the Business Combination disrupts the parties' current plans and operations as a result of the consummation of the transactions described herein; (7) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of the combined business to grow and manage growth profitably; (8) costs related to the Business Combination and the related transactions; (9) changes in applicable laws or regulations; (10) the possibility that USI or HCAC may be adversely affected by other economic, business, and/or competitive factors; and (11) other risks and uncertainties indicated in the definitive proxy statement filed by HCAC on June 10, 2016, as supplemented by the Proxy Supplement filed by HCAC on July 13, 2016, in connection with the Business Combination, including those under "Risk Factors" and "Update to Risk Factors," respectively, therein, and other factors identified in HCAC's prior and future filings with the SEC, available at www.sec.gov .

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Source: Hennessy Capital Acquisition Corp. II

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