
**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): October 19, 2023

Lifetime Brands, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-19254
(Commission
File Number)

11-2682486
(IRS Employer
Identification No.)

1000 Stewart Avenue, Garden City, New York 11530
(Address of Principal Executive Offices) (Zip Code)

516-683-6000
(Registrant's Telephone Number, Including Area Code)

N/A
(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
Common Stock, \$0.01 par value	LCUT	The Nasdaq Global Select Market

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 October 19, 2023, Lifetime Brands, Inc. (the “Company”) and Taylor Parent, LLC (“Taylor Parent”) entered into the Second Amendment (the “Second Amendment”) to the Stockholders Agreement, dated as of March 2, 2018 (as amended from time to time, the “Stockholders Agreement”), by and between the Company and Taylor Parent to remove and reserve Section 6(h) of the Stockholders Agreement, which previously required that the Company (i) obtain consent of Taylor Parent to terminate the employment of the Chief Executive Officer, other than for Cause (as defined in the employment agreement of the Chief Executive Officer) and (ii) consult with Taylor Parent on a replacement for the Chief Executive Officer in the event of such termination.

The information provided in this Item 1.01 is qualified in its entirety by reference to the terms of the Second Amendment, attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

See the Exhibit Index below, which is incorporated by reference herein.

	Exhibit No.	
	10.1	Second Amendment, dated October 19, 2023, to that certain Stockholders Agreement, dated as of March 2, 2018, by and between Lifetime Brands, Inc. and Taylor Parent, LLC
Exhibit Index	104	Cover Page Interactive Data File (formatted in Inline XBRL document)

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 hereunto duly authorized.

Lifetime Brands, Inc.

By: /s/ Laurence Winoker

Laurence Winoker
Executive Vice President, Treasurer and
Chief Financial Officer

Date: October 20, 2023

SECOND AMENDMENT TO STOCKHOLDERS AGREEMENT

This **SECOND AMENDMENT TO STOCKHOLDERS AGREEMENT** (this "Amendment"), dated as of October 19, 2023, is made by and between Lifetime Brands, Inc., a Delaware corporation ("Lifetime") and Taylor Parent, LLC, a Delaware limited liability company ("Taylor Parent" and, together with Lifetime, the "Parties"), pursuant to Section 8(f) of that certain Stockholders Agreement, dated as of March 2, 2018 (as amended, the "Stockholders Agreement").

WHEREAS, the Parties desire to amend the Stockholders Agreement pursuant to and on the terms hereinafter set forth.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Stockholders Agreement. The Stockholders Agreement is hereby amended as follows:

a. Section 6(h) of the Stockholders Agreement is hereby deleted and replaced in its entirety with the following:

“(h) [Reserved.]”

2. The Stockholders Agreement. The Parties acknowledge and agree that this Amendment is an integral part of the Stockholders Agreement. Notwithstanding any provision of the Stockholders Agreement to the contrary, in the event of any conflict between this Amendment and the Stockholders Agreement or any part of either of them, the terms of this Amendment shall control. Any reference to the “Stockholders Agreement” contained herein or in the Stockholders Agreement shall mean the Stockholders Agreement, including and as amended by this Amendment, and any other amendment or addendum to either the Stockholders Agreement or this Amendment.

3. General Provisions.

(a) Counterparts. This Amendment may be executed in one or more counterparts for the convenience of the Parties, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile, DocuSign and .pdf signatures shall be treated as original signatures for all purposes hereunder.

(b) Other Provisions Unaffected. Except as specifically amended herein, the provisions of the Stockholders Agreement shall remain in full force and effect.

(c) Governing Law. This Amendment will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware (without giving effect to conflicts of laws principles) applicable to contracts executed in and to be performed in that State.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has caused this Second Amendment to Stockholders Agreement to be duly executed and delivered as of the day and year first above written.

LIFETIME BRANDS, INC.

By: /s/ Robert B. Kay

Name: Robert B. Kay

Title: Chief Executive Officer

[Signature Page to Second Amendment to Stockholders Agreement]

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has caused this Second Amendment to Stockholders Agreement to be duly executed and delivered as of the day and year first above written.

TAYLOR PARENT, LLC

By: /s/Michael Schnabel

Name: Michael Schnabel

Title: Senior Vice President

[Signature Page to Second Amendment to Stockholders Agreement]