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): August 10, 2016

GORES HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-37540**	**47-4168492**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

9800 Wilshire Blvd. Beverly Hills, CA	**90212**
(Address of principal executive offices)	**(Zip Code)**

(310) 209-3010
(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 communication 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-commencements 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

Letter Agreement

On August 10, 2016, Gores Holdings, Inc. (the "Company") entered into a Letter Agreement (the "Letter Agreement") with Gores Sponsor LLC (the "Sponsor"), as required by the Subscription Agreement, dated as of July 5, 2016, by and between the Company and the Sponsor (the "Subscription Agreement"). In connection with its registration obligations under the Subscription Agreement, the Company has agreed (i) to pay certain costs and reimburse certain expenses of the Sponsor in connection with underwritten offerings and (ii) to certain indemnification and contribution arrangements with the Sponsor.

The Letter Agreement may be terminated upon the earlier to occur of: (i) the termination of that certain Master Transaction Agreement, dated as of July 5, 2016, by and among the Company and the other parties thereto; (ii) upon the mutual written agreement between the Company and the Sponsor or (iii) at such time as the Sponsor no longer holds any Registrable Securities (as defined in the Subscription Agreement).

A copy of the Letter Agreement is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference. The disclosure set forth in this Section 1.01 is intended to be a summary only and is qualified in its entirety by reference to the Letter Agreement.

Amended and Restated Insider Letter Agreement

On August 12, 2016, the Company amended and restated (the "Amendment") the Insider Letter entered into in connection with the Company's initial public offering (the "Insider Letter"), dated as of August 13, 2015, by and among the Company, the Sponsor, The Gores Group, LLC and each of the directors and officers of the Company (each, an "Insider" and collectively, the "Insiders"). The Amendment modifies the Insider Letter to permit (i) the Sponsor and each Insider to participate in the formation of, or become an officer or director of, another blank check company after the Company has entered into a definitive agreement regarding an initial business combination; provided that such other blank check company does not consummate an initial public offering prior to the closing of such initial business combination; (ii) the Sponsor and each Insider to transfer any Founder Shares (as defined therein) held by them beginning six months following completion of an initial business combination; and (iii) certain payments to affiliates in connection with identifying, investigating and completing an initial business combination, provided that no such payments become due or payable prior to completion of the initial business combination.

A copy of the Insider Letter Agreement is attached to this Current Report on Form 8-K as Exhibit 10.2 and is incorporated herein by reference. The disclosure set forth in this Section 1.01 is intended to be a summary only and is qualified in its entirety by reference to the Insider Letter Agreement.

Legend Information

No Offer or Solicitation

This communication is for informational purposes only and shall not constitute an offer to sell or the solicitation of an offer to buy any securities pursuant to the proposed transactions or otherwise, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act.

Additional Information about the Proposed Transaction and Where to Find It

In connection with the proposed transaction, the Company intends to file a definitive proxy statement with the Securities and Exchange Commission ("SEC"). The definitive proxy statement and other relevant documents will be sent or given to the stockholders of the Company and will contain important information about the proposed transaction and related matters. **The Company stockholders and other interested persons are advised to read, when available, the definitive proxy statement in connection with the Company's solicitation of proxies for the meeting of stockholders to be held to approve the proposed transaction because these materials will contain important information about the proposed transaction. The definitive proxy statement will be mailed to the Company stockholders as of a record date to be established for voting on the proposed transaction. Stockholders will also be able to obtain copies of the definitive proxy statement once it is available, without charge, at the SEC's website at www.sec.gov or by directing a request to: Gores Holdings, Inc., 9800 Wilshire Blvd., Beverly Hills, California 90212, email: jchou@gores.com, Attn: Jennifer Kwon Chou.**

Participants in Solicitation

The Company and its directors and officers may be deemed participants in the solicitation of proxies of the Company stockholders in connection with the proposed transaction. **The Company stockholders and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of the Company in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, which was filed with the SEC on March 16, 2016. Information regarding the persons who may, under the SEC rules, be deemed participants in the solicitation of proxies to the Company stockholders in connection with the proposed transaction will be set forth in the definitive proxy statement for the transaction when available.** Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed transaction will be included in the definitive proxy statement that the Company intends to file with the SEC.

Forward Looking Statements

This Current Report 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 "forecast," "intend," "seek," "target," "anticipate," "believe," "expect," "estimate," "plan," "outlook," and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such forward looking statements are based on current expectations that are subject to risks and uncertainties. A number of factors could cause actual results or outcomes to differ materially from those indicated by such forward looking statements. These factors include, but are not limited to: (i) the occurrence of any event, change or other circumstances that could give rise to the termination of the Master Transaction Agreement and the proposed business combination contemplated thereby; (ii) the inability to complete the transactions contemplated by the Master Transaction Agreement due to the failure to obtain approval of the stockholders of the Company or other conditions to closing in the Master Transaction Agreement; and (iii) other risks and uncertainties indicated from time to time in the final prospectus of the Company, including those under "Risk Factors" therein, and other documents filed or to be filed with the SEC by the Company. You are cautioned not to place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company undertakes no commitment to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Exhibits

(d) Exhibits

Exhibit Number	Exhibit
10.1	Letter Agreement, dated August 10, 2016, between the Company and Gores Sponsor LLC.
10.2	Amended and Restated Insider Letter Agreement, dated August 12, 2016, among the Company, its officers and directors, The Gores Group, LLC and Gores Sponsor LLC.

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.

Gores Holdings, Inc.

Date: August 15, 2016

By: /s/ Andrew McBride
Name: Andrew McBride
Title: Chief Financial Officer and Secretary

EXHIBIT INDEX

Exhibit Number	Exhibit
10.1	Letter Agreement, dated August 10, 2016, between the Company and Gores Sponsor LLC.
10.2	Amended and Restated Insider Letter Agreement, dated August 12, 2016, among the Company, its officers and directors, The Gores Group, LLC and Gores Sponsor LLC.

Exhibit 10.1

Gores Holdings, Inc.
9800 Wilshire Boulevard
Beverly Hills, CA 90212

August 10, 2016

Gores Sponsor LLC
9800 Wilshire Boulevard
Beverly Hills, CA 90212

Ladies and Gentlemen:

This letter agreement ("Letter Agreement") is entered into by and between Gores Holdings, Inc. ("Gores Holdings") and Gores Sponsor LLC (the "Sponsor"), as required by that certain Subscription Agreement, dated as of July 5, 2016, by and between Gores Holdings and the Sponsor (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Agreement"). The Sponsor is an "Eligible Subscriber" as defined in Section 5 of the Agreement. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement, unless explicitly noted otherwise.

This Letter Agreement sets forth certain requirements to which Gores Holdings has agreed in order to induce the Sponsor to subscribe for the Acquired Shares pursuant to the Agreement.

1. As contemplated by Section 5.b. of the Agreement, Gores Holdings agrees to: (i) pay the costs and reimburse the expenses of the Sponsor solely as set forth on Annex I hereto, and (ii) the indemnification and contribution arrangements with the Sponsor solely as set forth on Annex II hereto.

2. This Letter Agreement shall terminate upon the earlier to occur of: (i) if the Transaction Agreement is terminated prior to closing thereunder in accordance with its terms, the date of such termination (ii) upon the mutual written agreement of Gores Holdings and the Sponsor to terminate this Letter Agreement or (iii) at such time as the Sponsor no longer holds Registrable Securities; *provided*, *however*, that Gores Holdings acknowledges and agrees with the Sponsor that the indemnification and contribution arrangements set forth on Annex II hereto shall survive any such termination.

This Letter Agreement shall be construed in accordance with the Agreement and may be amended or modified only with the express written agreement of the parties hereto. In the event of a conflict between the provisions of this Letter Agreement and the Agreement, the provisions of this Letter Agreement shall control. This Letter Agreement is made pursuant to and shall be governed by the laws of the State of New York, without regard to conflict of law principles. Delivery of an executed counterpart to this Letter Agreement by facsimile or by electronic mail in portable document format (PDF) shall be effective as delivery of a manually executed original counterpart to this Letter Agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this Letter Agreement shall represent a binding agreement between Gores Holdings and the Sponsor.

Very truly yours,

GORES HOLDINGS, INC.

By: /s/ Mark Stone
Name: Mark Stone
Title: Chief Executive Officer

[*Signature Page to Letter Agreement*]

Accepted as of August 10, 2016

GORES SPONSOR LLC

By: AEG Holdings, LLC, its Managing Member

By: /s/ Alec Gores
Name: Alec Gores
Title: Officer

By: Platinum Equity, LLC, its Managing Member

By: /s/ Mary Ann Sigler
Name: Mary Ann Sigler
Title: Chief Financial Officer

ANNEX I

Fees and Expenses

Except as provided below, all fees and expenses incident to Gores Holdings' performance of, or compliance with, Section 5 of the Agreement, shall be borne by Gores Holdings, including: (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with any stock exchange, the Securities and Exchange Commission and/or the Financial Industry Regulatory Authority ("FINRA") (including, if applicable, the fees and expenses of any "qualified independent underwriter" as may be required by the rules and regulations of FINRA), (ii) solely in connection with an underwritten offering, all fees and expenses of compliance with state securities or "blue sky" laws (including fees and disbursements of one counsel for the underwriters or the Sponsor, not to exceed $25,000 in the aggregate, in connection with "blue sky" qualifications of the Registrable Securities and determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriters may designate), (iii) all printing and related messenger and delivery expenses (including expenses of printing certificates, if any, for the Registrable Securities in a form eligible for deposit with The Depository Trust Company (or any other depositary or transfer agent/registrar) and, if requested, of printing any preliminary prospectus, any issuer free writing prospectus and any prospectus and any amendments thereto, in each case solely in connection with an underwritten offering), (iv) solely in connection with an underwritten offering, all fees and disbursements of counsel and advisors for Gores Holdings and of all independent certified public accountants of Gores Holdings (including the expenses of any special audit and "comfort" letters required by or incident to such performance), (v) all Securities Act liability insurance if Gores Holdings so desires, (vi) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange, and (vii) all fees and disbursements of one counsel to the Sponsor in connection with the resale of Registrable Securities solely in connection with underwritten offerings, including with respect to the exercise of Underwritten Rights, regardless of whether any Registration Statement becomes effective; *provided, however*, that all underwriting discounts and selling commissions applicable to the Registrable Securities shall not be borne by Gores Holdings, but shall be borne by the Sponsor, in proportion to the number of Registrable Securities sold by the Sponsor thereunder. In addition, Gores Holdings will, in any event, pay its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any audit and the fees and expenses of any person, including special experts, retained by Gores Holdings.

ANNEX II

Indemnification and Contribution

(i) In connection with any registration of any Registrable Securities under the Securities Act pursuant to Section 5 of the Agreement, Gores Holdings shall indemnify and hold harmless the Sponsor, each underwriter, broker or any other person acting on behalf of the Sponsor and each other person, if any, who controls any of the foregoing persons within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which any of the foregoing persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (A) any untrue statement or alleged untrue statement of a material fact contained in (I) the Registration Statement, or any preliminary prospectus contained therein, any prospectus related thereto or in any amendment or supplement thereto, (II) any issuer free writing prospectus related thereto or in any amendment or supplement thereto, (III) any permitted "Issuer Information" (as defined in Rule 433) used or referred to in any "free writing prospectus" (as defined in Rule 405) used or referred to by any underwriter in connection therewith or (IV) any "road show" (as defined in Rule 433) not constituting an issuer free writing prospectus, when considered together with the most recent preliminary prospectus related thereto (collectively, "Road Show Material"), (B) the omission or alleged omission to state in the Registration Statement or any such preliminary prospectus, prospectus, issuer free writing prospectus or in any such amendment or supplement thereto or in any such permitted Issuer Information or Road Show Material, any material fact required to be stated therein or necessary to make the statements therein (in the case of any such preliminary prospectus, issuer free writing prospectus, permitted Issuer Information, Road Show Material or prospectus, in the light of the circumstances under which they were made) not misleading, or any violation by Gores Holdings of the Securities Act or state securities or blue sky laws applicable to Gores Holdings and relating to action or inaction required of Gores Holdings in connection with such registration or qualification under such state securities or blue sky laws, and Gores Holdings shall reimburse the Sponsor, such underwriter, such broker or such other person acting on behalf of the Sponsor and each such controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that Gores Holdings shall not be liable in any such case to the extent that any such loss, claim, damage or liability (or action in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement or any such preliminary prospectus, prospectus, issuer free writing prospectus or in any such amendment or supplement thereto or in any such permitted Issuer Information or Road Show Material in reliance upon and in conformity with written information furnished to Gores Holdings by the Sponsor or underwriter specifically for use in the preparation thereof.

(ii) In connection with any registration of any Registrable Securities under the Securities Act pursuant to the Agreement, the Sponsor shall indemnify and hold harmless (in the same manner and to the same extent as set forth in the preceding paragraph (i)) Gores Holdings, each officer of Gores Holdings who shall sign the Registration Statement, each underwriter, broker or other person acting on behalf of the Sponsor, each person who controls any of the foregoing persons within the meaning of the Securities Act and each other seller of Registrable

Securities under the Registration Statement with respect to any statement or omission from any preliminary prospectus included therein, any prospectus related thereto, any issuer free writing prospectus related thereto or in any amendment or supplement thereto or in any Road Show Material related thereto, if such statement or omission was made in reliance upon and in conformity with written information furnished to Gores Holdings or such underwriter by the Sponsor specifically for use in the preparation thereof; *provided, however*, that the maximum amount of liability in respect of such indemnification shall be limited, in the case of the Sponsor, to an amount equal to the gross proceeds actually received by it from the sale of Registrable Securities effected pursuant to such registration.

(iii) Indemnification similar to that specified in the foregoing paragraphs (i) and (ii) shall be given by Gores Holdings and the Sponsor (with such modifications as may be appropriate) with respect to any required registration or other qualification of the Sponsor's Registrable Securities under any Federal or state law or regulation of governmental authority other than the Securities Act.

(iv) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in the preceding paragraphs (i), (ii) and (iii), such indemnified party will, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action (*provided, however*, that an indemnified party's failure to give such notice in a timely manner shall only relieve the indemnification obligations of an indemnifying party to the extent such indemnifying party is materially prejudiced by such failure). In case any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof; *provided, however*, that if any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity agreement provided in this Annex II, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party and such indemnifying party shall reimburse such indemnified party and any person controlling such indemnified party for that portion of the fees and expenses of one counsel retained by the indemnified party which are reasonably related to the matters covered by the indemnity agreement provided in this Annex II.

(v) If the indemnification provided for in this Annex II is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage or liability referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage or liability as well as any other relevant equitable considerations;

provided, *however*, that the maximum amount of liability in respect of such contribution shall be limited, in the case of the Sponsor, to an amount equal to the gross proceeds actually received by it from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. No person guilty of fraud shall be entitled to indemnification or contribution hereunder.

(vi) The indemnification and contribution provided for under this Letter Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party and will survive the transfer of Registrable Securities.

Exhibit 10.2

August 12, 2016

Gores Holdings, Inc.
9800 Wilshire Blvd.
Beverly Hills, CA 90212

Re: Initial Public Offering

Gentlemen:

This letter (this "***Letter Agreement***") amends and restates that certain letter agreement, dated as of August 13, 2015, delivered to you in accordance with the Underwriting Agreement (the "***Underwriting Agreement***"), dated as of the same date, entered into by and between Gores Holdings, Inc., a Delaware corporation (the "***Company***"), and Deutsche Bank Securities Inc. (the "***Underwriter***"), relating to an underwritten initial public offering (the "***Public Offering***"), of 40,250,000 of the Company's units (including up to 5,250,000 units subject to an over-allotment option) (the "***Units***"), each comprised of one share of the Company's Class A common stock, par value $0.0001 per share (the "***Common Stock***"), and one warrant (each, a "***Warrant***"). Each Warrant entitles the holder thereof to purchase one-half of one share of Common Stock at a price of $5.75 per half share, subject to adjustment. The Units were sold in the Public Offering pursuant to a registration statement on Form S-1 and prospectus (the "***Prospectus***") filed by the Company with the Securities and Exchange Commission (the "***Commission***") and the Company applied to have the Units listed on the Nasdaq Capital Market. Certain capitalized terms used herein are defined in paragraph 11 hereof.

In order to induce the Company and the Underwriter to enter into the Underwriting Agreement and to proceed with the Public Offering and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gores Sponsor LLC (the "***Sponsor***") and the undersigned individuals, each of whom is a director or member of the Company's management team (each, an "***Insider***" and collectively, the "***Insiders***"), hereby agrees with the Company as follows:

1. The Sponsor and each Insider agrees that if the Company seeks stockholder approval of a proposed Business Combination, then in connection with such proposed Business Combination, it or he shall (i) vote any shares of Capital Stock owned by it or him in favor of any proposed Business Combination and (ii) not redeem any shares of Common Stock owned by it or him in connection with such stockholder approval.

2. The Sponsor and each Insider hereby agrees that in the event that the Company fails to consummate a Business Combination within 24 months from the closing of the Public Offering, or such later period approved by the Company's stockholders in accordance with the Company's amended and restated certificate of incorporation, the Sponsor and each Insider shall take all reasonable steps to cause the Company to (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than 10 business days thereafter, subject to lawfully available funds therefor, redeem 100% of the Common Stock sold as part of the Units in the Public Offering (the "***Offering Shares***"), at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest shall be net of taxes payable and less up to $50,000 of interest to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish all Public Stockholders' rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining stockholders and the Company's board of directors, dissolve and liquidate, subject in each case to the Company's obligations under Delaware law to provide for claims of creditors and other requirements of applicable law. The Sponsor and each Insider agrees to not propose any amendment to the Company's amended and restated certificate of incorporation that would affect the substance or timing of the Company's obligation to redeem 100% of the Offering Shares if the Company does not complete a Business Combination within 24 months from the closing of the Public Offering, unless the Company provides its public stockholders with the opportunity to redeem their shares of Common Stock upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest shall be net of taxes payable), divided by the number of then outstanding public shares.

The Sponsor and each Insider acknowledges that it or he has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Founder Shares held by it. The Sponsor and each Insider hereby further waives, with respect to any shares of Common Stock held by it or him, if any, any redemption rights it or he may have in connection with the consummation of a Business Combination, including, without limitation, any such rights available in the context of a stockholder vote to approve such Business Combination or in the context of a tender offer made by the Company to purchase shares of Common Stock (although the Sponsor and the Insiders shall be entitled to redemption and liquidation rights with respect to any shares of Common Stock it or they hold if the Company fails to consummate a Business Combination within 24 months from the date of the closing of the Public Offering).

3. Notwithstanding the provisions set forth in paragraphs 7(a) and (b) below, during the period commencing on the effective date of the Underwriting Agreement and ending 180 days after such date, the Sponsor and each Insider shall not, without the prior written consent of Deutsche Bank Securities Inc., (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, with respect to any Units, shares of Common Stock, Warrants or any securities convertible into, or exercisable, or exchangeable for, shares of Common Stock owned by it, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Units, shares of Common Stock, Warrants or any securities convertible into, or exercisable, or exchangeable for, shares of Common Stock owned by it, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction, including the filing of a registration statement, specified in clause (i) or (ii). Each of the Insiders and the Sponsor acknowledges and agrees that, prior to the effective date of any release or waiver, of the restrictions set forth in this paragraph 3 or paragraph 7 below, the Company shall announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if the release or waiver is effected solely to permit a transfer not for consideration and the transferee has agreed in writing to be bound by the same terms described in this Letter Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

4. In the event of the liquidation of the Trust Account, The Gores Group, LLC ("***Gores Group***") (which for purposes of clarification shall not extend to any other shareholders, members or managers of Gores Group) agrees to indemnify and hold harmless the Company against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, whether pending or threatened, or any claim whatsoever) to which the Company may become subject as a result of any claim by (i) any third party for services rendered or products sold to the Company or (ii) a prospective target business with which the Company has entered into an acquisition agreement (a "***Target***"); provided, however, that such indemnification of the Company by Gores Group shall apply only to the extent necessary to ensure that such claims by a third party for services rendered (other than the Company's independent public accountants and the Underwriter) or products sold to the Company or a Target do not reduce the amount of funds in the Trust Account to below (i) $10.00 per share of the Offering Shares or (ii) such lesser amount per share of the Offering Shares held in the Trust Account due to reductions in the value of the trust assets as of the date of the liquidation of the Trust Account, in each case, net of the amount of interest earned on the property in the Trust Account which may be withdrawn to pay taxes, except as to any claims by a third party who executed a waiver of any and all rights to seek access to the trust account and except as to any claims under the Company's indemnity of the Underwriter against certain liabilities, including liabilities under the Securities Act of 1933, as amended. In the event that any such executed waiver is deemed to be unenforceable against such third party, Gores Group shall not be responsible to the extent of any liability for such third party claims. Gores Group shall have the right to defend against any such claim with counsel of its choice reasonably satisfactory to the Company if, within 15 days following written receipt of notice of the claim to Gores Group, Gores Group notifies the Company in writing that it shall undertake such defense.

5. To the extent that the Underwriter does not exercise its over-allotment option to purchase up to an additional 5,250,000 shares of Common Stock within 45 days from the date of the Prospectus (and as further described in the Prospectus), the Sponsor agrees that it shall forfeit, at no cost, a number of Founder Shares in the aggregate equal to 1,312,500 multiplied by a fraction, (i) the numerator of which is 5,250,000 minus the number of shares of Common Stock purchased by the Underwriter upon the exercise of its over-allotment option, and (ii) the denominator of which is 5,250,000. The forfeiture will be adjusted to the extent that the over- allotment option is not exercised in full by the Underwriter so that the pre-offering stockholders will own an aggregate of 20.0% of the Company's issued and outstanding shares of Capital Stock after the Public Offering. The Initial Stockholders further agree that to the extent that the size of the Public Offering is increased or decreased, the Company will effect a stock dividend or share repurchase or contribution back to capital, as applicable, immediately prior to the consummation of the Public offering in such amount as to maintain the ownership of the Initial Stockholders prior to the Public Offering at 20.0% of its issued and outstanding shares of Capital Stock upon the consummation of the Public Offering. In connection with such increase or decrease in the size of the Public Offering, then (A) the references to 5,250,000 in the numerator and denominator of the formula in the first sentence of this paragraph shall be changed to a number equal to 15% of the number of shares included in the Units issued in the Public Offering and (B) the reference to 1,312,500 in the formula set forth in the immediately preceding sentence shall be adjusted to such number of Founder Shares that the Initial Stockholders would have to return to the Company in order to hold (with all of the pre-offering stockholders) an aggregate of 20.0% of the Company's issued and outstanding shares of Capital Stock after the Public Offering.

6. (a) The Sponsor and each Insider hereby agrees not to participate in the formation of, or become an officer or director of, any other blank check company until either the Company (i) enters into a definitive agreement regarding an initial Business Combination or (ii) has failed to complete an initial Business Combination within 24 months after the closing of the Public Offering; *provided*, that, in the case of clause (i), such other blank check company does not consummate its initial public offering prior to the consummation of such initial Business Combination.

(b) The Sponsor and each Insider hereby agrees and acknowledges that: (i) the Underwriter and the Company would be irreparably injured in the event of a breach by such Sponsor or Insider of its or his obligations under paragraphs 1, 2, 3, 4, 5, 6(a), 7(a), 7(b), and 9 of this Letter Agreement (ii) monetary damages may not be an adequate remedy for such breach and (iii) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity, in the event of such breach.

7. (a) The Sponsor and each Insider agrees that it or he shall not Transfer (as defined below) any Founder Shares (or shares of Common Stock issuable upon conversion thereof) until 180 days after the completion of the Company's initial Business Combination (the "***Founder Shares Lock-up Period***").

(b) The Sponsor and each Insider agrees that it or he shall not effectuate any Transfer of Private Placement Warrants or shares of Common Stock issued or issuable upon the conversion of the Private Placement Warrants, until 30 days after the completion of a Business Combination (the "***Private Placement Warrants Lock-up Period***", together with the Founder Shares Lock-up Period, the "***Lock-up Periods***").

(c) Notwithstanding the provisions set forth in paragraphs 7(a) and (b), Transfers of the Founder Shares, Private Placement Warrants and shares of Common Stock issued or issuable upon the exercise or conversion of the Private Placement Warrants or the Founder Shares and that are held by the Sponsor or its permitted transferees (that have complied with this paragraph 7(c)), are permitted (a) to the Company's officers or directors, any affiliates or family members of any of the Company's officers or directors, any members of the Sponsor, or any affiliates of the Sponsor; (b) in the case of an individual, transfers by gift to a member of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person, or to a charitable organization; (c) in the case of an individual, transfers by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, transfers pursuant to a qualified domestic relations order; (e) transfers by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the securities were originally purchased; (f) transfers in the event of the Company's liquidation prior to the completion of an initial Business Combination; (g) transfers by virtue of the laws of the State of Delaware or the Sponsor's limited liability company agreement upon dissolution of the Sponsor; and (h) in the event of the Company's completion of a liquidation, merger, stock exchange or other similar transaction which results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property subsequent to the completion of the Company's initial Business Combination; provided, however, that in the case of clauses (a) through (e), these permitted transferees must enter into a written agreement agreeing to be bound by the restrictions herein.

8. The Sponsor and each Insider represents and warrants that it or he has never been suspended or expelled from membership in any securities or commodities exchange or association or had a securities or commodities license or registration denied, suspended or revoked. Each Insider's biographical information furnished to the Company (including any such information included in the Prospectus) is true and accurate in all respects and does not omit any material information with respect to the undersigned's background. Each Insider's questionnaire furnished to the Company is true and accurate in all respects. Each Insider represents and warrants that: it is not subject to or a respondent in any legal action for, any injunction, cease-and-desist order or order or stipulation to desist or refrain from any act or practice relating to the offering of securities in any jurisdiction; it has never been convicted of, or pleaded guilty to, any crime (i) involving fraud, (ii) relating to any financial transaction or handling of funds of another person, or (iii) pertaining to any dealings in any securities and it is not currently a defendant in any such criminal proceeding.

9. Except as disclosed in the Prospectus, neither the Sponsor nor any Insider nor any affiliate of the Sponsor or any Insider, nor any director or officer of the Company, shall receive from the Company any finder's fee, reimbursement, consulting fee, monies in respect of any repayment of a loan or other compensation prior to, or in connection with any services rendered in order to effectuate the consummation of the Company's initial Business Combination (regardless of the type of transaction that it is), other than the following, none of which will be made from the proceeds held in the Trust Account prior to the completion of the initial Business Combination: repayment of a loan and advances of an aggregate of $150,000 made to the Company by the Sponsor; payment to an affiliate of the Sponsor for office space, utilities and secretarial support for a total of $10,000 per month; fees and expenses related to identifying, investigating and consummating an initial Business Combination (provided that no such payments become due or payable

prior to consummation of an initial Business Combination); and repayment of loans, if any, and on such terms as to be determined by the Company from time to time, made by the Sponsor or certain of the Company's officers and directors to finance transaction costs in connection with an intended initial Business Combination, *provided*, that, if the Company does not consummate an initial Business Combination, a portion of the working capital held outside the Trust Account may be used by the Company to repay such loaned amounts so long as no proceeds from the Trust Account are used for such repayment. Up to $1,500,000 of such loans may be convertible into warrants of the post Business Combination entity at a price of $0.50 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants.

10. The Sponsor and each Insider has full right and power, without violating any agreement to which it is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Letter Agreement and, as applicable, to serve as a director on the board of directors of the Company and hereby consents to being named in the Prospectus as a director of the Company.

11. As used herein, (i) "***Business Combination***" shall mean a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination, involving the Company and one or more businesses; (ii) "***Capital Stock***" shall mean, collectively, the Common Stock and the Founder Shares; (iii) "***Founder Shares***" shall mean the 10,062,500 shares of the Company's Class F common stock, par value $0.0001 per share initially issued to the Sponsor (or 8,750,000 shares if the over-allotment option is not exercised by the Underwriter) for an aggregate purchase price of $25,000, or $0.002 per share, prior to the consummation of the Public Offering; (iv) "***Initial Stockholders***" shall mean the Sponsor and any Insider that holds Founder Shares; (v) "***Private Placement Warrants***" shall mean the Warrants to purchase up to 18,000,000 shares of Common Stock of the Company (or 20,100,000 shares of Common Stock if the over-allotment option is exercised in full) that the Sponsor has agreed to purchase for an aggregate purchase price of $9,000,000 in the aggregate (or $10,050,000 if the over-allotment option is exercised in full), or $0.50 per Warrant, in a private placement that shall occur simultaneously with the consummation of the Public Offering; (vi) "***Public Stockholders***" shall mean the holders of securities issued in the Public Offering; (vii) "***Trust Account***" shall mean the trust fund into which a portion of the net proceeds of the Public Offering shall be deposited; and (viii) "***Transfer***" shall mean the (a) sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

12. This Letter 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 or the transactions contemplated hereby. This Letter 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.

13. No party hereto may assign either this Letter 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 Letter Agreement shall be binding on the Sponsor and Insiders and their respective successors, assigns and permitted transferees.

14. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

15. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter 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.

16. This Letter Agreement shall terminate on the earlier of (i) the expiration of the Lock-up Periods or (ii) the liquidation of the Company~~;~~provided, however, that this Letter Agreement shall earlier terminate in the event that the Public Offering is not consummated and closed by December 31, 2015; provided further that paragraph 4 of this Letter Agreement shall survive such liquidation.

[Signature Page follows]

Sincerely,

GORES SPONSOR LLC

By: AEG Holdings, LLC
Its: Managing Member

By: /s/ Alec Gores
Name: Alec Gores
Title: Officer

By: Platinum Equity, LLC
Its: Managing Member

By: /s/ Mary Ann Sigler
Name: Mary Ann Sigler
Title: Chief Financial Officer

By: /s/ Alec Gores
Name: Alec Gores

By: /s/ Mark Stone
Name: Mark Stone

By: /s/ Andrew McBride
Name: Andrew McBride

By: /s/ Kyle Wheeler
Name: Kyle Wheeler

By: /s/ Randy Bort
Name: Randy Bort

By: /s/ William Patton
Name: William Patton

By: /s/ Jeffrey Rea
Name: Jeffrey Rea

THE GORES GROUP, LLC
(solely for the purposes of paragraph 4 herein)

By: /s/ Alec Gores
Name: Alec Gores
Title: Authorized Signatory

Acknowledged and Agreed:

GORES HOLDINGS, INC.

By: /s/ Mark Stone
Name: Mark Stone
Title: Chief Executive Officer