

Resolute Energy Corp
Form SC 13D/A
October 21, 2009

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

Resolute Energy Corporation
(Name of Issuer)
Shares of Common Stock, par value \$0.0001 per share
(Title of Class of Securities)
76116A108
(CUSIP Number)
Thomas O. Hicks
100 Crescent Court, Suite 1200
Dallas, Texas 75201
(214) 740-7300
(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)
- with copies to -

James A. Deeken
Akin Gump Strauss
Hauer & Feld LLP
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201-4618
(214) 969-4788
October 19, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 (Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 76116A108

NAMES OF REPORTING PERSONS

1

HH-HACI GP, LLC

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (SEE INSTRUCTIONS)

4

SC, OO

CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Texas

SOLE VOTING POWER

7

NUMBER OF 430

SHARED VOTING POWER

SHARES BENEFICIALLY OWNED BY 8

301,913

SOLE DISPOSITIVE POWER

EACH REPORTING 9

PERSON 430

WITH SHARED DISPOSITIVE POWER

10

301,913

11

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

302,343

12

CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)

o

13

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.6%

14

TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

CUSIP No. 76116A108

NAMES OF REPORTING PERSONS

1

HH-HACI, L.P.

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (SEE INSTRUCTIONS)

4

SC, OO

CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Delaware

SOLE VOTING POWER

7

NUMBER OF 301,913

SHARED VOTING POWER

SHARES BENEFICIALLY OWNED BY 8

0

SOLE DISPOSITIVE POWER

EACH REPORTING 9

PERSON 301,913

WITH SHARED DISPOSITIVE POWER

10

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

301,913

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)

o

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.6%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

PN

CUSIP No. 76116A108

NAMES OF REPORTING PERSONS

1

Thomas O. Hicks

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (SEE INSTRUCTIONS)

4

SC, OO

CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

USA

SOLE VOTING POWER

7

NUMBER OF 7,200,301

SHARED VOTING POWER

SHARES BENEFICIALLY OWNED BY 8

2,836,622

SOLE DISPOSITIVE POWER

EACH REPORTING 9

PERSON 7,200,301

WITH SHARED DISPOSITIVE POWER

10

2,836,622

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

10,036,923

CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)

12

o

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

17.4%

TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

14

IN

AMENDMENT NO. 1 TO SCHEDULE 13D

This Amendment No. 1 to Schedule 13D (this *Amendment*) is being filed with the Securities and Exchange Commission (the *Commission*) on behalf of HH-HACI, L.P. (*HH LP*), HH-HACI GP, LLC, the general partner of HH LP (*HH LLC*), and Mr. Thomas O. Hicks, the sole member of HH LLC (the *Principal*, together with HH LP and HH LLC, the *Reporting Persons*) relating to (a) shares of common stock, par value \$0.0001 per share (*Common Stock*) of Resolute Energy Corporation, a Delaware corporation (the *Issuer*); (b) shares of Common Stock of the Issuer subject to forfeiture under certain conditions (*Earnout Shares*); (c) Founder's Warrants of the Issuer (*Founder's Warrants*), each of which is exercisable for one share of Common Stock; and (d) Sponsor's Warrants of the Issuer (*Sponsor's Warrants*), each of which is exercisable for one share of Common Stock. This Amendment modified the original Schedule 13D filed on October 5, 2009 (the *Original 13D*).

Item 4. Purpose of the Transaction

Item 4 of the Original 13D is hereby amended and restated as below:

On August 2, 2009, HACI entered into that certain Purchase and IPO Reorganization Agreement (the *Acquisition Agreement*), by and among HACI, the Issuer, Resolute Subsidiary Corporation, Resolute Aneth, LLC, Resolute Holdings, LLC, Resolute Holdings Sub, LLC (*Seller*), and HH LP (amended by a letter agreement dated as of September 9, 2009, and filed with the Commission as part of the Issuer's Form S-4/A on September 14, 2009), pursuant to which, through a series of transactions, HACI's stockholders acquired a majority of the outstanding Common Stock (the *Acquisition*).

As a result of the Acquisition, (i) 4,508,000 shares of HACI Common Stock previously held by HH LP have been converted into 4,508,000 shares of Common Stock; (ii) 1,827,700 shares of HACI Common Stock previously held by HH LP have been converted into 1,827,700 shares of Common Stock subject to forfeiture unless at any time prior to five years from the closing of the Acquisition, either (a) the closing sale price of the Common Stock exceeds \$15.00 per share for 20 trading days in any 30 trading day period beginning 90 days after the closing of the Acquisition, or (b) a Change in Control Event (defined in the Issuer's 2009 Performance Incentive Plan) occurs in which Common Stock is valued at greater than \$15.00 per share; until forfeited, such shares will vote but will not participate in dividends and distributions (the *Earnout Shares*); (iii) 9,016,000 HACI Founder's Warrants previously held by HH LP have been converted into 9,016,000 Founder's Warrants; and (iv) 4,666,667 HACI Sponsor's Warrants previously held by HH LP have been converted into 4,666,667 Sponsor's Warrants.

Each of William H. Cunningham (a director of HACI), Thomas O. Hicks, Jr. (the secretary and a vice president of HACI), and Robert M. Swartz (a senior vice president of HACI) are directors of the Issuer, all in accordance with the Acquisition Agreement.

HH LP disposed some of the Common Stock, Earnout Shares, Founder's Warrants and Sponsor's Warrants described above through in-kind distributions to the partners of HH LP on October 19, 2009, and may distribute the remaining to certain partners of HH LP at a later date.

Item 5. Interest in Securities of the Issuer

Item 5 of the Original 13D is hereby amended and restated as below:

According to information provided by the Issuer in its communications with the Issuer, as of the date hereof there are 53,154,783 shares of Common Stock issued and outstanding.

(a) (i) As of the date hereof, HH LP beneficially owns 301,913 shares of Common Stock held by HH LP, which represents 0.6% of the Issuer's outstanding shares of Common Stock. These 301,913 shares of Common Stock include Earnout Shares, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

(ii) As of the date hereof, HH LLC, the general partner of HH LP, beneficially owns 302,343 shares of Common Stock, which represents 0.6% of the Issuer's outstanding shares of Common Stock. These 302,343 shares of Common Stock include 430 shares of Common Stock held by HH LLC, and 301,913 shares of Common Stock held by HH LP. These 302,343 shares of Common Stock include Earnout Shares, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

(iii) As of the date hereof, the Principal, the sole member of HH LLC, which is the general partner of HH LP, beneficially owns 10,036,923 shares of Common Stock, which represents 17.4% of the Issuer's outstanding shares of Common Stock (including 4,666,667 Sponsor's Warrants outstanding and beneficially owned by the Principal).

These 10,036,923 shares of Common Stock include 7,200,301 shares of Common Stock held by the Principal, 430 shares of Common Stock held by HH LLC, 301,913 shares of Common Stock held by HH LP, and 2,534,279 shares of Common Stock held by the Principal's charitable foundation and estate planning entities for the Principal's family. These 10,036,923 shares of Common Stock include Earnout Shares and Common Stock that would be issuable upon the exercise of Sponsor's Warrants, which are exercisable after the closing of the Acquisition if certain conditions (described in Item 6) are satisfied, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

The filing of this statement on Schedule 13D Amendment 1 shall not be construed as an admission, for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, that (i) either the Principal or HH LLC is the beneficial owner of any of the shares of Common Stock owned by HH LP, or (ii) the Principal is the beneficial owner of any of the shares of Common Stock owned by HH LLC, the Principal's charitable foundation, or estate planning entities for the Principal's family. Each of the Principal and HH LLC disclaim beneficial ownership of any shares of Common Stock in which they do not have a pecuniary interest.

(b) (i) HH LP has the sole power to vote and dispose of the aggregate of 301,913 shares of Common Stock it holds. These 301,913 shares of Common Stock include Earnout Shares, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

(ii) HH LLC has the shared power to vote and dispose of the aggregate of 301,913 shares of Common Stock held by HH LP. These 301,913 shares of Common Stock include Earnout Shares, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

HH LLC has the sole power to vote and dispose of the aggregate of 430 shares of Common Stock held by HH LLC. These 430 shares of Common Stock include Earnout Shares, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

(iii) The Principal has the shared power to vote and dispose of the aggregate of 2,836,622 shares of Common Stock, which include 430 shares of Common Stock held by HH LLC, 301,913 shares of Common Stock held by HH LP, and 2,534,279 shares of Common Stock held by the Principal's charitable foundation and estate planning entities for the Principal's family. These 2,836,622 shares of Common Stock include Earnout Shares, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

The Principal has the sole power to vote and dispose of the aggregate of 7,200,301 shares of Common Stock held by the Principal. These 7,200,301 shares of Common Stock include Earnout Shares and Common Stock that would be issuable upon the exercise of Sponsor's Warrants, which are exercisable after the closing of the Acquisition if certain conditions (described in Item 6) are satisfied, but exclude Common Stock that would be issuable upon the exercise of Founder's Warrants, which are not exercisable until, among other conditions, the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition.

(c) The table attached hereto as Annex A lists all transactions in the Common Stock during the past sixty (60) days by HH LP and the Principal, and, through the above relationships, HH LLC. Annex A is hereby incorporated by reference.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Original 13D is hereby amended and restated as below:

Founder s Warrants

HH LP holds 429,636 Founder s Warrants. HH LLC holds 613 Founder s Warrants. The Principal holds 3,605,481 Founder s Warrants. The Principal s charitable foundation and estate planning entities for the Principal s family hold 3,606,400 Founder s Warrants. Each Founder s Warrant entitles the holder to purchase one share of Common Stock of the Issuer at a price of \$13.00 per share, subject to adjustment, commencing any time after the last sale price of Common Stock exceeds \$13.75 for any 20 days within any 30 day trading period beginning 90 days after the closing of the Acquisition and shall end on the date that is 5 years from the closing of the Acquisition. However, Founder s Warrants will be exercisable only if a registration statement relating to the Common Stock issuable upon exercise of the warrants is effective and current.

Founder s Warrants (a) other than Founder s Warrants held by Seller, may not be sold or transferred except to permitted transferees until 180 days after the closing of the Acquisition; (b) will not be redeemable by the Issuer so long as they are held by HH LP, certain other parties, Seller, or their permitted transferees; and (c) may be exercised at the option of the holder on a cashless basis.

Subject to the limitations above, the Issuer may call Founder s Warrants for redemption, in whole and not in part, at a price of \$0.01 per Founder s Warrant, upon not less than 30 days prior written notice of redemption to each Founder s Warrant holder, at any time after such Founder s Warrants have become exercisable, if, and only if, (a) the last sale price has equaled or exceeded \$18.00 per share for any 20 trading days within a 30-trading-day period ending on the third business day prior to the notice of redemption to Founder s Warrant holders and (b) at all times between the date of such notice of redemption and the redemption date a registration statement is in effect covering the Common Stock issuable upon exercise of the Founder s Warrants and a current prospectus relating to those Common Stock is available.

Sponsor s Warrants

The Principal holds 4,666,667 Sponsor s Warrants. Each Sponsor s Warrant entitles the holder to purchase one share of Common Stock of the Issuer at a price of \$13.00 per share, subject to adjustment, commencing any time after the closing of the Acquisition and shall end on the date that is five years from the closing of the Acquisition. However, Sponsor s Warrants will be exercisable only if a registration statement relating to the Common Stock issuable upon exercise of the warrants is effective and current.

Sponsor's Warrants (a) other than Sponsor's Warrants held by Seller, may not be sold or transferred except to permitted transferees until 180 days after the closing of the Acquisition; (b) will not be redeemable by the Issuer so long as they are held by HH LP, Seller, or their permitted transferees; and (c) may be exercised at the option of the holder on a cashless basis.

Subject to the limitations above, the Issuer may call Sponsor's Warrants for redemption, in whole and not in part, at a price of \$0.01 per Sponsor's Warrant, upon not less than 30 days' prior written notice of redemption to each Sponsor's Warrant holder, at any time after such Sponsor's Warrants have become exercisable, if, and only if, (a) the last sale price has equaled or exceeded \$18.00 per share for any 20 trading days within a 30-trading-day period ending on the third business day prior to the notice of redemption to Sponsor's Warrant holders and (b) at all times between the date of such notice of redemption and the redemption date a registration statement is in effect covering the Common Stock issuable upon exercise of the Sponsor's Warrants and a current prospectus relating to those Common Stock is available.

Registration Rights Agreement

The Issuer entered into a registration rights agreement (*Registration Rights Agreement*) pursuant to which it may be required to register shares of Common Stock (including Earnout Shares), Founder's Warrants (and the Common Stock to be purchased pursuant to such Founder's Warrants), Sponsor's Warrants (and the Common Stock to be purchased pursuant to such Sponsor's Warrants) held by the Reporting Persons through demand registration, piggy-back registration, or registration on shelf registration statement, subject to certain conditions in such Registration Rights Agreement.

2007 Letter Agreement

HACI, Citigroup Global Markets Inc., HH LP and Thomas O. Hicks entered into a letter agreement dated as of September 26, 2007 (*2007 Letter Agreement*). According to the 2007 Letter Agreement, Common Stock, Earnout Shares, Founder's Warrants and Sponsor's Warrants (collectively, *Issuer Securities*) received by HH LP are subject to the following restrictions: until 180 days after the completion of the Acquisition (the *Lock-Up Period*), HH LP cannot (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 with respect to Issuer Securities received by HH LP (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 of the Issuer Securities received by HH LP or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). However, the Lock-Up Period does not apply if the transfer of Issuer Securities by HH LP is to certain permitted transferees, including to HACI officers or directors, any affiliates or family members of any HACI officers or directors or any affiliates of HH LP, provided that the permitted transferee signs a written agreement to be bound by the terms and conditions of the 2007 Letter Agreement.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: October 21, 2009

HH-HACI, L.P.

By: HH-HACI GP, LLC, its general partner

By: /s/ Joseph B. Armes
Joseph B. Armes on behalf of Thomas
O. Hicks, sole member

HH-HACI GP, LLC

By: /s/ Joseph B. Armes
Joseph B. Armes on behalf of Thomas
O. Hicks, sole member

By: /s/ Joseph B. Armes
Joseph B. Armes on behalf of Thomas
O. Hicks

Annex A
HH-HACI, L.P.

Date	Type of Shares Distributed	Number of Shares Distributed	Price Per Share (in-kind distribution without consideration)
10/19/2009	Common Stock	4,293,180	\$0
10/19/2009	Earnout Shares	1,740,607	\$0

Date	Type of Warrants Distributed	Number of Warrants Distributed	Price Per Warrant (in-kind distribution without consideration)
10/19/2009	Founder s Warrants	8,586,364	\$0
10/19/2009	Sponsor s Warrants	4,666,667	\$0

HH-HACI, GP, LLC

Date	Type of Shares Received	Number of Shares Received	Price Per Share (in-kind distribution without consideration)
10/19/2009	Common Stock	306	\$0
10/19/2009	Earnout Shares	124	\$0

Date	Type of Warrants Received	Number of Warrants Received	Price Per Warrant (in-kind distribution without consideration)
10/19/2009	Founder s Warrants	613	\$0
10/19/2009	Sponsor s Warrants	0	\$0

Thomas O. Hicks

Date	Type of Shares Received	Number of Shares Received	Price Per Share (in-kind distribution without consideration)
10/19/2009	Common Stock	1,802,740	\$0
10/19/2009	Earnout Shares	730,894	\$0

Date	Type of Warrants Received	Number of Warrants Received	Price Per Warrant (in-kind distribution without consideration)
10/19/2009	Founder s Warrants	3,605,481	\$0
10/19/2009	Sponsor s Warrants	4,666,667	\$0

Thomas O. Hicks Charitable Foundation and Estate Planning Entities for His Family

Date	Type of Shares Received	Number of Shares Received	Price Per Share (in-kind distribution without consideration)
10/19/2009	Common Stock	1,803,200	\$0
10/19/2009	Earnout Shares	731,079	\$0

Date	Type of Warrants Received	Number of Warrants Received	Price Per Warrant (in-kind distribution without consideration)
10/19/2009	Founder s Warrants	3,606,400	\$0
10/19/2009	Sponsor s Warrants	0	\$0