UNIVERSAL STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 2
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Gores Holdings III, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of Incorporation or Organization) 6770 (Primary Standard Industrial Classification Code Number) 82-3173473 (I.R.S. Employer Identification Number)

9800 Wilshire Blvd.
Beverly Hills, CA 90212
(310) 209-3010
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Alec Gores
Chairman
9800 Wilshire Blvd.
Beverly Hills, CA 90212
Telephone: (310) 209-3010
Facsimile: (310) 209-3310
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:
Heather L. Emmel, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Tel: (212) 310-8000
Fax: (212) 310-8007

Paul D. Tropp, Esq.
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Tel: (212) 596-9000
Fax: (212) 56-9090

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the
Securities Act of 1933 check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities
Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

- Large accelerated filer ☐
- Accelerated filer ☐
- Non-accelerated filer ☒
- Smaller reporting company ☐
- Emerging growth company ☐

(Do not check if a smaller reporting 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. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.
EXPLANATORY NOTE

The sole purpose of this amendment is to file certain exhibits to the registration statement as indicated in the exhibit index of this amendment, which is incorporated by reference into Item 16(a) of Part II of the Registration Statement. No change is made to the preliminary prospectus constituting Part I of the registration statement or Items 13, 14, 15, 16(b) or 17 of Part II of the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note, Item 16(a) of Part II, the signatures and the exhibit index of the registration statement.


Exhibits. The list of exhibits following the signature page of this registration statement is incorporated herein by reference.
<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Form of Underwriting Agreement.*</td>
</tr>
<tr>
<td>3.1</td>
<td>Certificate of Incorporation.*</td>
</tr>
<tr>
<td>3.2</td>
<td>Form of Amended and Restated Certificate of Incorporation.*</td>
</tr>
<tr>
<td>3.3</td>
<td>Bylaws.*</td>
</tr>
<tr>
<td>4.1</td>
<td>Specimen Unit Certificate.*</td>
</tr>
<tr>
<td>4.2</td>
<td>Specimen Class A Common Stock Certificate.*</td>
</tr>
<tr>
<td>4.3</td>
<td>Specimen Warrant Certificate.*</td>
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<tr>
<td>4.4</td>
<td>Form of Warrant Agreement between Continental Stock Transfer &amp; Trust Company and the Registrant.*</td>
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<tr>
<td>5.1</td>
<td>Opinion of Weil, Gotshal &amp; Manges LLP.*</td>
</tr>
<tr>
<td>10.1</td>
<td>Second Amended and Restated Promissory Note, dated August 30, 2018, issued to Gores Sponsor III LLC.**</td>
</tr>
<tr>
<td>10.2</td>
<td>Form of Letter Agreement among The Gores Group, LLC, the Registrant and its officers and directors and Gores Sponsor III LLC.*</td>
</tr>
<tr>
<td>10.3</td>
<td>Form of Investment Management Trust Agreement between Continental Stock Transfer &amp; Trust Company and the Registrant.*</td>
</tr>
<tr>
<td>10.4</td>
<td>Form of Registration Rights Agreement among the Registrant and certain security holders.*</td>
</tr>
<tr>
<td>10.5</td>
<td>Securities Subscription Agreement, dated November 3, 2017, between the Registrant and Gores Sponsor III LLC.*</td>
</tr>
<tr>
<td>10.6</td>
<td>Form of Sponsor Warrants Purchase Agreement between the Registrant and Gores Sponsor III LLC.*</td>
</tr>
<tr>
<td>10.7</td>
<td>Form of Indemnity Agreement.*</td>
</tr>
<tr>
<td>10.8</td>
<td>Form of Administrative Services Agreement between the Registrant and Gores Group, LLC.*</td>
</tr>
<tr>
<td>14.1</td>
<td>Form of Code of Ethics.*</td>
</tr>
<tr>
<td>23.1</td>
<td>Consent of KPMG LLP.*</td>
</tr>
<tr>
<td>23.2</td>
<td>Consent of Weil, Gotshal &amp; Manges LLP (to be included in Exhibit 5.1).*</td>
</tr>
<tr>
<td>24.1</td>
<td>Power of Attorney.*</td>
</tr>
<tr>
<td>99.1</td>
<td>Form of Audit Committee Charter.*</td>
</tr>
<tr>
<td>99.2</td>
<td>Form of Compensation Committee Charter.*</td>
</tr>
<tr>
<td>99.3</td>
<td>Consent of Randall Bort.*</td>
</tr>
<tr>
<td>99.4</td>
<td>Consent of William Patton.*</td>
</tr>
<tr>
<td>99.5</td>
<td>Consent of Jeffrey Rea.*</td>
</tr>
</tbody>
</table>

* Previously filed
** Filed herewith
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this amendment to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Beverly Hills, State of California, on the 30th day of August, 2018.

GORES HOLDINGS III, INC.

By:  /s/ ANDREW MCBRIDE
Andrew McBride
Chief Financial Officer and Secretary

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this amendment to the Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>*</td>
<td>Chief Executive Officer (Principal Executive Officer)</td>
<td>August 30, 2018</td>
</tr>
<tr>
<td>Mark R. Stone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ ANDREW MCBRIDE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Andrew McBride</td>
<td>Chief Financial Officer and Secretary</td>
<td>August 30, 2018</td>
</tr>
<tr>
<td>*</td>
<td>Principal Financial and Accounting Officer</td>
<td></td>
</tr>
<tr>
<td>Alec Gores</td>
<td>Director</td>
<td>August 30, 2018</td>
</tr>
<tr>
<td>*By:</td>
<td>/s/ ANDREW MCBRIDE</td>
<td>August 30, 2018</td>
</tr>
<tr>
<td></td>
<td>Attorney-in-Fact</td>
<td></td>
</tr>
</tbody>
</table>
SECOND AMENDED AND RESTATED PROMISSORY NOTE

Principal Amount: $300,000

Dated as of August 30, 2018

New York, New York

THIS SECOND AMENDED AND RESTATED PROMISSORY NOTE (this “Note”) is made as of this 30th day of August, 2018, by Gores Holdings III, Inc., a Delaware corporation (the “Maker”), in favor of Gores Sponsor III LLC or its registered assigns or successors in interest (the “Payee”).

RECITALS

WHEREAS, on November 3, 2017, the Maker issued a promissory note in favor of the Payee in an aggregate principal amount of up to Three Hundred Thousand Dollars ($300,000) (the “Original Note”), and on November 3, 2017, the Maker borrowed One Hundred Fifty Thousand Dollars ($150,000) thereunder (the “Initial Borrowing”), leaving an additional One Hundred Fifty Thousand Dollars ($150,000) aggregate principal amount available for borrowing as of the date hereof;

WHEREAS, the entire unpaid principal balance under the Original Note was due and payable by the Maker to the Payee on April 30, 2018 in accordance with Section 1 of the Original Note;

WHEREAS, the Maker and Payee amended and restated the Original Note to extend the maturity date of the Original Note in accordance with Section 13 of the Original Note (the “Amended Note”); and

WHEREAS, the Maker and the Payee desire to amend and restate the Amended Note and to extend the maturity date of the Amended Note in accordance with Section 13 of the Amended Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Amended Note is hereby further amended and restated as follows:

1. Principal.

   (a) Payment. The Maker promises to pay to the order of the Payee, or order, the principal sum of Three Hundred Thousand Dollars ($300,000) or such lesser amount as shall have been advanced by Payee to Maker and shall remain unpaid under this Note on the Maturity Date (as defined below) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by check or wire transfer of immediately available funds or as otherwise determined by the Maker to such account as the Payee may from time to time designate by written notice in accordance with the provisions of this Note.

   (b) Maturity. The entire unpaid principal balance of this Note shall be payable on the earlier of: (i) November 30, 2018, or (ii) the date on which Maker consummates an initial public offering of its securities (such earlier date, the “Maturity Date”). The principal balance may be prepaid at any time. Under no circumstances shall any individual, including but not limited to any officer, director, employee or shareholder of the Maker, be obligated personally for any obligations or liabilities of the Maker hereunder.
2. **Drawdown Requests.** Maker and Payee agree that Maker may request, from time to time, up to Three Hundred Thousand Dollars ($300,000) in drawdowns under this Note to be used for costs and expenses related to Maker’s formation and the proposed initial public offering of its securities (the “IPO”). As of the date hereof, the full amount of the Initial Borrowing remains outstanding hereunder. Additional principal of this Note may be drawn down from time to time prior to the Maturity Date upon written request from Maker to Payee (each, a “Drawdown Request”). Each Drawdown Request must state the amount to be drawn down, and must not be an amount less than Ten Thousand Dollars ($10,000). Payee shall fund each Drawdown Request no later than three (3) business days after receipt of a Drawdown Request; provided, however, that the maximum amount of drawdowns outstanding under this Note at any time may not exceed Three Hundred Thousand Dollars ($300,000). No fees, payments or other amounts shall be due to Payee in connection with, or as a result of, any Drawdown Request by Maker.

3. **Interest.** No interest shall accrue on the unpaid principal balance of this Note.

4. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney’s fees, then to the payment in full of any late charges and finally to the reduction of the unpaid principal balance of this Note.

5. **Events of Default.** The following shall constitute an event of default (“Event of Default”):

   (a) **Failure to Make Required Payments.** Failure by Maker to pay the principal amount due pursuant to this Note within five (5) business days of the date specified above.

   (b) **Voluntary Bankruptcy, Etc.** The commencement by Maker of a voluntary case under any applicable bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

   (c) **Involuntary Bankruptcy, Etc.** The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

6. **Remedies.**

   (a) Upon the occurrence of an Event of Default specified in Section 5(a) hereof, Payee may, by written notice to Maker, declare this Note to be due immediately and payable, whereupon the unpaid principal amount of this Note, and all other amounts payable hereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

   (b) Upon the occurrence of an Event of Default specified in Sections 5(b) or 5(c), the unpaid principal balance of this Note, and all other sums payable with regard to this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.
7. **Waivers.** Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

8. **Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker’s liability hereunder.

9. **Notices.** All notices, statements or other documents which are required or contemplated by this Agreement shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party and (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

10. **Construction.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF.

11. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Trust Waiver.** Notwithstanding anything herein to the contrary, the Payee hereby waives any and all right, title, interest or claim of any kind ("Claim") in or to any distribution of or from the trust account to be established in which the proceeds of the IPO conducted by the Maker (including the deferred underwriters discounts and commissions) and the proceeds of the sale of the warrants issued in a private placement to occur prior to the consummation of the IPO are to be deposited, as described in greater detail in the registration statement and prospectus to be filed with the Securities and Exchange Commission in connection with the IPO, and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the trust account for any reason whatsoever.

13. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of the Maker and the Payee.
14. **Assignment.** No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.

[Signature page follows]
IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the day and year first above written.

Gores Holdings III, Inc.

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

Acknowledged and Agreed to as of the date first written above.

GORES SPONSOR III LLC

By:  /s/ Alec Gores
Name:  AEG Holdings, LLC
Title:  Manager