

PRIMO WATER CORP /CN/

FORM 8-K (Current report filing)

Filed 08/10/10 for the Period Ending 08/09/10

Address	4221 W. BOY SCOUT BLVD. SUITE 400 TAMPA, FL, 33607
Telephone	813-313-1732
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Industry	Non-Alcoholic Beverages
Sector	Consumer Non-Cyclicals
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**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 9, 2010

Cott Corporation

(Exact name of registrant as specified in its charter)

Canada
(State or other jurisdiction
of incorporation)

001-31410
(Commission
File Number)

98-0154711
(IRS Employer
Identification No.)

6525 Viscount Road
Mississauga, Ontario, Canada

L4V1H6

5519 West Idlewild Avenue
Tampa, Florida, United States
(Address of Principal Executive Offices)

33634
(Zip Code)

Registrant's telephone number, including area code: **(905) 672-1900**
(813) 313-1800

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 9, 2010, Cott Corporation (the “Company”) entered into a Common Share Option Cancellation and Forfeiture Agreement (the “Option Cancellation Agreement”) with Jerry Fowden, the Company’s Chief Executive Officer, pursuant to which the Company and Mr. Fowden agreed to cancel a stock option granted to Mr. Fowden on February 18, 2010 to purchase 250,000 common shares of the Company (the “2010 Option”). Such cancellation will become effective as of the earlier to occur of (i) the date that the Company obtains all approvals of the Option Cancellation Agreement and the transactions contemplated thereby, if any, required by applicable regulations, or (ii) the date on which the Company determines that such approval is not necessary (such date, the “Option Cancellation Effective Date”). Additionally, Mr. Fowden agreed to forfeit his right under his employment agreement to receive a grant of an option to purchase 250,000 common shares of the Company on February 18, 2011 (the “2011 Option”), effective as of the Option Cancellation Effective Date. The option granted to Mr. Fowden in 2009 that vested in 2010 was unaffected by the Option Cancellation Agreement and remains outstanding.

On August 10, 2010, the Company entered into a Stock Appreciation Right Cancellation Agreement (the “SAR Cancellation Agreement”) with Neal Cravens, the Company’s Chief Financial Officer, pursuant to which the Company and Mr. Cravens agreed to cancel a stock appreciation right equivalent to 100,000 common shares of the Company previously granted to Mr. Cravens (the “SAR”). Such cancellation is effective as of the earlier to occur of (i) the date that the Company obtains all approvals of the SAR Cancellation Agreement and the transactions contemplated thereby, if any, required by applicable regulations, or (ii) the date on which the Company determines that such approval is not necessary.

The Company entered into these arrangements with Mr. Fowden and Mr. Cravens in order to transition them to the Company’s 2010 Equity Incentive Plan, which was approved by shareholders on May 4, 2010. Future grants to these and other executive officers are expected to be governed by the terms of such plan.

The foregoing descriptions of the Option Cancellation Agreement and the SAR Cancellation Agreement are qualified in their entirety by reference to the Option Cancellation Agreement and the SAR Cancellation Agreement, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Common Share Option Cancellation and Forfeiture Agreement between Jerry Fowden and Cott Corporation, dated August 9, 2010.
10.2	Stock Appreciation Right Cancellation Agreement between Neal Cravens and Cott Corporation, dated August 10, 2010.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Cott Corporation
(Registrant)

August 10, 2010

By: /s/ Marni Morgan Poe
Marni Morgan Poe
Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Common Share Option Cancellation and Forfeiture Agreement between Jerry Fowden and Cott Corporation, dated August 9, 2010.
10.2	Stock Appreciation Right Cancellation Agreement between Neal Cravens and Cott Corporation, dated August 10, 2010.

COMMON SHARE OPTION CANCELLATION AND FORFEITURE AGREEMENT

This Common Share Option Cancellation, Forfeiture Agreement (hereinafter "Agreement"), dated as of August 9, 2010, and effective as of the Effective Date (as defined herein), is made between Cott Corporation (the "Company") and Jerry Fowden (the "Optionee").

WHEREAS, pursuant to that certain Employment Offer Letter, dated as of February 18, 2009, between the Company and the Optionee (the "Employment Agreement"), the Company granted an option to the Optionee to purchase 250,000 common shares of the Company ("Common Shares") on February 18, 2010 (the "2010 Option"); and the Company is required to grant an option to the Optionee to purchase 250,000 Common Shares on February 18, 2011 (the "2011 Option"), each pursuant to the terms of the Restated 1986 Common Share Option Plan (the "1986 Option Plan"); and

WHEREAS, 62,500 Common Shares of the 2010 Option have vested and additional Common Shares of the 2010 Option or the 2011 Option may vest prior to the Effective Date; and

WHEREAS, the Optionee has requested that the Company cancel the 2010 Option, the Optionee desires to forfeit the 2011 Option and all rights thereunder, and the Company has agreed to such cancellation and forfeiture, effective as of the Effective Date.

NOW, THEREFORE, the Company and the Optionee agree as follows:

1. Option Cancellation and Forfeiture. The 2010 Option is hereby cancelled, effective as of the Effective Date. Upon such cancellation, the Optionee shall have no further rights to exercise the 2010 Option or to acquire Common Shares pursuant to the 2010 Option. Such cancellation shall include the cancellation of the 62,500 Common Shares of the 2010 Option that have vested and shall also include the cancellation of additional Common Shares of the 2010 Option or the 2011 Option that may vest prior to the Effective Date. The Optionee hereby agrees to forfeit, effective as of the Effective Date, his right to receive the 2011 Option under the Employment Agreement and the 1986 Option Plan. Upon such forfeiture, the Optionee shall have no further rights to exercise the 2011 Option or to acquire Common Shares pursuant to the 2011 Option. The cancellation and forfeiture set forth in this Section 1 shall not affect the option to purchase 250,000 Common Shares granted by the Company to the Optionee on February 18, 2009 pursuant to the Employment Agreement.

2. Cancellation and Forfeiture Payment. As a payment in lieu of whatever benefits, if any, to which the Optionee may be entitled under the 2010 Option or the 2011 Option, and in exchange for the release of claims and covenants contained herein, the Company shall pay the Optionee the amount of \$1 on the Effective Date.

3. Optionee Release. Performance by the Company under this Agreement and the delivery of the good and valuable consideration described herein is conditioned upon the Optionee executing and delivering on the Effective Date a Waiver and Release in the form attached hereto as Exhibit A.

4. Effective Date. As used in this Agreement, "Effective Date" shall mean the earlier to occur of (i) the date that the Company obtains all approvals of this Agreement and the transactions contemplated hereby, if any, required by applicable regulations, or (ii) the date on which the Company determines that such approval is not necessary.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Company and the Optionee and their respective successors, heirs, and legal representatives. The Optionee's signature below on this Agreement affirms that he has read and understands all provisions of this Agreement and agrees to comply with all terms hereof.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Company and the Optionee and contains all the agreements between them with respect to the subject matter hereof; provided, however, that except to the extent set forth herein, this Agreement shall not affect any other

agreements existing between the Company and the Optionee, including but not limited to the Employment Agreement, and provided further that, notwithstanding anything to the contrary herein, the Optionee shall remain eligible to receive future equity compensation awards from the Company.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to principles of conflict of laws.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day, month and year first set forth above.

COMPANY:

Cott Corporation

By: /s/ Michael Creamer

Name: Michael Creamer

Its: Vice President - People

By: /s/ Marni Morgan Poe

Name: Marni Morgan Poe

Its: Vice President, General Counsel and Secretary

OPTIONEE:

Jerry Fowden

By: /s/ Jerry Fowden

Name: Jerry Fowden

Exhibit A

WAIVER AND RELEASE

Pursuant to that certain Common Share Option Cancellation and Forfeiture Agreement between the undersigned Optionee and Cott Corporation (the "Company") dated as of __, 2010 (the "Agreement"), Optionee has agreed as a condition of the Company's performance under the Agreement to execute and deliver this Waiver and Release. For good and valuable consideration under the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Optionee hereby waives his rights under, and releases and discharges fully and forever the Company and its officers, directors and shareholders and each of its and their predecessors and successors from any and all present or future claims, demands, and causes of action arising from or in connection with, the 2010 Option or the 2011 Option, as such terms are defined in the Agreement.

Date: _____

OPTIONEE:

Jerry Fowden

By: _____
Name: Jerry Fowden

STOCK APPRECIATION RIGHT CANCELLATION AGREEMENT

This Stock Appreciation Right Cancellation Agreement (hereinafter "Agreement"), dated as of August 10, 2010, and effective as of the Effective Date (as defined herein), is made between Cott Corporation (the "Company") and Neal Cravens (the "Grantee").

WHEREAS, pursuant to that certain Offer Letter, dated as of August 19, 2009, between the Company and the Grantee (the "Offer Letter"), the Company granted a stock appreciation right equivalent to 100,000 common shares of Cott (the "SAR Award") which vests in equal installments on September 8, 2010, 2011, and 2012, pursuant to the terms of the Company's Amended and Restated Share Appreciation Rights Plan dated June 25, 2007;

WHEREAS, one-third of the SAR Award has vested and additional installments of the SAR Award may vest prior to the Effective Date; and

WHEREAS, the Grantee has requested that the Company cancel the SAR Award and all rights thereunder, and the Company has agreed to such cancellation, effective as of the Effective Date.

NOW, THEREFORE, the Company and the Grantee agree as follows:

1. SAR Award Cancellation. The SAR Award is hereby cancelled, effective as of the Effective Date. Upon such cancellation, the Grantee shall have no further rights to exercise the SAR Award or to receive Company common shares pursuant to the SAR Award. Such cancellation shall include the cancellation of the one-third portion of the SAR Award that has vested and shall also include the cancellation of additional installments of the SAR Award that may vest prior to the Effective Date.

2. Cancellation Payment. As a payment in lieu of whatever benefits, if any, to which the Grantee may be entitled under the SAR Award, and in exchange for the release of claims and covenants contained herein, the Company shall pay the Grantee the amount of \$1 on the Effective Date.

3. Grantee Release. Performance by the Company under this Agreement and the delivery of the good and valuable consideration described herein is conditioned upon the Grantee executing and delivering on the Effective Date a Waiver and Release in the form attached hereto as Exhibit A.

4. Effective Date. As used in this Agreement, "Effective Date" shall mean the earlier to occur of (i) the date that the Company obtains all approvals of this Agreement and the transactions contemplated hereby, if any, required by applicable regulations, or (ii) the date on which the Company determines that such approval is not necessary.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Company and the Grantee and their respective successors, heirs, and legal representatives. The Grantee's signature below on this Agreement affirms that he has read and understands all provisions of this Agreement and agrees to comply with all terms hereof.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Company and the Grantee and contains all the agreements between them with respect to the subject matter hereof; provided, however, that except to the extent set forth herein, this Agreement shall not affect any other agreements existing between the Company and the Grantee, including but not limited to the Offer Letter, and provided further that, notwithstanding anything to the contrary herein, the Grantee shall remain eligible to receive future equity compensation awards from the Company.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to principles of conflict of laws.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day, month and year first set forth above.

COMPANY:

Cott Corporation

By: /s/ Michael Creamer

Name: Michael Creamer

Its: Vice President - People

By: /s/ Marni Morgan Poe

Name: Marni Morgan Poe

Its: Vice President, General Counsel and Secretary

GRANTEE:

Neal Cravens

By: /s/ Neal Cravens

Name: Neal Cravens

Exhibit A

WAIVER

Pursuant to that certain Stock Appreciation Right Cancellation and Forfeiture Agreement between the undersigned Grantee and Cott Corporation (the "Company") dated as of __, 2010 (the "Agreement"), Grantee has agreed as a condition of the Company's performance under the Agreement to execute and deliver this Waiver and Release. For good and valuable consideration under the Agreement, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby waives his rights under, and releases and discharges fully and forever the Company and its officers, directors and shareholders and each of its and their predecessors and successors from any and all present or future claims, demands, and causes of action arising from or in connection with, the SAR Award, as such term is defined in the Agreement.

Date: _____

OPTIONEE:

Neal Cravens

By: _____

Name: Neal Cravens