

CALGON CARBON CORPORATION  
Form 8-K  
May 07, 2013

**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) **May 1, 2013**

**CALGON CARBON CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-10776**  
(Commission  
File Number)

**25-0530110**  
(IRS Employer  
Identification No.)

**P.O. Box 717, Pittsburgh, PA 15230-0717**  
(Address of principal executive offices)

**15230-0717**  
(Zip Code)

Registrant's telephone number, including area code **(412) 787-6700**

## Edgar Filing: CALGON CARBON CORPORATION - Form 8-K

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement**

**Indemnification Agreement.** On May 1, 2013, Calgon Carbon Corporation (the Company ) entered into indemnification agreements (the Agreements ) with Louis S. Massimo and Donald C. Templin, newly elected directors of the Company (the Directors ). Each Agreement is based upon the same form of agreement that the Company entered into with each of its directors and other executive officers as reported on the Company s Current Report on Form 8-K filed with the Securities and Exchange Commission on March 3, 2010.

**Indemnification.** Pursuant to the terms of the Agreements, the Company shall indemnify each Director (an Indemnitee ) as follows:

1. **Indemnity in Third-Party Proceedings.** If an Indemnitee is, or is threatened to be made, a party to or a participant in any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature (each, a Proceeding, as such term is further defined in the Agreements), other than a Proceeding by or in the right of the Company to procure a judgment in its favor, then such Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses (as defined below), judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee s behalf in connection with such Proceeding or any claim, issue or matter therein, under certain circumstances.

2. **Indemnity in Proceedings by or in the Right of the Company.** If an Indemnitee is, or is threatened to be made, a party to or participate in any Proceeding by or in the right of the Company to procure a judgment in its favor, then such Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all reasonable attorneys fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding (the Expenses, as such term is further defined in the Agreements) actually and reasonably incurred by Indemnitee or on Indemnitee s behalf in connection with such Proceeding or any claim, issue or matter therein, under certain circumstances.

3. **Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** If an Indemnitee is a party to or a participant in and is successful (on the merits or otherwise) in defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee s behalf in connection therewith. To the extent permitted by applicable law, if an Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, in defense of one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee s behalf in connection with each successfully resolved claim, issue or matter.

4. ***Indemnification for Expenses of a Witness.*** If an Indemnitee, by reason of his or her status as a current or former director, trustee, general partner, managing member, joint venturer, officer, employee, agent or fiduciary of the Company, is to be a witness or to be interviewed in any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. ***Additional Indemnification.*** In the event that applicable law permits indemnification in addition to the indemnification provided in the Agreements, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding or any claim, issue or matter therein. To the extent that a change in Delaware law permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation and By-laws and the Agreements then the Indemnitee will receive the greater benefits so afforded by such change, subject to certain restrictions. If the Indemnitee is entitled under any provision of the Agreements to indemnification by the Company for some or a portion of Expenses, but not for the total amount, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

The summary of the Agreements in this Current Report on Form 8-K is qualified in its entirety to the full text of each Agreement, the form of which was filed as Exhibit 10.1 to Form 8-K on March 3, 2010 and incorporated herein by reference.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

On May 1, 2013, the Company held its 2013 Annual Meeting of Stockholders (the Annual Meeting). A total of 53,997,539 shares of the Company's common stock were entitled to vote as of March 8, 2013, the record date for the Annual Meeting. There were 47,312,675 shares present in person or by proxy at the Annual Meeting, at which the stockholders were asked to vote on three proposals. Set forth below are the matters acted upon by the stockholders of the Company at the Annual Meeting, and the final voting results of each such proposal.

**Proposal 1 Election of Directors**

The stockholders elected four Directors. The results of the vote were as follows:

| Director                             | For        | Withheld  | Broker Non-Votes |
|--------------------------------------|------------|-----------|------------------|
| J. Rich Alexander<br>(Class of 2016) | 42,426,609 | 1,046,542 | 3,839,524        |
| Louis S. Massimo<br>(Class of 2016)  | 42,574,823 | 898,328   | 3,839,524        |
| Julie S. Roberts<br>(Class of 2015)  | 40,465,934 | 3,007,217 | 3,839,524        |
| Donald C. Templin<br>(Class of 2016) | 42,719,112 | 754,039   | 3,839,524        |

**Proposal 2 Ratification of Appointment of the Independent Registered Public Accounting Firm for 2013**

The stockholders voted to ratify the selection of Deloitte & Touche LLP as the Company's Independent Registered Public Accounting Firm for 2013. The results of the vote were as follows:

| For        | Against   | Abstained | Broker Non-Vote |
|------------|-----------|-----------|-----------------|
| 44,537,527 | 2,628,939 | 146,209   | 0               |

**Proposal 3 Advisory Vote on Executive Compensation**

The stockholders voted to approve, on an advisory basis, the compensation of our named executive officers. The results of the vote were as follows:

| For        | Against   | Abstained | Broker Non-Vote |
|------------|-----------|-----------|-----------------|
| 42,062,507 | 1,347,483 | 63,160    | 3,839,525       |

**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.

CALGON CARBON CORPORATION  
(Registrant)

Date: May 7, 2013

/s/ Richard D. Rose  
(Signature)  
Richard D. Rose  
Senior Vice President, General Counsel and Secretary