
**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): **March 21, 2019 (March 15, 2019)**

WILLSCOT CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-37552
(Commission File Number)

82-3430194
(I.R.S. Employer Identification No.)

901 S. Bond Street, #600
Baltimore, Maryland 21231
(Address, including zip code, of principal executive offices)

(410) 931-6000
(Registrant's telephone number, including area code)

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth 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.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As part of its annual compensation and performance review process, the Compensation Committee of the Board of Directors of WillScot Corporation (the “Company”) approved certain adjustments to the compensation arrangement of the Company’s President and Chief Executive Officer, Bradley L. Soultz. Effective March 15, 2019, his annual base salary was increased from \$600,000 to \$750,000, his target annual payout under the Company’s short-term incentive plan (“STIP”) was reduced from 133% to 120% of his base salary, and his target annual equity grant under the Company’s long-term incentive award plan (“LTIP”) was increased from \$1,000,000 to \$1,950,000. The Company will also cease to provide a monthly housing stipend to Mr. Soultz after March 2019.

Effective March 15, 2019, the Company made certain adjustments to the compensation arrangement of the Company’s Chief Financial Officer, Timothy D. Boswell. His annual base salary was increased from \$375,000 to \$425,000, his target annual payout under the STIP was increased from 60% to 71% of his base salary, and his target annual equity grant under the LTIP was increased from \$300,000 to \$500,000.

On March 18, 2019, the Company entered into an amended employment letter with the Company’s Chief Accounting Officer & Treasurer, Sally J. Shanks. Under the amended employment letter, her annual base salary was increased from \$275,000 to \$300,000, her target annual payout under the STIP was increased from 30% to 40% of her base salary, and her target annual equity payout under the LTIP was increased from 30% to 50% of her base salary. In addition, in exchange for modifying her offer letter to be consistent with the “double trigger” change-in-control vesting framework contemplated by the Company’s LTIP, Ms. Shanks will be entitled to receive \$50,000 upon the conclusion of a transaction that constitutes a change in control of the Company. The foregoing description of the amended employment letter does not purport to be complete and is qualified in its entirety by reference to the complete text of the amended employment letter, filed as Exhibit 10.1 hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Amended Employment Letter with Sally J. Shanks

SIGNATURE

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

WillScot Corporation

Dated: March 21, 2019

By: /s/ Bradley Bacon

Name: Bradley Bacon

Title: Vice President, General Counsel & Corporate Secretary

The logo for WillScot, featuring the word "WILLSCOT" in a bold, green, sans-serif font, enclosed within a green rectangular border.

March 18, 2019

Sally Shanks

Dear Sally,

We are pleased to revise your offer letter dated August 23, 2017. You will continue to report to me and work in our corporate office, located at 901 S. Bond St. Baltimore, MD 21231.

The details of the position are as follows:

POSITION: Chief Accounting Officer and Treasurer of WillScot Corporation

SALARY: \$300,000 annualized (\$11,538.46 bi-weekly) base salary, effective as of January 1, 2019

INCENTIVES: You will be eligible for the Short-Term Incentive Plan (STIP) at a target of 40%, commencing with the STIP payout for fiscal 2019.

You will also be eligible for a Long-Term Incentive Plan (LTIP) grant for 2019 and subsequent plan years. Our management team intends to recommend to the Compensation Committee of the Board of Directors that you receive a grant with fair market value equal to 50% of your base salary under the Company's 2017 Incentive Award Plan, as may be amended or replaced from time to time (the "Plan").

Please be advised this letter does not constitute a grant to you of any Company securities, and this recommendation and any future equity grant is contingent upon, among other things, your continued employment with the Company and satisfactory performance by you of your designated position at the Company. Equity grants under the Plan are completely discretionary and are not guaranteed. Any future grant is also contingent upon the Committee's consideration and approval of management's recommendation and the Committee's action in making such grant and will be subject to the terms and conditions of the Plan and applicable award agreement evidencing such grant.

AUTO: You will be eligible for a monthly auto allowance of \$1,250, less applicable taxes.

BENEFITS: You will have the opportunity to use up to twenty (20) days of vacation time per calendar year. You will become eligible to participate in the Company's comprehensive benefits program, which includes medical, dental and life insurance options on the first of the month following your date of hire. Additionally, the Company offers a 401(k) Retirement Savings Plan in which you will be automatically enrolled.

CHANGE OF CONTROL: The Company will pay to you \$50,000 within five business days following the closing of a transaction that results in a Change of Control of WillScot Corporation.

SEVERANCE:

If your employment is terminated by the Company without cause, you will be eligible for nine months base salary plus the prorata value of accrued STIP. You will also be eligible for the continuation of healthcare benefits for a period not to exceed one year from your termination date. As soon as you are eligible for coverage under another employer's plan, the health care continuation benefits will cease.

Your employment will remain at-will.

By accepting this offer of employment, you agree that during your employment with the Company you will not use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom you have an obligation of confidentiality, unless the former employer or other person consents to such disclosure in writing. You agree that in performing your duties you will only use information which is generally known and used by persons with training and experience similar to yours, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by Williams Scotsman.

If you sign below, then you are indicating your acceptance of and agreement with the terms of this revised offer letter. This revised offer letter supersedes your original offer letter in its entirety.

We remain very pleased to have you with WillScot Corporation, and look forward to continuing to work with you.

Sincerely,

/s/ Tim Boswell

Tim Boswell

CFO

Employee Acceptance and Acknowledgement

I have read, understood, and accept this revised offer of employment at will, as set forth above.

Signature: /s/ Sally Shanks _____

Date: 3/18/2019 _____
