

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

Post Holdings, Inc.

CIK: **1530950** | IRS No.: **453355106** | State of Incorpor.: **MO** | Fiscal Year End: **0930**
Type: **8-K** | Act: **34** | File No.: **001-35305** | Film No.: **13533707**
SIC: **2040** Grain mill products

Mailing Address
2503 S. HANLEY ROAD
ST. LOUIS MO 63144

Business Address
2503 S. HANLEY ROAD
ST. LOUIS MO 63144
314-644-7600

**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): **January 16, 2013**



Post Holdings, Inc.

(Exact name of registrant as specified in its charter)

Missouri
(State of Other Jurisdiction of
Incorporation)

1-35305
(Commission File
Number)

45-3355106
(IRS Employer Identification
Number)

**2503 S. Hanley Road
St. Louis, Missouri 63144**
(Address, including Zip Code, of Principal Executive Offices)

Registrant's telephone number, including area code: **(314) 644-7600**

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))



Item 1.01. Entry into a Material Definitive Agreement.

On January 16, 2013, the Board of Directors of Post Holdings, Inc. (the “Company”) approved and the Company entered into the first amendment (the “Amendment”) to the Company’s Shareholder Protection Rights Agreement, dated as of February 2, 2012 (the “Rights Agreement”), between the Company and Computershare Trust Company, N.A., Rights Agent.

The Amendment accelerated the expiration date of the rights issued pursuant to the Rights Agreement (the “Rights”) from February 2, 2022 to January 16, 2013. Accordingly, as of 5:00 p.m. Eastern time on January 16, 2013, the Rights expired and were no longer outstanding and the Rights Agreement terminated as of that time.

The foregoing description of the Amendment is qualified in its entirety by reference to the copy of the Amendment attached hereto as Exhibit 4.1 and incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

The information set forth in Item 1.01 above is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 above is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
4.1	Amendment to Shareholder Protection Rights Agreement, dated as of January 16, 2013, between the Company and Computershare Trust Company, N.A.

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 thereunto duly authorized.

Date: January 17, 2013

Post Holdings, Inc.

(Registrant)

By: /s/ Robert V. Vitale

Name: Robert V. Vitale

Title: Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Amendment to Shareholder Protection Rights Agreement, dated as of January 16, 2013, between the Company and Computershare Trust Company, N.A.

**AMENDMENT TO SHAREHOLDER PROTECTION RIGHTS AGREEMENT
OF
POST HOLDINGS, INC.**

THIS AMENDMENT TO THE SHAREHOLDER PROTECTION RIGHTS AGREEMENT (this “Amendment”) by and between Post Holdings, Inc., a Missouri corporation (the “Company”) and Computershare Trust Company, N.A. (the “Rights Agent”) is made as of this 16th day of January, 2013.

WHEREAS, the Company and the Rights Agent entered into a certain Shareholder Protection Rights Agreement on February 2, 2012 (the “Agreement”);

WHEREAS, Section 27 of the Agreement provides that, prior to the Distribution Date, the Company may supplement or amend this Agreement in any respect without the approval of any holders of Right Certificates (as therein defined), each such amendment to be evidenced by a writing signed by the Company and the Rights Agent;

WHEREAS, the Board of Directors of the Company (the “Board”), acting by unanimous written consent, effective January 16, 2013, approved an amendment to the Agreement to amend the Final Expiration Date of the Agreement from February 2, 2022 to January 16, 2013; and

WHEREAS, the Company believes it is desirable to amend the Agreement as set forth below.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendment of the Agreement. Except as otherwise explicitly provided in this Amendment, the Agreement will remain unchanged and in full force and effect.

2. Modification to the Agreement. Section 7(a) of the Agreement is hereby amended to read in its entirety as follows (with the new language appearing in underlined italics):

(a) The registered holder of any Right Certificate may exercise the rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase and the certificate set forth on the reverse side thereof properly completed and duly executed, to the Rights Agent at the shareholder services office of the Rights Agent or such office designated for such purpose, together with payment of the Purchase Price for each one one-ten thousandth of a share of Preferred Stock as to which the Rights are exercised, at or prior to the Close of Business on the Expiration Date. The “Expiration Date”, as used in this Agreement, shall be the earliest of (i) the Final Expiration Date, (ii) the time at which the Rights are redeemed as provided in Section 23, (iii) the time at which the Rights are exchanged as provided in Section 24, or (iv) immediately prior to the effective time of a consolidation, merger or statutory share exchange in which the Common Stock is converted into, or into the right to receive, another security, cash or other consideration that does not constitute a Section 13 Event. Provided that a Stock Acquisition Date has not occurred prior to such date, the “Final Expiration Date”, as used in this Agreement, shall be *January 16, 2013*, subject to amendment as provided herein.”

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Originally executed counterparts may be delivered by facsimile and any such delivery shall be valid for all purposes as delivery of a manual signature and equally admissible in any legal proceedings to which any party is a party.

4. Entire Understanding. This Amendment shall supersede and replace any prior agreement or amendment relating to the amendment of Section 7(a) of the Agreement.

5. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Missouri as applied to agreements among Missouri residents entered into and to be performed entirely within Missouri; except that all provisions regarding the rights, duties and obligations of the Rights Agent shall be governed and construed in accordance with the laws of the State of Massachusetts applicable to contracts made and to be performed entirely within such State.

6. Severability. If one or more provisions of this Amendment are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Amendment, and the balance of the Amendment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

[Signature Page Follows]
