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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): **December 29, 2021**

**CYRUSONE INC.**

(Exact Name of Registrant as Specified in its Charter)

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

**001-35789**  
(Commission  
File Number)

**46-0691837**  
(IRS Employer  
Identification No.)

**2850 N. Harwood Street, Suite 2200  
Dallas, TX 75201**  
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(972) 350-0060**

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	CONE	The NASDAQ Global Select Market
1.450% Senior Notes due 2027	CONE27	The NASDAQ Stock Market LLC

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.

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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**

In accordance with the terms of the Agreement and Plan of Merger (the "Merger Agreement"), dated as of November 14, 2021, by and among CyrusOne Inc., a Maryland corporation (the "Company"), Cavalry Parent L.P., a Delaware limited partnership ("Parent"), and Cavalry Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub"), pursuant to which, subject to the terms and conditions of the Merger Agreement, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent, the Company has established a cash-based deal retention bonus program for the benefit of certain Company employees.

On December 29, 2021, the Company awarded deal retention bonuses under such program to David Ferdman (Interim President and Chief Executive Officer), Katherine Motlagh (Executive Vice President and Chief Financial Officer), John Hatem (Executive Vice President and Chief Operating Officer) and Robert Jackson (Executive Vice President, General Counsel & Secretary) in an amount equal to \$4,000,000, \$500,000, \$1,000,000 and \$1,000,000, respectively. Under the terms of the deal retention bonuses approved by the Compensation Committee of the Board of the Company (the "Committee"), fifty percent of each award is payable upon the closing of the Merger and the remaining fifty percent will become payable 90 days following the closing of the Merger, subject to continued employment through the relevant payment date, although payment of the second installment will also be made upon a termination that would otherwise entitle the recipient to severance compensation.

The foregoing description of the deal retention bonuses is qualified in its entirety by reference to the form of Deal Bonus Agreement approved by the Committee, a copy of which is filed as Exhibit 10.1 herewith and is incorporated by reference herein.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Form of Deal Bonus Agreement.</a>
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

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**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.

**CYRUSONE INC.**

Date: January 5, 2022

By: /s/ Robert M. Jackson

Robert M. Jackson

Executive Vice President, General Counsel and Secretary

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December [●], 2021

Deal Bonus Agreement

Dear [●]:

As you are aware, CyrusOne Inc. (the “Company”) has entered into a merger agreement, dated November 14, 2021 (the “Merger Agreement”), with Cavalry Parent L.P. and Cavalry Merger Sub LLC (together, the “Acquiror”), pursuant to which the Acquiror intends to acquire the Company (the “Transaction”). You have been identified as integral to the success of the Transaction, and the Company would like to provide you with an additional incentive to continue your employment with the Company. Therefore, we are pleased to offer you a deal bonus in an aggregate amount of \$[●] (the “Deal Bonus”) pursuant to the terms of this letter agreement.

1. Deal Bonus. (a) The Deal Bonus will be earned as follows: (i) one-half of the Deal Bonus will be earned if you remain employed with the Company or one of its subsidiaries or affiliates through the closing of the Transaction (the “Closing”) and (ii) the remaining half of the Deal Bonus will be earned if you remain employed with the Company or one of its subsidiaries or affiliates through the 90 day anniversary of the Closing (each such date, a “Vesting Date”). Any earned portion of the Deal Bonus will be paid within ten days following the applicable Vesting Date. Other than as set forth in Section 1(b), if your employment with the Company and its subsidiaries and affiliates terminates prior to the final Vesting Date, any portion of the Deal Bonus that is then unearned will be immediately forfeited and you will have no further rights with respect thereto.

(b) Notwithstanding the foregoing, in the event that, prior to the final Vesting Date, your employment with the Company and its subsidiaries and affiliates is terminated due to your death or disability or, following the Closing, under circumstances that entitle you to receive severance, then the Deal Bonus will be earned in full and the Company or its applicable subsidiary will pay you any then unpaid portion of the Deal Bonus within 10 days following such termination.

(c) In the event that prior to the Closing, the Merger Agreement is terminated in connection with the Company entering into another merger agreement in connection with a superior proposal from another potential acquirer (a “Superior Proposal”), (i) this letter agreement shall continue in full force and effect and (ii) as used in this letter agreement, the term “Merger Agreement” shall mean the merger agreement entered into in connection with such Superior Proposal and the term “Acquiror” shall mean the potential acquirer in connection with such Superior Proposal.

2. Restrictive Covenants. Receipt of the Deal Bonus is conditioned on your continued compliance with any non-competition covenant applicable to you as of the date of this letter agreement or that is entered into between you and the Company on or after the date of this letter agreement and prior to the Closing.

3. Confidentiality. You hereby agree that you will keep the terms of this letter agreement confidential, and will not, except as required by law, disclose such terms to any person other than your immediate family or professional advisers (who also must keep the terms of this letter agreement confidential). Notwithstanding the foregoing, nothing in or about this letter agreement prohibits you from: (a) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), maintain the confidentiality of a claim with the Securities and Exchange Commission (the “SEC”); (b) providing confidential information to the SEC, or providing the SEC with information that would otherwise violate this Section 3, to the extent permitted by Section 21F of the Exchange Act; (c) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company; or (d) receiving a monetary award as set forth in Section 21F of the Exchange Act.

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4. Withholding. Subject to applicable law, the Company or its applicable subsidiary may deduct and withhold from the Deal Bonus such Federal, state, local, foreign or other taxes as are required to be withheld pursuant to any applicable law or regulation.

5. Assignment. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company (a “Successor”) to assume and agree to perform this letter agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place. As used in this letter agreement, the term “Company” shall mean the Company as hereinbefore defined and any Successor and any permitted assignee to which this letter agreement is assigned. You may not assign this letter agreement without the prior written consent of the Company, except that your rights hereunder shall inure to the benefit of, and be enforceable by, your executors, successors, heirs, distributees, devisees and legatees.

6. Entire Agreement. This letter agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof (other than with respect to non-competition covenants, in which case the applicable restrictive covenant agreement and the applicable severance plan shall also apply), (b) cannot be amended, modified or waived except in writing signed by you and the Company and (c) shall be construed and interpreted in accordance with the laws of the State of Texas. Nothing contained herein, including the award of the Deal Bonus, constitutes a contract or guarantee of employment with the Company or any of its subsidiaries or affiliates or is intended to modify the terms or conditions of your employment with the Company and its subsidiaries and affiliates.

7. Counterparts. This letter agreement may be executed in any number of counterparts (including by facsimile or PDF), each of which will be deemed an original but all of which together will constitute one and the same instrument.

As a key member of the Company’s success to date, we are asking for your continued leadership in connection with the Transaction. You will play an important role in ensuring that the Transaction is successful for both the Company and the Acquiror, and that is why you are receiving this award. We look forward to working with you in pursuit of a successful Transaction and Closing.

CyrusOne Inc.

By: \_\_\_\_\_  
Name: [●]  
Title: [●]

Accepted and Agreed:

By: \_\_\_\_\_  
Employee's Name: [●]  
Title: [●]  
Dated: December \_\_\_\_, 2021