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 4, 2017

Forterra, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**1-37921**	**37-1830464**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S Employer Identification No.)**

511 East John Carpenter Freeway, 6th Floor, Irving, TX	**75062**
(Address of Principal Executive Offices)	**(Zip Code)**

(469) 458-7973
(Registrant's telephone number, including area code)

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

On December 30, 2016, Forterra, Inc. (the "Company") entered into a letter agreement with Scott Leonard in respect of Mr. Leonard's service as the Company's Executive Vice President and Chief Operating Officer beginning on or about January 3, 2017.

Pursuant to the letter agreement, Mr. Leonard's annual base salary will be $350,000 and, subject to the approval of the Company's Compensation Committee (the "Committee"), he will be eligible to earn an annual cash performance bonus of up to $450,000 based on the achievement of certain performance targets under the Company's annual incentive program. Mr. Leonard will also receive indemnification and tax protections provided to the Company's similarly leveled executive officers.

The letter agreement also provides that the Company's management will recommend to the Committee that it approve the following equity awards to Mr. Leonard under the Company's 2016 Stock Incentive Plan: (i) as soon as practicable following the commencement of employment, a grant of stock options and restricted stock with an aggregate target value of $500,000, with the restricted stock component representing at least 40% of the value thereof and (ii) within 90 days of employment, an additional grant of stock options and restricted stock with an aggregate target value of $500,000, with the vesting thereof subject to the achievement of performance conditions to be mutually agreed on by the parties. Subject to Committee approval, the awards will also be subject to time-based vesting similar to that of awards granted to the Company's similarly leveled executive officers, including the Chief Executive Officer.

If Mr. Leonard's employment is terminated without cause, as determined by the Company in its discretion, Mr. Leonard will be entitled to receive his base salary for a period of twelve months following termination, with such payments contingent upon Mr. Leonard's execution of a general release in favor of the Company, in form and substance acceptable to the Company, within thirty days after the date of termination.

Mr. Leonard's employment is conditioned upon his execution of an agreement covering protection of confidential information, assignment of intellectual property and other restrictive covenants in a form acceptable to the Company, including non-competition and non-solicitation agreements that would apply during the term of employment and for a period of not less than twelve months after the termination of his employment.

The foregoing summary of Mr. Leonard's letter agreement is not complete and is qualified in its entirety by reference to the complete text of the letter agreement, a copy of which is filed herewith as exhibit 99.1 and incorporated herein by reference.

Mr. Leonard, age 43, served as Senior Vice President, Global Commercial Functions for Hewlett Packard Enterprise, a multinational enterprise information technology company, from April 2014 through November 2016. Prior to joining Hewlett Packard, Mr. Leonard rose to the level of Deputy Executive Director, Chief Strategy and Administrative Officer for the Texas Department of Transportation, where he worked from April 2012 to February 2014. From 2005 to 2012, Mr. Leonard held a number of positions at Energy Future Holdings (previously known as TXU Corporation), where he served as Vice President of Corporate Planning, then as Vice President of Corporate Development, and Senior Vice President of Performance Improvement. Early in his career, Mr. Leonard held roles at McKinsey & Co. and in the investment banking divisions of Donaldson, Lufkin & Jenrette and Morgan Stanley. Mr. Leonard holds a Masters of Business Administration from the Kellogg School of Management at Northwestern University and a Bachelor of Science from The Georgia Institute of Technology.

Mr. Leonard does not have any family relationship with any of the Company's executive officers or directors, nor has he engaged in any related party transaction with the Company that would require disclosure pursuant to Item 404 (a) of Regulation S-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

99.1 Letter agreement by and between Forterra, Inc. and Scott Leonard dated as of December 30, 2016.

SIGNATURE

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.

Forterra, Inc.

/s/ Lori M. Browne

Lori M. Browne

Senior Vice President, General Counsel and Secretary

Date: January 4, 2017

Forterra
511 E. John Carpenter Fwy, Ste. 600
Irving, TX 75062

PERSONAL & CONFIDENTIAL

December 30, 2016

Scott Leonard
[redacted]

Dear Scott:

We are pleased to offer you employment as Executive Vice President & Chief Operating Officer of Forterra ("Forterra" or the "Company").[1] You will directly report to the Chief Executive Officer and your duties shall be as assigned from time to time. Your employment will begin on or about January 3, 2017 and your work location will be in Irving, Texas; provided, however that you will be required to travel and spend time at the Company's other offices as reasonably required by the Company and consistent with this position, duties and responsibilities.

Your annual base salary will be $350,000 per year, which shall be paid in accordance with the customary payroll practices of the Company. In addition to the base salary, you are eligible to earn an annual cash performance bonus based upon the achievement of performance targets according to the terms of the Company's annual incentive plan. The amount for such annual cash performance bonus shall be up to $450,000, subject to the terms and conditions of the Company's annual incentive plan and the approval of the Compensation Committee of Forterra's Board of Directors (the "Committee"). All bonus payments will be paid according to the Company's normal schedule, and not later than the timing of payments for the Company's other senior executives.

We are prepared to recommend to the Committee that you be a participant in the Forterra Stock Incentive Plan, (the "Plan") in accordance with the terms of the Plan, which are subject to change from time to time by the Company's Board of Directors ("Board") and/or the Committee. Subject to the approval of the Committee in its discretion, we will recommend to the Committee that you receive an initial award of stock options and restricted stock (with the restricted stock portion in an amount not less than 40% of the total recommended amount) as soon as practicable following the start of your employment with a targeted value of $500,000 in the aggregate. Again, subject to the Committee's

[1] Your employer will be one of Forterra, Inc.'s US subsidiaries, Forterra Pipe & Precast, LLC.

approval, we are prepared to recommend to the Committee an additional award of stock options and restricted stock with a targeted value of $500,000 in the aggregate within 90 days of employment, with eligibility for these awards to be based on performance conditions upon which we will jointly agree. We will also recommend to the Committee that the terms for vesting of your awards be consistent with similarly leveled executive officers of the Company, including the CEO, and that for purposes of determining the amount of each award, reasonable valuation methods shall be used, which may include the Black-Scholes method.

You and your dependents shall be entitled to participate in all benefit plans, programs and policies maintained by the Company from time to time that are available generally to its similarly-leveled senior executives on the terms of such plans and programs; provided, however, that your right to participate in such benefits shall not affect the Company's right to amend or terminate the general applicability of such perquisites and benefits. The Company may, in its sole discretion and from time to time, amend, eliminate or establish benefit programs as it deems appropriate. You will be granted four weeks of paid vacation during each calendar year of your employment in accordance with and subject to the terms and conditions of the Company's vacation policy.

You will be required to execute an agreement covering protection of confidential information, assignment of any intellectual property created during the term of your employment with the Company, and restrictive covenants in a form acceptable to the Company, including non-competition and non-solicitation agreements that would apply during your employment and for a period of not less than 12 months after the termination of your employment. You will also be provided indemnification and tax protections provided to similarly leveled executive officers.

From time to time each of the Company and you agree to execute and deliver, or cause to be executed and delivered all documents, and agree to take, or cause to be taken all actions as are necessary to effectuate the intent of this agreement, and we each agree to cooperate with each other in good faith to negotiate and execute such documents and take such actions on an expeditious basis.

If your employment is terminated without cause, as determined by the Company in its discretion, you shall be entitled to continue to receive the amount of your base salary for a period of twelve (12) months after the date of termination, payable in accordance with the Company's regular payroll practices. The foregoing payments upon termination will be contingent upon and subject to your execution of a general release in favor of the Company, its affiliates, and their respective officers and directors, in form and substance acceptable to the Company, within thirty (30) days after the date of termination of your employment.

This agreement shall be binding on our successors and assigns.

This offer is contingent upon satisfactory drug screen results, background check, social security number verification, as well as confirmation of your eligibility to work in the United States.

Notwithstanding anything to the contrary in this letter is not intended to constitute a contract of employment; employment with Forterra is "at will" and subject to termination by you or the Company at any time, with or without cause or prior notice.

On your first day of employment, please bring documents that will verify your eligibility to work in the United States. You will also have the opportunity to have your paycheck directly deposited into your checking and/or savings account. In order to enroll, please bring either a voided check, savings slip, or authorized bank documentation with your banking information on it with you on your first day of employment.

Please acknowledge acceptance of the terms of the employment as described with your signature below.

Regards,

Jeff Bradley
Chief Executive Officer

Accepted By:

Scott Leonard

12 · 30 · 2016
Date