

NEWPARK RESOURCES INC  
Form 8-K  
March 10, 2015

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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): March 6, 2015**

**Newpark Resources, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other Jurisdiction of Incorporation)

**001-02960 72-1123385**

(Commission

File

Number)

(IRS Employer Identification No.)

**9320 Lakeside Boulevard, Suite 100**

**The Woodlands, Texas**

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: **(281) 362-6800**

**77381**

**Not applicable**

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(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:

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))

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### **Item 1.01 Entry Into a Material Definitive Agreement**

On March 6, 2015, Newpark Resources, Inc. (the “Company”) entered into a Third Amended and Restated Credit Agreement (the “Credit Agreement”) with a syndicate of lenders including JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, Wells Fargo Bank, National Association, as Documentation Agent, and the several lenders from time to time parties thereto. The information set forth below with respect to the new Credit Agreement and the credit facility evidenced thereby under Item 2.03 of this Current Report on Form 8-K is hereby incorporated in this Item 1.01 by reference. Certain of the lenders under the new credit facility and their affiliates have in the past provided, and may from time to time in the future, provide commercial banking, financial advisory, investment banking and other services to the Company.

### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

On March 6, 2015, the Company entered into the Credit Agreement with a syndicate of lenders including JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, Wells Fargo, National Association, as Documentation Agent, and the several lenders from time to time parties thereto (the “Credit Facility”). The Credit Facility provides for a \$200 million revolving loan facility available for borrowings (including a sublimit for swingline loans) and letters of credit (subject to a sublimit). Under certain circumstances, the Credit Facility may be increased during the term of the Credit Agreement by up to \$125 million thereby increasing the aggregate amount available under the Credit Facility up to a maximum of \$325 million.

The Credit Facility’s stated maturity date is March 6, 2020, *provided that* if as of the date (such date, the “Springing Maturity Date”) that is ninety-one (91) days prior to the stated maturity date of the Company’s existing 4.00% convertible senior notes having an outstanding principal balance of \$172 million and maturing in October, 2017 (the “Convertible Notes”), the Company has not repurchased, redeemed, converted and/or refinanced the full amount of the Convertible Notes or escrowed with the Administrative Agent sufficient funds to do so on the maturity date of the Convertible Notes, the Credit Facility’s stated maturity date is the Springing Maturity Date. The Credit Facility is secured by liens on all material domestic assets (tangible and intangible) of the Company and certain of its domestic subsidiaries and a maximum of 66% of the capital stock issued by certain of its foreign subsidiaries. The Credit Facility is also guaranteed by certain of the Company’s domestic subsidiaries.

At the Company’s election (except that swingline loans will bear interest the same as ABR Loans), loans under the Credit Facility will bear interest at a variable rate equal to either (i) the highest of (x) the prime rate, (y) the federal funds effective rate *plus* 1/2 of 1.00% or (z) the one-month Eurodollar Rate (as defined in the Credit Agreement) (the “Eurodollar Rate”) *plus* 1.00%, *plus*, in each case, an applicable margin (“ABR Loans”) or (ii) the Eurodollar Rate for one, two, three or six months as selected by the Company from time to time, *plus* an applicable margin (“Eurodollar Loans”). The applicable margin for ABR Loans under the Credit Facility will initially be 1.00% and is adjustable on a sliding

scale from 0.75% to 1.75% based on the Company's consolidated leverage ratio. The applicable margin for Eurodollar Loans will initially be 2.00% and is adjustable on a sliding scale from 1.75% to 2.75% based on such consolidated leverage ratio.

The Credit Facility contains customary financial and operating covenants, including, among others, covenants relating to consolidated leverage ratio, senior secured leverage ratio and interest coverage ratio. The Credit Agreement also contains limitations on liens, investments, the incurrence of additional indebtedness and guarantees, mergers, dispositions of assets, acquisitions, the entry into swap agreements, sales and leasebacks, transactions with affiliates, and the use of proceeds. The Credit Agreement also restricts certain payments, such as the payment of dividends, re-purchases of equity and for the conversion, redemption, defeasance or refinancing of the Convertible Notes, all of which are permitted subject to certain limitations and prohibits agreements restricting the ability of the Company's subsidiaries to make payments and distributions to the Company. The Credit Agreement contains customary events of default, including among others, nonpayment of principal and interest; material inaccuracy of representations; failure to maintain compliance with the financial and other covenants contained in the Credit Agreement; default in the payment of certain of the other indebtedness of the Company and its subsidiaries; the existence of bankruptcy or insolvency or liquidation or dissolution proceedings; the existence of material judgments; failure to maintain compliance with certain obligations under ERISA; the invalidity of the loan documents; and a change of control.

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The foregoing description of the Credit Facility is qualified in its entirety by reference to the full text of the Credit Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 2.03 by reference.

### **Item 3.03 Material Modification to Rights of Security Holders**

The disclosure under Item 2.03 of this Current Report on Form 8-K relating to the restriction on dividends on the Company's common stock contained in the Credit Agreement is also responsive to this Item 3.03 and is incorporated herein by reference.

### **Item 7.01 Regulation FD Disclosure**

On March 10, 2015, the Company issued a press release announcing that it has entered into the Credit Agreement. A copy of the press release is being furnished and is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

The information referenced under Item 7.01 (including Exhibit 99.1 referenced in Item 9.01 below) of this Current Report on Form 8-K is being "furnished" under "Item 7.01. Regulation FD Disclosure" and, as such, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section. The information referenced under Item 7.01 (including Exhibit 99.1 referenced in Item 9.01 below) of this Current Report on Form 8-K shall not be incorporated by reference into any registration statement, report or other document filed by Newpark pursuant to the Securities Act of 1933, as amended (the "Securities Act"), except as shall be expressly set forth by specific reference in such filing.

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

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
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10.1	Third Amended and Restated Credit Agreement dated March 6, 2015 by and among Newpark Resources, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, Wells Fargo, National Association, as Documentation Agent, and lenders who
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are parties thereto.

99.1

Press Release issued by Newpark Resources, Inc. on March 10, 2015.

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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.

**NEWPARK RESOURCES, INC.**

Date: March 10, 2015 By: /s/ Gregg S. Piontek  
Gregg S. Piontek  
Vice President and  
Chief Financial Officer

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**EXHIBIT INDEX**

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