

NORTH AMERICAN GALVANIZING & COATINGS INC

Form 8-K

July 20, 2009

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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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)  
July 17, 2009

North American Galvanizing & Coatings, Inc.

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(Exact name of registrant as specified in charter)

Delaware  
(State or other  
jurisdiction of incorporation)

1-3920  
(Commission File Number)

71-0268502  
(IRS Employer Identification No.)

5314 South Yale Avenue, Suite 1000, Tulsa, Oklahoma 74135

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(Address of principal executive offices)

(Zip Code)

(Registrant's telephone number, including area code): (918) 494-0964

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)

- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - o 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 July 17, 2009, North American Galvanizing & Coatings, Inc. (the "Company") entered into a new Credit Agreement (the "New Credit Agreement"), between the Company as borrower, Wells Fargo, N.A. as administrative agent, swing line lender and letter of credit issuer ("Wells Fargo"), the other lenders party thereto and North American Galvanizing Company, as borrower, NAGalv-Ohio, Inc., NAGalv-WV, Inc., Rogers Galvanizing Company - Kansas City, Premier Coatings, Inc. and Reinforcing Services, Inc., as guarantors.

The New Credit Agreement has a maturity date of July 17, 2012 and provides for a revolving credit facility in the aggregate principal amount of \$25 million with future increases (subject to certain conditions and requirements) up to an aggregate principal amount of \$15 million. The purpose of the new facility is to refinance the Former Credit Agreement (as defined below), issue standby letters of credit, finance acquisitions, and for other general corporate purposes. As of July 20, 2009, the Company had no borrowings under the New Credit Agreement.

The interest rate for borrowings under the revolving credit facility, LIBOR, plus a designated percentage, is set from time to time at the Company's option. The Company must also pay a commitment fee on the unused portion of the revolving credit facility at .25%.

The New Credit Agreement contains customary affirmative and negative covenants, as well as financial covenants. In addition, the New Credit Agreement requires that the Company maintain a leverage ratio of at least 3.25 to 1, an asset coverage ratio of at least 1.50 to 1 and a basic fixed charge coverage ratio of at least 1.10 to 1.

Substantially all of the Company's accounts receivable, inventories, fixed assets and the common stock of the guarantors are pledged as collateral under the New Credit Agreement. In addition, the New Credit Agreement is secured by a full and unconditional guaranty from North American Galvanizing Company, a wholly owned subsidiary of the Company.

The New Credit Agreement can be terminated, and borrowings under the revolving credit facility can be accelerated:

- for non-payment;
- for breach of certain covenants set forth in the New Credit Agreement, including the financial ratios covenant;
  - upon the occurrence of a change of control (as defined in the New Credit Agreement); or
- if the Company cannot make any payment on any indebtedness (as defined in the New Credit Agreement) in an amount greater than \$500,000.

The Company may voluntarily pre-pay the New Credit Agreement, in whole or in part, without premium or penalty.

There are no material relationships between the Company and the other parties to the New Credit Agreement, other than in respect of the New Credit Agreement.

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

The information set forth in Item 1.01 relating to the New Credit Agreement is incorporated herein by reference.

Item 9.01 - Financial Statements and Exhibits

(d)	Exhibits
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99.1	Press release, dated as of July 20, 2009.
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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.

NORTH AMERICAN GALVANIZING &  
COATINGS, INC.

Date: July 20, 2009

By: /s/ Beth B. Hood  
Name: Beth B. Hood  
Title: CFO and VP

EXHIBIT INDEX

99.1	Press release, dated as of July 20, 2009.
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