
**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 13, 2021**

Eagle Materials Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-12984
(Commission
File Number)

75-2520779
(I.R.S. Employer
Identification No.)

5960 Berkshire Ln., Suite 900
Dallas, Texas
(Address of principal executive offices)

75225
(Zip code)

Registrant's telephone number including area code: (214) 432-2000

Not Applicable
(Former name or former address, if changed from 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))

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	EXP	New York Stock Exchange

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.

Item 1.01. Entry into a Material Definitive Agreement.

Credit Agreement Amendment

On January 13, 2021, Eagle Materials Inc. (the “Company”) entered into Amendment No. 5 to Third Amended and Restated Credit Agreement with the lenders identified therein and JPMorgan Chase Bank, N.A., as the administrative agent, issuing bank and swingline lender thereunder (“Amendment No. 5”), which amended that certain Third Amended and Restated Credit Agreement, dated as of October 30, 2014, by and among the same parties (as amended by that certain Amendment No. 1 to Third Amended and Restated Credit Agreement, dated as of August 10, 2015, that certain Amendment No. 2 to Third Amended and Restated Credit Agreement, dated as of July 28, 2016, that certain Amendment No. 3 to Third Amended and Restated Credit Agreement, dated as of December 20, 2019, that certain Amendment No. 4 to Third Amended and Restated Credit Agreement, dated as of April 9, 2020, and as supplemented by that certain Increasing Lender Supplement, dated as of May 24, 2019, the “Existing Revolving Credit Agreement” and, as further amended by Amendment No. 5, the “Amended Revolving Credit Agreement”).

Amendment No. 5 amends the Existing Revolving Credit Agreement to, among other things, extend the maturity date with respect to certain of the lender commitments thereunder from August 2, 2021 to August 2, 2022. As a result of Amendment No. 5, all lender commitments under the Amended Revolving Credit Agreement (totaling \$750 million) mature on August 2, 2022.

The foregoing description of Amendment No. 5 does not purport to be complete and is qualified in its entirety by reference to Amendment No. 5, which is attached as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
10.1	<u>Amendment No. 5 to Third Amended and Restated Credit Agreement, dated as of January 13, 2021, by and among Eagle Materials Inc., as the Borrower, the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent, Issuing Bank and Swingline Lender thereunder, as consented to by the subsidiary guarantors listed on the signature pages thereto.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**AMENDMENT NO. 5 TO
THIRD AMENDED AND RESTATED CREDIT AGREEMENT**

THIS AMENDMENT NO. 5 TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of January 13, 2021, is entered into by and among Eagle Materials Inc., as the Borrower, the Lenders party hereto and JPMorgan Chase Bank, N.A., as the Administrative Agent, Issuing Bank and Swingline Lender. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement referenced below.

WITNESSETH

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a Third Amended and Restated Credit Agreement, dated as of October 30, 2014 (as amended by that certain Amendment No. 1 to Third Amended and Restated Credit Agreement, dated as of August 10, 2015, as amended by that certain Amendment No. 2, dated as of August 2, 2016, as amended by that certain Amendment No. 3, dated as of December 20, 2019, as amended by that certain Amendment No. 4, dated as of April 9, 2020 and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement" and as may be amended, restated, supplemented or otherwise modified from time to time (including by this Amendment), the "Credit Agreement");

WHEREAS, the Borrower has requested that the Extending Lender (as defined below), Lenders constituting Required Lenders (including for the avoidance of doubt, the Extending Lender), the Administrative Agent, the Issuing Bank and the Swingline Lender (i) agree to convert and continue the 2021 Revolving Loans and 2021 Commitments of the 2021 Lender party hereto (the "Extending Lender") to 2022 Revolving Loans and 2022 Commitments, so that such Loans and Commitments are the same Class as the 2022 Revolving Loans and 2022 Commitments and (ii) make certain other amendments to the Existing Credit Agreement; and

WHEREAS, the Extending Lender, Lenders constituting Required Lenders (including for the avoidance of doubt, the Extending Lender), the Administrative Agent, the Issuing Bank and the Swingline Lender have agreed to such amendments on the terms and conditions set forth herein;

WHEREAS, JPMorgan Chase Bank, N.A. has agreed to act as lead arranger and bookrunner for this Amendment.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendments to Existing Credit Agreement. (a) Effective on the Amendment No. 5 Effective Date, the 2021 Revolving Loans and 2021 Commitments, as in effect immediately prior to the Amendment No. 5 Effective Date, are converted and continued hereby as 2022 Revolving Loans and 2022 Commitments, respectively (the "2021 Revolving Extension").

(b) The Lenders party hereto, constituting Required Lenders (including for the avoidance of doubt, the Extending Lender) hereby (i) consent to the 2021 Revolving Extension and (ii) agree that after giving effect to the 2021 Revolving Extension, all 2021 Commitments and 2021 Revolving Loans of the Extending Lender shall be deemed to be 2022 Revolving Loans and 2022 Commitments, respectively, and shall be treated as the same Class for all purposes under the Credit Agreement.

(c) Section 1.01 of the Existing Credit Agreement is hereby amended by inserting in alphabetical order the following new definitions:

““Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.”

““Resolution Authority” means (a) with respect to any EEA Financial Institution, an EEA Resolution Authority and (b) with respect to any UK Financial Institution, a UK Resolution Authority.”

““UK Financial Institutions” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.”

““UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.”

(d) The following definitions set forth in Section 1.1 of the Existing Credit Agreement are hereby amended and restated in their respective entireties to read as follows:

““Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.”

““Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation or rule for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).”

““EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of

an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.”

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.”

(e) Section 9.18 of the Existing Credit Agreement is hereby amended by replacing (i) each reference therein to “EEA Financial Institution” or “EEA Financial Institutions” with references to “Affected Financial Institution” or “Affected Financial Institutions”, as applicable and (ii) each reference therein to “an EEA Resolution Authority” or “any EEA Resolution Authority” with references to “the applicable Resolution Authority”.

(f) Schedule 2.01 to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule 1 hereto.

Section 2. Conditions of Effectiveness. This Amendment shall become effective on the date hereof (the “Amendment No. 5 Effective Date”) upon the satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received counterparts to this Amendment, duly executed by each of the Borrower, the Extending Lender, Lenders constituting Required Lenders (including for the avoidance of doubt, the Extending Lender), the Administrative Agent, the Issuing Bank and the Swingline Lender;

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the Amendment No. 5 Effective Date) of (i) Sidley Austin LLP, counsel for the Loan Parties, and (ii) in-house legal counsel for the Loan Parties, in each case, covering such matters relating to the Loan Parties and this Amendment as the Administrative Agent shall reasonably request;

(c) The Administrative Agent shall have received certificates of the secretary or an assistant secretary of each Loan Party (or, if any Loan Party does not have a secretary or assistant secretary, any other Person duly authorized to execute such a certificate on behalf of such Loan Party), certifying as to (i) specimen signatures of the persons authorized to execute Loan Documents to which such Loan Party is a party, (ii) copies of resolutions of the board of directors or other appropriate governing body of such Loan Party authorizing the execution and delivery of

this Amendment and (iii) copies of such Loan Party's constituent organizational documents or a statement that such constituent organizational documents have not changed since the time each Loan Party last provided a certification in respect thereof;

(d) The Administrative Agent shall have received, for each Loan Party, a certificate of good standing (or the equivalent) from the appropriate governing agency of such Loan Party's jurisdiction of organization (to the extent the concept of good standing is applicable in such jurisdiction);

(e) The Administrative Agent shall have received, at least three Business Days prior to the Amendment No. 5 Effective Date, all documentation and other information regarding the Borrower requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, to the extent requested in writing of the Borrower at least 10 Business Days prior to the Amendment No. 5 Effective Date; and

(f) The Administrative Agent shall have received payment of the Administrative Agent's and its affiliates' fees and reasonable out-of-pocket expenses (including reasonable out-of-pocket fees and expenses of counsel for the Administrative Agent) in connection with this Amendment and any other Loan Document, and for which invoices have been presented at least one (1) Business Day prior to the Amendment No. 5 Effective Date, in each case, to the extent payment is required by Section 9.03(a) of the Credit Agreement.

Section 3. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants as follows:

(a) This Amendment has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding at law or in equity.

(b) Immediately after giving effect to this Amendment, the representations and warranties of the Borrower set forth in the Credit Agreement are true and correct in all material respects (except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects), on and as of the date hereof, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty is true and correct in all material respects (except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects) on and as of such earlier date.

(c) Immediately before and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

Section 4. Effect on Credit Agreement.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to such Agreement, as amended and modified hereby.

(b) Except as specifically amended and modified above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall neither, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

Section 5. Consent of Guarantors. Each Guarantor hereby (a) consents to this Amendment, and to the amendments and modifications to the Credit Agreement pursuant hereto and (b) acknowledges the effectiveness and continuing validity of (and ratifies and affirms) its obligations under or with respect to the Subsidiary Guaranty pursuant to the terms thereof, in each case after giving effect to this Amendment and that such obligations are without defense, setoff and counterclaim.

Section 6. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 8. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile or PDF copy of any signature hereto shall have the same effect as the original thereof. This Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

EAGLE MATERIALS INC., as Borrower

By: /s/ D. Craig Kesler

Name: D. Craig Kesler

Title: Executive Vice President – Finance and
Administration and Chief Financial Officer

By their execution below, each of the undersigned hereby evidences their consent and acknowledgment to the matters set forth in Section 5 of this Amendment.

IC ENERGY LLC

By: /s/ William R. Devlin

Name: William R. Devlin

Title: Vice President

[Signature Page to Amendment No. 5]

3D CONCRETE LLC
AG DALLAS LLC
AG SOUTH CAROLINA LLC
AMERICAN GYPSUM COMPANY LLC
AMERICAN GYPSUM MARKETING COMPANY LLC
AUDUBON MATERIALS LLC
AUDUBON READYMIX LLC
CCP CEMENT LLC
CCP CONCRETE/AGGREGATES LLC
CCP GYPSUM LLC
CCP LAND LLC
CCP LEASING LLC
CENTEX CEMENT LLC
CENTEX MATERIALS LLC
CPC LAND COMPANY LLC
EAGLE CEMENT COMPANY LLC
EAGLE MATERIALS IP LLC
EAGLE SPIN COMPANY INC.
FAIRBORN CEMENT COMPANY LLC
FARMING SOLUTIONS HOLDINGS LLC
FARMING SOLUTIONS LLC
HOLLIS & EASTERN RAILROAD COMPANY LLC

ILLINOIS CEMENT COMPANY LLC
KANSAS CITY AGGREGATE LLC
KANSAS CITY FLY ASH LLC
KANSAS CITY READYMIX LLC
KOSMOS CEMENT COMPANY LLC
MICHIGAN CEMENT COMPANY LLC
MOUNTAIN CEMENT COMPANY LLC
MOUNTAIN LAND & CATTLE COMPANY LLC
NEVADA CEMENT COMPANY LLC
REPUBLIC PAPERBOARD COMPANY LLC
RIO GRANDE DRYWALL SUPPLY CO. LLC
SKYWAY CEMENT COMPANY LLC
TEXAS CEMENT COMPANY
TLCC GP LLC
TLCC LP LLC
TULSA CEMENT LLC
WESTERN CEMENT COMPANY OF CALIFORNIA
WISCONSIN CEMENT COMPANY LLC

By /s/ D. Craig Kesler

Name: D. Craig Kesler

Title: Senior Vice President

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Administrative Agent, the Issuing Bank, the Swingline Lender and as a Lender

By: /s/ Alexander Vardaman

Name: Alexander Vardaman

Title: Authorized Officer

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION, as the Extending Lender

By: /s/ Chad Smith

Name: Chad Smith

Title: Executive Vice President

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as a Lender

By: /s/ Jennifer Yan

Name: Jennifer Yan

Title: Senior Vice President

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

Truist Bank, as a Lender

By: /s/ Chris Hursey
Name: Chris Hursey
Title: Director

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

Wells Fargo Bank, N.A., as a Lender

By: /s/ Andrew M. Widmer
Name: Andrew M. Widmer
Title: Senior Vice President

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

PNC Bank, National Association, as a Lender

By: /s/ R. Ruining Nguyen

Name: R. Ruining Nguyen

Title: Senior Vice President

[Signature Page to Amendment No. 5]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

The Northern Trust Company, as a Lender

By: /s/ Tim Rohde

Name: Tim Rohde

Title: Vice President

[Signature Page to Amendment No. 5]

Schedule 1

SCHEDULE 2.01 TO EAGLE MATERIALS INC. THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

2021 Commitments

None

2022 Commitments

<u>Lender</u>	<u>Commitments</u>
JPMorgan Chase Bank, N.A.	\$112,500,000
Bank of America, N.A.	\$105,000,000
Truist Bank, formerly known as Branch Banking and Trust Company, and as successor by merger to SunTrust Bank	\$175,000,000
Wells Fargo Bank, N.A.	\$105,000,000
PNC Bank, National Association	\$105,000,000
Texas Capital Bank, National Association	\$ 83,750,000
The Northern Trust Company	\$ 63,750,000
Total:	\$750,000,000