

INFORMATICA CORP
Form 8-K
September 30, 2014

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)

September 26, 2014

INFORMATICA CORPORATION

(Exact name of registrant as specified in its charter)

State of Delaware
(State or other jurisdiction of
incorporation or organization)

0-25871
(Commission File Number)

77-0333710
(I.R.S. Employer
Identification Number)

2100 Seaport Boulevard
Redwood City, California 94063

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(Address of principal executive offices)

(650) 385-5000

(Registrant's telephone number, including area code)

(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 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 September 26, 2014, Informatica Corporation (Informatica) entered into a Credit Agreement (the Credit Agreement) with each of the lenders party thereto (the Lenders), JPMorgan Chase Bank, N.A., as Administrative Agent (the Agent), Bank of America, N.A., as Syndication Agent. The Credit Agreement provides for an unsecured revolving credit facility in an amount of up to \$220.0 million, with an option for Informatica to request to increase the revolving loan commitments or to enter into one or more tranches of term loan in an aggregate amount of up to \$30.0 million, for a total credit facility of up to \$250.0 million. The revolving credit facility has sublimits for swingline loans up to \$10.0 million and for the issuance of standby letters of credit in a face amount up to \$20.0 million.

At Informatica's option, revolving loans accrue interest at a per annum rate based on either:

- the base rate plus a margin ranging from 0.50% to 1.00% depending on Informatica's consolidated leverage ratio, and
- the LIBO rate (based on 1, 2, 3 or 6-month interest periods) plus a margin ranging from 1.50% to 2.00% depending on Informatica's consolidated leverage ratio.

The base rate means the highest of JPMorgan Chase Bank, N.A.'s prime rate, the federal funds rate plus a margin equal to 0.50%, and the LIBO rate for a 1-month interest period plus a margin equal to 1.00%. Swingline loans accrue interest at a per annum rate based on the base rate plus the applicable margin for base rate loans. Informatica is also obligated to pay other customary closing fees, arrangement fees, administration fees, commitment fees and letter of credit fees for a credit facility of this size and type.

Revolving loans may be borrowed, repaid and reborrowed until September 26, 2019, at which time all amounts borrowed must be repaid. Swingline loans shall be repaid on the 15th day of a calendar month, or the last day of a calendar month, or September 26, 2019, whichever is earlier. Accrued interest on the revolving loans is payable quarterly in arrears with respect to base rate loans and at the end of each interest rate period (or at each three month interval in the case of loans with interest periods greater than three months) with respect to LIBO rate loans. Accrued interest on the swingline loans is payable on each day that a swingline loan is required to be repaid. Informatica may prepay the loans or terminate or reduce the commitments in whole or in part at any time, without premium or penalty, subject to certain conditions including minimum amounts in the case of commitment reductions and reimbursement of certain costs in the case of prepayments of LIBO rate loans.

On September 26, 2014, Siperian LLC and Identity Systems, Inc., each wholly-owned subsidiaries of Informatica, entered into a Guaranty in favor of Agent, pursuant to which such parties guaranteed all of the obligations of Informatica under the Credit Agreement. Future material domestic subsidiaries of Informatica will be required to guaranty Informatica's obligations under the Credit Agreement.

The Credit Agreement contains customary affirmative and negative covenants, including covenants that limit or restrict Informatica and its subsidiaries' ability to, among other things, incur indebtedness, grant liens, merge or consolidate, dispose of assets, make investments, make acquisitions, enter into hedging agreements, enter into certain transactions with affiliates, pay dividends or make distributions, repurchase stock, enter into restrictive agreements and enter into sale and leaseback transactions, in each case subject to customary exceptions for a credit facility of this size and type. Informatica is also required to maintain compliance with a consolidated leverage ratio and a consolidated interest coverage

ratio.

The Credit Agreement includes customary events of default that, include among other things, non-payment defaults, inaccuracy of representations and warranties, covenant defaults, cross default to material indebtedness, bankruptcy and insolvency defaults, material judgment defaults, ERISA defaults and a change of control default. The occurrence of an event of default could result in the acceleration of the obligations under the Credit Agreement. Under certain circumstances, a default interest rate will apply on all obligations during the existence of a payment default under the Credit Agreement at a per annum rate equal to 2.00% above the applicable interest rate for any overdue principal and 2.0% above the rate applicable for base rate loans for any other overdue amounts.

Certain of the lenders under the Credit Agreement and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with Informatica or Informatica's affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

Item 1.02 Termination of a Material Definitive Agreement

On September 26, 2014, Informatica terminated its Credit Agreement, dated as of September 29, 2010 (the Prior Credit Facility), among the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Comerica Bank, as syndication agent, Bank of America, N.A., as co-documentation agent, HSBC Bank USA, National Association, as co-documentation agent and Wells Fargo Bank, National Association, as co-documentation agent, and all agreements related thereto. Reference is hereby made to Informatica's Form 8-K filed on September 29, 2010 for a description of the terms of the Prior Credit Facility.

Certain of the lenders under the Prior Credit Agreement and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with Informatica or Informatica's affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

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 under Item 1.01, Entry into a Material Definitive Agreement, is incorporated herein by reference.

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.

Date: September 30, 2014

INFORMATICA CORPORATION

By: /s/ Earl E. Fry
Earl E. Fry
*Chief Financial Officer, Chief Administration Officer
and EVP, Global Customer Support and Services*