
**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): August 11, 2023 (August 8, 2023)

NEWELL BRANDS INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-9608
(Commission
File Number)

36-3514169
(IRS Employer
Identification Number)

6655 Peachtree Dunwoody Road
Atlanta, Georgia 30328
(Address of principal executive offices including zip code)

(770) 418-7000
(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 (see General Instruction A.2. below):

- 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, \$1 par value per share	NWL	Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in 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.

On August 8, 2023, Newell Brands Inc. (the “Company”) and Jarden Receivables, LLC, a wholly-owned subsidiary of the Company (“Jarden Receivables”) entered into the Fourth Amendment (the “Amendment”) to the Amended and Restated Loan and Servicing Agreement, among Jarden Receivables, as Borrower, the Company, as Servicer, the Conduit Lenders, the Committed Lenders and the Managing Agents named therein, PNC Bank, National Association and Royal Bank of Canada, each as an Issuing Lender, PNC Bank, National Association, as Administrative Agent, and PNC Capital Markets LLC, as Structuring Agent, dated October 2, 2019 and as amended thereafter, (the “Amended and Restated Loan and Servicing Agreement”). Capitalized terms herein shall be defined as set forth in the Amendment or the Amended and Restated Loan and Servicing Agreement, as applicable, unless otherwise specified herein.

Pursuant to the terms of the Amendment, the definition of “Level 2 Ratings Period” in the Amended and Restated Loan and Servicing Agreement was modified, effective August 2, 2023, to require a written notification from the Required Managing Agents to the Borrower before a Level 2 Ratings Period becomes effective.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1.

Item 9.01 Exhibits.

(d)Exhibits

10.1 [Fourth Amendment to the Amended and Restated loan and Servicing Agreement](#)

104 Cover Page Interactive Data File – (formatted as Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NEWELL BRANDS INC.

Dated: August 11, 2023

By: /s/ Bradford R. Turner
Bradford R. Turner
Chief Legal and Administrative Officer and
Corporate Secretary

FOURTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SERVICING AGREEMENT

THIS Fourth Amendment to Amended and Restated Loan and Servicing Agreement, dated as of August 8, 2023 (the “*Agreement*”), is entered into among JARDEN RECEIVABLES, LLC (the “*Jarden Receivables*”); NEWELL BRANDS INC., (“*Newell*”), as Servicer (the “*Servicer*”); PNC BANK, NATIONAL ASSOCIATION (“*PNC*”), as Administrative Agent (in such capacity, the “*Administrative Agent*”), as an Issuing Lender, and as a Managing Agent; ROYAL BANK OF CANADA, as an Issuing Lender and a Managing Agent; and each Managing Agent party hereto.

BACKGROUND

WHEREAS, reference is hereby made to that certain Amended and Restated Loan and Servicing Agreement, dated as of October 2, 2019 (as amended or otherwise modified prior to the date hereof, the “*Loan Agreement*”), among Jarden Receivables, as Borrower, the Servicer, the commercial paper conduits from time to time party thereto, the financial institutions from time to time party thereto as Committed Lenders, the financial institutions from time to time party thereto as Managing Agents, the Issuing Lenders, the Administrative Agent, and PNC Capital Markets, as Structuring Agent. Unless otherwise defined herein, all capitalized terms used herein have the meanings assigned to such terms in the Loan Agreement.

WHEREAS, subject to the terms and conditions set forth herein, the parties hereto have agreed to amend certain provisions of the Loan Agreement as described below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Defined Terms.*

Unless otherwise amended by the terms of this Amendment, terms used in this Amendment shall have the meanings assigned in the Loan Agreement.

2. *No Event of Termination.*

In order to induce the Servicer, the Administrative Agent, the Issuing Lenders and the Managing Agents to execute and deliver, and to perform in accordance with the terms of, this Agreement, Jarden Receivables hereby certifies that as of the date hereof, (A) no event has occurred and is continuing that will constitute an Event of Termination or an Incipient Event of Termination, and (B) the execution and delivery of this Agreement has been duly authorized by proper corporate proceedings, and this Agreement constitutes the legal, valid and binding obligation of Jarden Receivables, enforceable against Jarden Receivables in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws of general applicability affecting the enforcement of creditors’ rights generally.

3. *Amendments to Loan Agreement.*

(a) Subject to the satisfaction of the conditions precedent set forth in Section 4(a) below, the definition of “*Level 2 Ratings Period*” shall be, effective as of the Effective Time, and hereby is amended and restated in its entirety as follows:

“*Level 2 Ratings Period*” means any period of time, other than during a Level 3 Rating Period, during which both (A) the Debt Rating of Newell is (i) lower than BB+ by S&P or (ii) lower than Ba1 by Moody’s, and (B) the Required Managing Agents have notified the Borrower in writing that a Level 2 Ratings Period is in effect hereunder.

4. *Effectiveness; Miscellaneous.*

(a) This Agreement shall become effective on the date hereof, subject to receipt by the Administrative Agent of the following, and upon its effectiveness, the amendment set forth in Section 3 hereof shall be deemed effective as of August 2, 2023 (the “*Effective Time*”):

(i) a counterpart of this Agreement duly executed by each party hereto; and

(ii) an amendment fee payable to PNC Capital Markets LLC, in its capacity as Structuring Agent, in an amount equal to .025% of the Commitment of PNC, in its capacity as a Committed Lender, that is applicable to such Committed Lender at all times other than during the Seasonal Period.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (including any trustee in bankruptcy).

(c) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

(d) On and after the Effective Time, each reference in the Loan Agreement to “*this Agreement*”, “*hereunder*”, “*hereof*”, “*herein*” or words of like import, and all references to such agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature shall be deemed to mean and be a reference to such agreement, after giving effect to this Agreement. The Loan Agreement, the other Facility Documents and the other documents, instruments and agreements executed or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed, after giving effect to this Agreement.

(e) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of any party to the Loan Agreement or any of the other Facility Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

(f) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement electronically shall be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Agreement electronically will also deliver an original executed counterpart, but the failure of any party to so deliver an original executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

(g) Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(h) Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this agreement for any other purpose.

(i) Unless otherwise expressly indicated, all references herein to “*Section*” shall mean sections of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date hereof.

JARDEN RECEIVABLES LLC

By: Sunbeam Products, Inc.
Its: Manager and Sole Member

By: /s/ Bradford R. Turner
Name: Bradford R. Turner
Title: Chief Legal and Administrative Officer and
Corporate Secretary

NEWELL BRANDS INC.,
as Servicer

By: /s/ Bradford R. Turner
Name: Bradford R. Turner
Title: Chief Legal and Administrative Officer and
Corporate Secretary

[Signature Page to Fourth Amendment to Amended and Restated Loan and Servicing Agreement]

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent and as a Managing Agent

By: /s/ Christopher Blaney
Name: Christopher Blaney
Title: Senior Vice President

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PNC BANK CAPITAL MARKETS LLC,
as Structuring Agent

By: /s/ Christopher Blaney
Name: Christopher Blaney
Title: Managing Director

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ROYAL BANK OF CANADA,
as a Managing Agent

By: /s/ Veronica L. Gallagher
Name: Veronica L. Gallagher
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Amended and Restated Loan and Servicing Agreement]