

Edgar Filing: TUPPERWARE CORP - Form 4

TUPPERWARE CORP

Form 4

April 10, 2002

1. Name and Address of Reporting Person  
Parker, David R.  
Interprise Technology Partners  
1001 Brickell Drive, 30th FL  
Miami, FL 33131
2. Issuer Name and Ticker or Trading Symbol  
Tupperware Corporation (TUP)
3. IRS or Social Security Number of Reporting Person (Voluntary)
4. Statement for Month/Year  
3/2002
5. If Amendment, Date of Original (Month/Day/Year)
6. Relationship of Reporting Person(s) to Issuer (Check all applicable)  
(X) Director ( ) 10% Owner  
( ) Officer (give title below) ( ) Other (specify below)
7. Individual or Joint/Group Filing (Check Applicable Line)  
(X) Form filed by One Reporting Person  
( ) Form filed by More than One Reporting Person

TABLE I -- Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security	2. Trans- action Date (Month/ Day/ Year)	3. Trans- action Code	4. Securities Acquired (A) or Disposed of (D)			5. Amou Secu Bene Owe End Mont	
			Code	V	Amount	A/D	Price

Common Stock

03/28/2002 A

ter>(Street)

PITTSBURGH, PA 15272 4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)

\_X\_ Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

(City)

(State)

(Zip)

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D) Code	V Amount	Price	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1474  
(9-02)

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**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price or Value of Underlying Securities (Instr. 3 and 4)
Phantom Stock Units	(1)	09/14/2018		A	4.2346	(2) (2)	Common Stock	4.2346 \$ 1

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
BOST GLENN E II PPG INDUSTRIES, INC. ONE PPG PLACE PITTSBURGH, PA 15272			Sr. VP, Law, Compl & Spec Proj	

## Signatures

/s/ Greg E. Gordon, Attorney-in-Fact for Glenn E. Bost II  
 \*\*Signature of Reporting Person  
 Date 09/17/2018

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The security converts to common stock on a one-for-one basis.
- (2) After termination of employment with PPG.
- (3) Total of all phantom stock units held by the reporting person in the PPG Industries, Inc. Deferred Compensation Plan.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

Second, prior to December 15, 2018, the Company may redeem all or part of the Second Lien Notes upon not less than 30 or more than 60 days notice, at a redemption price equal to the sum of:

100% of the principal amount thereof, plus

the Make Whole Premium (as defined in the Indenture) at the redemption date, plus

accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Third, on and after December 15, 2018, the Company has the option to redeem all or a part of the Second Lien Notes, upon not less than 30 or more than 60 days notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest, if any, on the Second Lien Notes redeemed to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period (or, in the case of the period beginning December 15, 2020, such twelve-month period and thereafter) beginning on December 15 of the years indicated below:

Year	Percentage
2018	104.000%
2019	102.000%
2020 and thereafter	100.000%

*Mandatory Principal Payments*

If the Second Lien Notes would otherwise constitute applicable high yield discount obligations ( AHYDOs ) within the meaning of Section 163(i)(1) of the Internal Revenue Code of 1986, at the end of all accrual periods ending after the fifth anniversary of the initial issue date of the Second Lien Notes (each, an AHYDO Payment Date ), but not including the final accrual period, the Company will be required to make pro-rata cash payments to all holders of each Second Lien Note then outstanding in an amount equal to the portion of such Second Lien Note s principal required to be paid as of each AHYDO Payment Date to prevent such Second Lien Note from being treated as an AHYDO within the meaning of Section 163(i)(1) of the Internal Revenue Code. No partial payments, redemptions or repurchases of the Second Lien Notes prior to an AHYDO Payment Date pursuant to any other provision of the Indenture or the Second Lien Notes will alter the Company s obligation to make such mandatory principal payment with respect to the Second Lien Notes that remain outstanding on an AHYDO Payment Date.

*Certain Covenants*

The Indenture contains covenants that, among other things, limit the ability of the Company and its restricted subsidiaries to: (i) create liens securing certain indebtedness; (ii) enter into certain sale-leaseback transactions; (iii) sell Collateral and use proceeds from such sales; and (iv) consolidate or merge with or into any person, or sell, convey, lease or otherwise dispose of all or substantially all of the Company's assets to any person.

If on any date (a) either (1) both (x) the rating of the Index Debt (as defined in the Indenture) is (i) BB+ or higher from Standard & Poor's Ratings Services (S&P) and Ba2 or higher from Moody's Investor's Services, Inc. (Moody's) or (ii) Ba1 or higher from Moody's and BB or higher S&P and (y) the Leverage Ratio (as defined in the Credit Facility, and all component definitions thereof are as defined therein, in each case, as in effect on the date of the Indenture) of the Company (as of the date of its most recent annual or quarterly financial statements filed with the Securities and Exchange Commission) is less than or equal to 3.00:1.00 or (2) the rating of the Index Debt is (i) BBB- or higher from S&P and Ba1 or higher from Moody's or (ii) Baa3 or higher from Moody's and BB+ or higher from S&P (this clause (a) the Collateral Termination Test) or (b) upon consummation of a contemplated transaction, immediately after giving effect to such transaction and pro forma for such transaction, and any indebtedness incurred in connection therewith and the use of proceeds therefrom, the Company would be able to satisfy the Collateral Termination Test (including as evidenced by indicative ratings from S&P and Moody's), on and after such date, in the case of clause (a), or on consummation of such transaction, in the case of clause (b), the Company and its restricted subsidiaries will not be subject to the covenant restricting the sale of Collateral and all liens on the Collateral will be released. As a result, notwithstanding anything to the contrary in the Indenture, after such time, the Second Lien Notes will be the senior unsecured obligations of the Company and the Subsidiary Guarantors.

*Events of Default*

Upon a continuing event of default, the trustee or the holders of 25% of the principal amount of the Second Lien Notes may declare the Second Lien Notes immediately due and payable, except that a default resulting from a bankruptcy, insolvency or reorganization with respect to the Company or any Subsidiary Guarantor, will automatically cause all Second Lien Notes to become due and payable. Each of the following constitutes an Event of Default under the Indenture:

default by the Company or any Subsidiary Guarantor in the payment of principal of or any premium on the Second Lien Notes when due and payable at maturity;

default by the Company or any Subsidiary Guarantor in the payment of any installment of interest on the Second Lien Notes when due and payable and continuance of such default for 30 days;

default on any other Indebtedness (as defined in the Indenture) of the Company or any Subsidiary Guarantor if either:

such default results in the acceleration of the maturity of any such Indebtedness having a principal amount of \$75 million or more individually or, taken together with the principal amount of any other such Indebtedness the maturity of which has been so accelerated, in the aggregate, or

such default results from the failure to pay when due principal of any such Indebtedness, after giving effect to any applicable grace period (a Payment Default ), having a principal amount of \$75 million or more individually or, taken together with the principal amount of any other Indebtedness under which there has been a Payment Default, in the aggregate, subject to a cure provision;

default in the performance, or breach of, any covenant or agreement of the Company or any Subsidiary Guarantor in the Indenture and failure to remedy such default within a period of 60 days after written notice thereof from the Trustee or Holders of 25% of the principal amount of the outstanding notes, subject to a cure provision;

the failure of a guarantee by a Subsidiary Guarantor to be in full force and effect, or the denial or disaffirmance by such entity thereof;

certain events involving bankruptcy, insolvency or reorganization of the Company or any Subsidiary Guarantor of the Company; and

the occurrence of the following:

any agreement establishing the second-priority liens securing the Second Lien Notes ceases for any reason to be enforceable; provided that it will not be an Event of Default if the sole result of such failure is that any such lien purported to be granted under any such agreement on Collateral, individually or in the aggregate, having a fair market value of not more than \$50.0 million, ceases to be an enforceable and perfected second-priority lien, subject to a cure provision;

any second-priority lien securing the Second Lien Notes purported to be granted under any agreement on the Collateral, individually or in the aggregate, having a fair market value in excess of \$50.0 million, ceases to be an enforceable and perfected second-priority lien, subject to the Intercreditor Agreement and other liens permitted under the Indenture, subject to a cure provision; and

any Mortgagor, or any person acting on behalf of any of them, denies or disaffirms its obligations under the agreements establishing the second-priority liens securing the Second Lien Notes.

The information included in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03 of this Current Report.

The foregoing descriptions of the Indenture and the Second Lien Notes do not purport to be complete and are qualified in their entirety by reference to the Indenture, which is filed as Exhibit 4.1 to this Current Report and is incorporated herein by reference.

### **Intercreditor Agreement**

On December 23, 2015, MUFG Union Bank, N.A., as priority lien agent, and the Collateral Trustee, as second lien collateral trustee, entered into an intercreditor agreement, which was acknowledged and agreed to by the Company and the Subsidiary Guarantors (the Intercreditor Agreement ) to govern the relationship of holders of the Second Lien Notes and holders of any other obligations secured on an equal and ratable basis with the Second Lien Notes that the Company or any Subsidiary Guarantor may incur in the future (if any), the lenders under the Credit Facility and holders of other priority lien obligations and holders of any junior lien debt that the Company may incur in the future (if any), with respect to the Collateral and certain other matters.

The foregoing description of the Intercreditor Agreement does not purport to be complete and is qualified in its entirety by reference to the Intercreditor Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### **Collateral Trust Agreement**

On December 23, 2015, the Company, the Subsidiary Guarantors, the Trustee, as representative of the holders of Second Lien Notes, and the Collateral Trustee entered into a collateral trust agreement (the Collateral Trust Agreement ) pursuant to which the Collateral Trustee will receive, hold, administer, maintain, enforce and distribute the proceeds of all of its liens upon the Collateral for the benefit of the current and future holders of the Second Lien Notes and other obligations secured on an equal and ratable basis with the Second Lien Notes, if any.

The foregoing description of the Collateral Trust Agreement does not purport to be complete and is qualified in its entirety by reference to the Collateral Trust Agreement, which is filed as Exhibit 10.2 to this Current Report and is incorporated herein by reference.

Explanation of Responses:

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

- 4.1 Indenture, dated as of December 23, 2015, among Chesapeake Energy Corporation, the guarantors named therein, and Deutsche Bank Trust Company Americas, as trustee and as collateral trustee.
- 10.1 Intercreditor Agreement, dated as of December 23, 2015, by and among MUFG Union Bank, N.A., as priority lien agent, and Deutsche Bank Trust Company Americas, as second lien collateral trustee, and acknowledged and agreed to by Chesapeake Energy Corporation and certain of its subsidiaries.
- 10.2 Collateral Trust Agreement, dated as of December 23, 2015, by and among Chesapeake Energy Corporation, the guarantors named therein, and Deutsche Bank Trust Company Americas as the representative of the holders of the Second Lien Notes and as collateral trustee.

**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.

**Chesapeake Energy Corporation**

Date: December 23, 2015

By: /s/ James R. Webb  
James R. Webb  
Executive Vice President General Counsel and  
Corporate Secretary



**INDEX TO EXHIBITS**

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
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