

HECLA MINING CO/DE/
Form 8-K
July 02, 2009

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): June 29, 2009

HECLA MINING COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction

of Incorporation)

1-8491
(Commission File Number)

6500 North Mineral Drive, Suite 200

77-0664171
(IRS Employer

Identification No.)

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Coeur d Alene, Idaho 83815-9408

(Address of Principal Executive Offices) (Zip Code)

(208) 769-4100

(Registrant's Telephone Number, Including Area Code)

N/A

(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)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12(b))
- .. 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))

Item 1.01. Entry into a Material Definitive Agreement.

Entry into Fifth Amendment to Credit Agreement

On April 16, 2008, we announced the entry into an Amended and Restated Credit Agreement with The Bank of Nova Scotia (the *Credit Agreement*) for a \$380 million debt facility, consisting of a \$140 million three year amortizing term facility maturing on March 31, 2011, and a \$240 million bridge facility originally maturing on October 16, 2008. Funds from the Credit Agreement, together with internal cash sources, were used to fund the cash portion of our purchase of the remaining 70.27% interest of the Greens Creek joint venture in April 2008. The Credit Agreement is incorporated by reference hereto from Exhibit 10.1.

On October 16, 2008, we announced that we had repaid in the six months prior \$200 million of the \$240 million bridge facility and extended the maturity date for the remaining \$40 million of the bridge facility pursuant to the First Amendment to Amended and Restated Credit Agreement (the *First Amendment*), which is incorporated by reference hereto from Exhibit 10.2. The First Amendment extended the maturity date of the remaining portion of the bridge facility to February 16, 2009; provided, however, that we furnish our lenders with a life of mine plan for each of the Greens Creek Mine and the Lucky Friday Mine by November 14, 2008 (*First Amendment Hecla Mine Plan*), and our lenders do not notify us that such First Amendment Hecla Mine Plan is unsatisfactory by December 10, 2008.

On December 10, 2008, we announced that our lenders notified us that the First Amendment Mine Plan was satisfactory, thereby confirming a maturity date of February 16, 2009 for the remaining \$40 million of the bridge facility. We also entered into the Second Amendment to Amended and Restated Credit Agreement (the *Second Amendment*) which is incorporated by reference hereto from Exhibit 10.3. The Second Amendment waived the requirement that proceeds from any financing completed by us be used for paying down the bridge loan and the term facility for up to \$20,000,000 of net proceeds received by us in a financing completed by December 31, 2008. We completed a financing by December 31, 2008, which included the sale of (i) approximately 10.24 million shares of our common stock, par value \$0.25 per share, at an offering price of \$2.05 per share, (ii) Series 1 warrants to purchase up to approximately 7.68 million shares of our common stock at an initial exercise price of \$2.45 per share exercisable on or after June 9, 2009 through June 9, 2014, (iii) additional Series 1 warrants to purchase 460,976 shares of common stock at an initial exercise price of \$2.56 per share, and (iv) Series 2 warrants to purchase up to 7.68 million shares of our common stock at an exercise price of \$2.35 per share, which expired unexercised on February 28, 2009.

On December 31, 2008, we announced we had entered into the Third Amendment to Amended and Restated Credit Agreement (the *Third Amendment*), which is incorporated by reference hereto from Exhibit 10.4. The Third Amendment moved the \$18.3 million quarterly principal payment due on our term facility on December 31, 2008 to February 13, 2009 and also provided us financial covenant relief for the period ended December 31, 2008. In exchange for this principal payment deferral and covenant relief, we agreed in the Third Amendment to (i) increase the interest rate on our term facility to 6% over LIBOR or 5% over the base rate, (ii) additional reporting requirements, (iii) grant additional security interests on the assets of our

domestic subsidiaries with limited exceptions, (iv) have all our domestic subsidiaries guaranty the term facility and bridge facility with limited exceptions, (v) additional limitations on our covenants until February 13, 2009, (vi) keep unencumbered cash on hand in an amount not less than \$10,000,000, (vii) retain a chief restructuring officer, and (viii) move the maturity date of the bridge facility from February 16, 2009 to February 13, 2009.

On February 3, 2009, we announced we had entered into the Fourth Amendment to Amended and Restated Credit Agreement (the Fourth Amendment,), which is incorporated by reference hereto from Exhibit 10.5. The Fourth Amendment deferred all of our scheduled principal payments on our term facility in 2009. In exchange for this principal payment deferral, we agreed in the Fourth Amendment to (i) pay off our bridge facility with funds from an equity or subordinated debt offering of at least \$50 million on or before February 12, 2009, (ii) pay an additional fee to our lenders upon effectiveness of the Fourth Amendment, and on each subsequent July 1st and January 1st, by issuing to the lenders an aggregate amount of our 12% convertible preferred stock (the Convertible Preferred Stock) equal to 3.75% of the aggregate principal amount of the term facility outstanding on such date until the term facility is paid off in full, (iii) revise our financial covenants, including, without limitation, the addition of a liquidity covenant, and extend certain additional limitations on our covenants until the March 31, 2011 maturity date of the term facility, and (iv) make additional mandatory prepayments of our remaining term facility with 75% of our semi-annual excess cash flow and with proceeds we receive from asset sales and the issuance of additional equity and debt, with limited exceptions. The form of Certificate of Designations with respect to the Convertible Preferred Stock is incorporated by reference hereto from Exhibit 3.1.

The Fourth Amendment did not become effective until certain conditions were met, including the receipt of net proceeds from an equity or subordinated debt offering by February 12, 2009 of at least \$50 million and payment of our bridge facility. We completed a financing on February 10, 2009, which included the offering of (i) 36.8 million shares of common stock, par value \$0.25 per share, and (ii) Series 3 warrants to purchase 18.4 million shares of our common stock (exercisable at \$2.50 per share on or after August 10, 2009 through August 10, 2014). The securities were issued in the form of units (Units), with each Unit consisting of one share of common stock and one-half Series 3 common stock purchase warrant. The Units were sold at a price of \$2.05 per Unit. The net proceeds from the offering were approximately \$71.3 million. We used the net proceeds from the offering to repay in full our \$40 million bridge loan facility.

On June 30, 2009, we announced we had made a prepayment of \$18.2 million on our term facility and entered into the Fifth Amendment to Amended and Restated Credit Agreement (the Fifth Amendment together with the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment , the Amendments), which is incorporated by reference hereto from Exhibit 10.6. The Fifth Amendment (i) reduced the number of financial institutions in our lending syndicate to two institutions, (ii) waived, through September 15, 2009, the 3.75% semiannual fee paid to our lenders in Convertible Preferred Stock, (iii) revised certain loan covenant limitations on our capital expenditures and exploration spending to allow for aggregate investments of up to \$75 million through January 15, 2010, (iv) reduced the mandatory prepayment for excess cash flow to 35% of excess cash flow per year and (v) eliminated the requirement that we retain a chief restructuring officer.

A copy of our press release issued on June 30, 2009, relating to the foregoing, is filed as Exhibit 99.1 hereto and incorporated herein by reference.

The Credit Agreement, as amended, contains representations and warranties we made. The assertions embodied in those representations and warranties are qualified by information in confidential disclosure schedules that we have exchanged in connection with signing the Credit Agreement and the Amendments. While we do not believe that they contain information securities laws require us to publicly disclose other than information that has already been so disclosed, the disclosure schedules do contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Credit Agreement, as amended. Accordingly you should not rely on the representations and warranties as characterizations of the actual state of facts, since they are modified in important part by the underlying disclosure schedules. The Credit Agreement and the Amendments have been incorporated by reference herein to provide you with information regarding their terms. They are not intended to provide any other factual information about us. Such information about us can be found elsewhere in other public filings we have made with the Securities and Exchange Commission, which are available without charge at www.sec.gov.

The disclosure schedules contain information that has been included in our general prior public disclosures, as well as potential additional non-public information. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Credit Agreement, as amended, which subsequent information may or may not be fully reflected in public disclosures.

Item 1.02. Termination of a Material Definitive Agreement.

Effective July 1, 2009 (the Termination Date), we and Alvarez & Marsal North America, LLC (A&M) mutually terminated our December 29, 2008 agreement (the Agreement) with, pursuant to which A&M provided us with corporate advisory services. Under the Agreement, Mr. Stanley E. Speer had served as our Chief Restructuring Officer with assistance from additional A&M personnel.

We paid A&M \$650 per hour for Mr. Speer s services and paid A&M additional compensation at rates ranging from \$225 to \$850 per hour with respect to services provided by additional A&M personnel. We also reimbursed A&M for its reasonable out-of-pocket expenses, including travel and lodging. In addition, we agreed to pay \$282,500 to A&M as incentive compensation.

The Agreement was terminated following our entry into the Fifth Amendment, which among other things, eliminated the requirement that we retain a chief restructuring officer. The information disclosed under Item 1.01 that relates to the elimination of the requirement that we retain a chief restructuring officer is incorporated by reference into this Item 1.02.

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

The information disclosed under Item 1.01 and in Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers: Compensatory Arrangements of Certain Officers.

On July 1, 2009, Stanley E. Speer resigned his position as our Chief Restructuring Officer upon the termination of the Agreement described in Item 1.02 above.

Item 9.01. Financial Statements and Exhibits.

(99) *Exhibits.*

Exhibit Number	Description
3.1	Form of Certificate of Designations for 12% Convertible Preferred Stock. Filed as Exhibit 3.1 to registrant's Current Report on Form 8-K filed on February 4, 2009 (File No. 1-8491), and incorporated herein by reference.
4.1	Filed as Exhibit 3.1 to registrant's Current Report on Form 8-K filed on February 4, 2009 (File No. 1-8491), and incorporated herein by reference.
10.1	Amended and Restated Credit Agreement dated April 16, 2008, by and among Hecla Mining Company, various Lenders, and The Bank of Nova Scotia, as the Administrative Agent for the Lenders, and Scotia Capital as Sole Lead Arranger and Sole Bookrunner. Filed as Exhibit 10.1 to registrant's Current Report on Form 8-K filed on April 22, 2008 (File No. 1-8491), and incorporated herein by reference.
10.2	First Amendment to Credit Agreement effective October 16, 2008, by and among Hecla Mining Company, The Bank of Nova Scotia, as the Administrative Agent for the Lenders, and various Lenders. Filed as Exhibit 10.2 to registrant's Current Report on Form 8-K filed on October 16, 2008 (File No. 1-8491), and incorporated herein by reference.
10.3	Second Amendment to Credit Agreement effective December 10, 2008, by and among Hecla Mining Company, The Bank of Nova Scotia, as the Administrative Agent for the Lenders, and various Lenders. Filed as Exhibit 10.4 to registrant's Current Report on Form 8-K filed on December 11, 2008 (File No. 1-8491), and incorporated herein by reference.
10.4	Third Amendment to Credit Agreement effective December 30, 2008, by and among Hecla Mining Company, The Bank of Nova Scotia, as the Administrative Agent for the Lenders, and various Lenders. Filed as Exhibit 10.4 to registrant's Current Report on Form 8-K filed on January 2, 2009 (File No. 1-8491), and incorporated herein by reference.

- 10.5 Fourth Amendment to Credit Agreement effective February 3, 2009, by and among Hecla Mining Company, The Bank of Nova Scotia, as the Administrative Agent for the Lenders, and various Lenders (Exhibit A to Fourth Amendment to Credit Agreement effective February 3, 2008 is filed as Exhibit 3.1 to registrant's Current Report on Form 8-K filed on February 4, 2009 (File No. 1-8491), and incorporated herein by reference.). Filed as Exhibit 10.5 to registrant's Current Report on Form 8-K filed on February 4, 2009 (File No. 1-8491), and incorporated herein by reference.
- 10.6 Fifth Amendment to Credit Agreement effective June 30, 2009, by and among Hecla Mining Company, The Bank of Nova Scotia, as the Administrative Agent for the Lenders, and various Lenders.*
- 99.1 Press Release, dated June 30, 2009.*

* Filed herewith.

SIGNATURE

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.

Dated: July 2, 2009

Hecla Mining Company

By: /s/ James A. Sabala
James A. Sabala
Senior Vice President & Chief Financial Officer