

ARC DOCUMENT SOLUTIONS, INC.

FORM 8-K (Current report filing)

Filed 03/08/10 for the Period Ending 03/05/10

Address	1981 N. BROADWAY, SUITE 385 WALNUT CREEK, CA 94596
Telephone	925 949-5100
CIK	0001305168
Symbol	ARC
SIC Code	7330 - Mailing, Reproduction, Commercial Art And
Industry	Business Services
Sector	Services
Fiscal Year	12/31

**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): March 5, 2010 (March 2, 2010)

AMERICAN REPROGRAPHICS COMPANY

(Exact name of registrant as specified in its charter)

STATE OF DELAWARE

(State or other Jurisdiction of
Incorporation)

001-32407

(Commission File Number)

20-1700361

(IRS Employer Identification No.)

1981 N. Broadway, Suite 385, Walnut Creek, California

(Address of Principal Executive Offices)

94596

(Zip Code)

Registrant's telephone number, including area code: **(925) 949-5100**

(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)
 - 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.

Amendment of Credit and Guaranty Agreement.

On March 2, 2010 (the “Effective Date”), American Reprographics Company (the “Company”) and American Reprographics Company, L.L.C. (the “Borrower”), a subsidiary of the Company, entered into a Fourth Amendment to Credit and Guaranty Agreement (the “Amendment”) with JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the lenders party to the Amendment. Capitalized terms used below but not otherwise defined have the meanings given to them in the Amendment or, if not defined in the Amendment, in the Credit Agreement (as defined below).

Pursuant to the Amendment, the definition of “Creditable Excess Cash” in the Company’s Credit and Guaranty Agreement dated as of December 6, 2007, as amended (the “Credit Agreement”) was amended to clarify that cash included in this definition is based on Cash and Cash Equivalents of the Company and its Subsidiaries in conformity with GAAP. Prior to the Amendment, the definition of “Creditable Excess Cash” did not include an explicit reference to utilizing Cash and Cash Equivalents in conformity with GAAP.

The description of the Amendment contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourth Amendment to Credit and Guaranty Agreement dated as of March 2, 2010 by and among American Reprographics Company, American Reprographics Company, L.L.C., JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the other lenders named therein.

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.

Dated: March 5, 2010

AMERICAN REPROGRAPHICS COMPANY

By: /s/ KUMARAKULASINGAM SURIYAKUMAR
Kumarakulasingam Suriyakumar
Chief Executive Officer and President

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourth Amendment to Credit and Guaranty Agreement dated as of March 2, 2010 by and among American Reprographics Company, American Reprographics Company, L.L.C., JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the other lenders named therein.

FOURTH AMENDMENT TO CREDIT AND GUARANTY AGREEMENT

FOURTH AMENDMENT TO CREDIT AND GUARANTY AGREEMENT, dated as of March 2, 2010 (this “**Amendment**”) by and among AMERICAN REPROGRAPHICS COMPANY, L.L.C., a California limited liability company (the “**Borrower**”), AMERICAN REPROGRAPHICS COMPANY, a Delaware corporation (“**Holdings**”), JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent, and the Lenders party hereto (which Lenders constitute, in the aggregate, the Required Lenders). All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, Holdings, the Borrower, certain Subsidiaries of the Borrower, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent are parties to that certain Credit and Guaranty Agreement dated as of December 6, 2007 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, the parties hereto wish to amend the Credit Agreement as provided herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendment.

The definition of “Creditable Excess Cash” in Section 1.01 of the Credit Agreement is hereby amended by replacing “the Credit Parties” with “Holdings and its Subsidiaries in conformity with GAAP”.

Section 2. Miscellaneous.

(a) This Amendment shall constitute a Credit Document.

(b) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(c) Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

(d) **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

Section 3. Conditions Precedent to Effectiveness. This Amendment shall become effective on the date on which each of the following conditions shall have been satisfied (the date on which such conditions have been satisfied, the “ **Fourth Amendment Effective Date** ”):

(a) The Administrative Agent shall have received counterparts of this Amendment duly executed by Holdings, the Borrower and the Required Lenders; and

(b) The Administrative Agent shall have received all fees and expenses payable by the Borrower pursuant to Section 10.03(a) of the Credit Agreement (including reasonable fees, charges and disbursements of counsel to the Administrative Agent) for which invoices have been submitted prior to the Fourth Amendment Effective Date.

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

AMERICAN REPROGRAPHICS COMPANY ,
a Delaware corporation, as Holdings

By: /s/ JONATHAN R. MATHER

Name: Jonathan R. Mather

Title: Chief Financial Officer

AMERICAN REPROGRAPHICS COMPANY, L.L.C. ,
a California limited liability company, as the Borrower

By: /s/ JONATHAN R. MATHER

Name: Jonathan R. Mather

Title: Chief Financial Officer

[Fourth Amendment to Credit and Guaranty Agreement]

JPMORGAN CHASE BANK, N.A. ,
as Administrative Agent

By: /s/ ANTHONY W. WHITE
Name: Anthony W. White
Title: Vice President

[Fourth Amendment to Credit and Guaranty Agreement]

LENDERS:

Bank of America, N.A.
as a Revolving and Term Lender

By: /s/ TASNEEM A. EBRAHIM
Name: Tasneem A. Ebrahim
Title: Senior Vice President

WELLS FARGO BANK, N.A.
as a Revolving and Term Lender

By: /s/ KEITH W. ENDERSEN
Name: Keith W. Endersen
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.,
as a Revolving and Term Lender

By: /s/ ANTHONY W. WHITE
Name: Anthony W. White
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOICATION
as a Revolving and Term Lender

By: /s/ TRAY JONES
Name: Tray Jones
Title: Vice President

SCOTIABANC INC.
as Term Lender

By: /s/ H. THIND
Name: H. Thind
Title: Director

THE BANK OF NOVA SCOTIA,.
as a Revolving Lender

By: /s/ PATRIK G. NORRIS
Name: Patrik G. Norris
Title: Director

[Fourth Amendment to Credit and Guaranty Agreement]

**COMPASS BANK, SUCCESSOR IN INTEREST TO
GUARANTY BANK**

as a Revolving and Term Lender

By: /s/ ANDREW WIDMER

Name: Andrew Widmer

Title: Vice President

CITIBANK, N.A.

as a Revolving and Term Lender

By: /s/ RITA RAYCHAUDHURI

Name: Rita Raychaudhuri

Title: Senior Vice President

**UNION BANK, N.A., formerly known as Union
Bank of California**

as a Revolving and Term Lender

By: /s/ PETER THOMPSON

Name: Peter Thompson

Title: Vice President

MANUFACTURERS BANK

as a Revolving and Term Lender

By: /s/ MAUREEN KELLY

Name: Maureen Kelly

Title: Vice President

[Fourth Amendment to Credit and Guaranty Agreement]