

ROCKWELL AUTOMATION INC  
Form 8-K  
March 18, 2010

**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 15, 2010**

**Rockwell Automation, Inc.**  
(Exact name of registrant as specified in its charter)

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| <b>Delaware</b><br>(State or other Jurisdiction of<br>Incorporation) | <b>1-12383</b><br>(Commission File Number) | <b>25-1797617</b><br>(IRS Employer Identification No.) |
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|  |                            |
|--|----------------------------|
| <b>1201 South Second Street</b><br><b>Milwaukee, Wisconsin</b><br>(Address of Principal Executive Offices) | <b>53204</b><br>(Zip Code) |
|--|----------------------------|

Registrant's telephone number, including area code: **(414) 382-2000**

(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))

**INFORMATION TO BE INCLUDED IN THE REPORT**

**Item 1.01. Entry into a Material Definitive Agreement.**

The information set forth under “Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant” is incorporated herein by reference.

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

On March 15, 2010, Registrant entered into a \$300,000,000 unsecured revolving 364-day credit agreement among Registrant, the Banks listed therein, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Citibank, N.A., The Bank of New York Mellon, and Wells Fargo Bank, National Association, as Documentation Agents (the “Agreement”). The Agreement replaces the \$267,500,000 unsecured revolving 364-day credit agreement dated March 16, 2009 among Registrant, the Banks listed therein, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Citibank, N.A., The Bank of New York Mellon, and Wells Fargo Bank, National Association, as Documentation Agents (the “Old Agreement”), which terminated by its terms on March 15, 2010, its stated termination date. Registrant also has an existing \$267,500,000 three-year unsecured revolving credit agreement dated March 16, 2009 among Registrant, the Banks listed therein, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Citibank, N.A., The Bank of New York Mellon, and Wells Fargo Bank, National Association, as Documentation Agents, which agreement continues to be in effect.

The proceeds of borrowings under the Agreement will be used for general corporate purposes, including commercial paper backstop.

Borrowings under the Agreement will bear interest at variable rates equal to, at Registrant’s election (1) the sum of a base rate margin and the highest of (a) the prime rate, (b) the sum of the federal funds rate plus 1/2 of 1% and (c) the sum of 1% plus the London Interbank Offered Rate for deposits in dollars with a one-month maturity or (2) the sum of a euro-dollar rate margin based on Registrant’s credit rating plus the London Interbank Offered Rate for deposits in dollars with a maturity equal to the interest period selected by Registrant. The base rate margin is the excess, if any, of the euro-dollar margin over 1.00%. The euro-dollar margin for a given credit rating level is the greater of (x) a floor rate for that credit rating and (y) a percentage of the CDX Index (Markit Series 13 CDX.NA.IG Credit Default Swap Index) for that credit rating. Registrant elects the basis of the interest rate at the time of each borrowing and may elect to change the rate from time to time.

The Agreement includes a term-out option that allows Registrant to borrow, on March 14, 2011, up to \$300,000,000 as a term loan for one year. A fee of 1% of the loan amount is due upon exercise of the term-out option. The interest rate on the term-out loan is subject to the same interest rate provisions described above, with the exception that the floor rate for the credit rating is increased by 0.50%.

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The Agreement contains, among other things, conditions precedent, covenants, representations and warranties and events of default customary for facilities of this type. The conditions precedent, covenants, representations and warranties and events of default set forth in the Agreement and the Old Agreement are substantially the same. Such covenants restrict certain incurrence of secured indebtedness, consolidations and mergers, sales of assets and sale and lease-back transactions, subject to certain exceptions. The Agreement also includes a covenant under which Registrant would be in default if its debt to capital ratio were to exceed 60 percent.

Under certain conditions the lending commitments under the Agreement may be terminated by the lenders and amounts outstanding under the Agreement may be accelerated. Bankruptcy and insolvency events with respect to Registrant will result in an automatic termination of lending commitments and acceleration of the indebtedness under the Agreement. Subject to notice and cure periods in certain cases, other events of default under the Agreement will result in termination of lending commitments and acceleration of indebtedness under the Agreement at the option of the lenders. Such other events of default include failure to pay any principal when due, failure to comply with covenants, breach of representations or warranties in any material respect, non-payment or acceleration of other material debt of Registrant and its subsidiaries or a change of control of Registrant.

The foregoing summary of the Agreement does not purport to be a complete description of the terms and conditions of the Agreement and is qualified by the full text of the Agreement attached as Exhibit 99, which is incorporated herein by reference. The Agreement has been attached to provide investors with more complete information regarding the terms and conditions of the Agreement, and it is not intended to be a source of factual, business or operational information about Registrant.

From time to time, Registrant and the lenders under the Agreement (or affiliates of the lenders) may engage in other transactions, including arrangements under which a lender or an affiliate of the lender participates in interest rate swap or hedging arrangements with Registrant, effects repurchases of shares of Registrant's common stock, serves as agent or placement agent for or purchaser of commercial paper issued by Registrant, provides cash management or commercial banking services to Registrant, provides lines of credit to Registrant or its affiliates or manages Registrant's pension fund assets. The Bank of New York Mellon Trust Company, N.A. (successor in interest to JPMorgan Chase Bank, N.A., successor to JPMorgan Chase Bank, successor to The Chase Manhattan Bank, successor to Mellon Bank, N.A.), a subsidiary of The Bank of New York Mellon, a lender and Documentation Agent under the Agreement, is trustee under the Indenture dated as of December 1, 1996, between Registrant and The Bank of New York Mellon Trust Company, N.A., as trustee, pursuant to which Registrant has issued certain long-term indebtedness. In addition, BNY Mellon Shareowner Services, an affiliate of The Bank of New York Mellon (a lender and Documentation Agent under the Agreement), is transfer agent for Registrant's common stock.

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**Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits

- 99 364-Day Credit Agreement dated as of March 15, 2010 among the Company, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Citibank, N.A., The Bank of New York Mellon and Wells Fargo Bank, National Association, as Documentation Agents

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**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.

ROCKWELL AUTOMATION, INC.  
(Registrant)

By /s/ Douglas M. Hagerman  
Douglas M. Hagerman  
Senior Vice President, General Counsel and Secretary

Date: March 18, 2010

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EXHIBIT INDEX

| Exhibit Number | Description  |
|----------------|--|
| 99             | 364-Day Credit Agreement dated as of March 15, 2010 among the Company, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Citibank, N.A., The Bank of New York Mellon and Wells Fargo Bank, National Association, as Documentation Agents |

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