

Macy's, Inc.
Form 8-K
December 10, 2015

**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): December 7, 2015

MACY S, INC.

7 West Seventh Street, Cincinnati, Ohio 45202
(513) 579-7000

-and-

151 West 34th Street, New York, New York 10001
(212) 494-1602

Delaware
(State of Incorporation)

1-13536
(Commission File Number)

13-3324058
(IRS Employer
Identification No.)

Check the appropriate box below if the Form 8-K 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)

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- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On December 10, 2015, Macy's, Inc. (Macy's) and its wholly owned subsidiary, Macy's Retail Holdings, Inc. (Macy's Holdings), entered into the Sixth Supplemental Trust Indenture (the Supplemental Indenture) to an indenture, dated as of November 2, 2006 (the Base Indenture and, together with the Supplemental Indenture, the Indenture), among Macy's Holdings, as issuer, Macy's, as guarantor, and U.S. Bank National Association, as trustee (the Trustee), in connection with the offer and sale of \$500 million aggregate principal amount of Macy's Holdings 3.450% Senior Notes due 2021 (the senior notes), which are fully and unconditionally guaranteed by Macy's.

Macy's Holdings will pay interest on the senior notes on each of January 15 and July 15, beginning on July 15, 2016. The senior notes will mature on January 15, 2021. Before December 15, 2020, Macy's Holdings may, at any time, redeem the senior notes at a redemption price equal to 100% of the principal amount of such series, plus a make whole premium described in the Indenture. On or after December 15, 2020, Macy's Holdings may redeem the senior notes at par, plus accrued and unpaid interest.

Macy's Holdings will use the net proceeds from the sale of the senior notes offered hereby for general corporate purposes, which may include working capital, capital expenditures, retirement of indebtedness (which may include our 7.45% senior debentures that mature on October 15, 2016 and our 5.90% senior notes that mature on December 1, 2016) and repurchasing outstanding common stock of Macy's, Inc. Commencing in January 2000, Macy's Board of Directors has from time to time approved authorizations to purchase, in the aggregate, up to \$16.5 billion of common stock. As of October 31, 2015, \$695 million of authorization remained unused.

Upon the occurrence of both (i) a change of control of Macy's and (ii) within a specified period in relation to the change of control, a downgrade of the senior notes by at least two of Fitch Ratings, Inc., Moody's Investors Service, Inc. and Standard & Poor's Ratings Services and being rated below an investment grade rating by at least two of such rating agencies, Macy's Holdings will be required to make an offer to purchase the senior notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest to the date of repurchase.

The senior notes are subject to the covenants in the Indenture, which include limitations on liens, limitations on sale and leaseback transactions, limitations on sales of assets, and limitations on merger and consolidation.

The Indenture contains customary events of default, including: (a) failure to pay principal or premium, if any, on any senior note when due; (b) failure to pay any interest on any senior note for 30 days after the interest becomes due; (c) failure to redeem or repurchase any senior note when required to do so; (d) Macy's Holdings' failure to perform, or its breach of, any other covenant in the Indenture for 60 days after written notice thereof; (e) nonpayment at maturity or other default (beyond any applicable grace period) under any agreement or instrument relating to any other indebtedness of Macy's Holdings or any of its restricted subsidiaries, the unpaid principal amount of which is not less than \$100 million, which default results in the acceleration of the maturity of the indebtedness; (f) the entry of any final judgment or order against Macy's Holdings, Macy's or any of their restricted subsidiaries, which judgment or order creates a liability of \$100 million or more in excess of insured amounts and which has not been stayed, vacated, discharged, or otherwise satisfied for a period of 60 days; (g) Macy's guarantee ceases to be in full force and effect; and (h) specified events of bankruptcy, insolvency or reorganization involving Macy's Holdings, Macy's or any significant subsidiary (or group of subsidiaries that would constitute a significant subsidiary) of Macy's or Macy's Holdings.

If an event of default resulting from specified events involving bankruptcy, insolvency or reorganization occurs, the Indenture provides that the principal of, premium, if any, and accrued interest on the senior notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any holder of the senior notes. If any other event of default occurs and is continuing, the Indenture provides that either the Trustee or the holders of at least 25% in principal amount of the outstanding senior notes of a series may declare the principal

amount of all the senior notes of that series to be due and payable immediately.

The foregoing disclosure is qualified in its entirety by reference to the Base Indenture and the Supplemental Indenture, which are included as Exhibit 4.1 and Exhibit 4.2 hereto, respectively, and are incorporated herein by reference.

In connection with the offering of the senior notes, Macy's is filing other exhibits to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit Number

Description

1.1

Underwriting Agreement, dated December 7, 2015, among Macy's Retail Holdings, Inc., Macy's, Inc. and the underwriters named therein.

4.1

Indenture, dated as of November 2, 2006, among Macy's Retail Holdings, Inc., as issuer, Macy's, Inc., as guarantor, and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.6 to Macy's, Inc.'s Automatic Shelf Registration Statement on Form S-3 (File No. 333-138376) filed on November 2, 2006)

4.2

Sixth Supplemental Trust Indenture, dated as of December 10, 2015, among Macy's Retail Holdings, Inc., as issuer, Macy's, Inc., as guarantor, and U.S. Bank National Association, as trustee

5.1

Opinion of Jones Day

23.1

Consent of Jones Day (included in Exhibit 5.1 hereof)

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: December 10, 2015

MACY S, INC.

By: /s/ Dennis J. Broderick

Name: Dennis J. Broderick

Title: Executive Vice President, General Counsel and Secretary

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