

UMB FINANCIAL CORP
Form 8-K
January 30, 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): 01/27/2015

UMB FINANCIAL CORP

(Exact name of registrant as specified in its charter)

Commission File Number: 0-4887

MO
(State or other jurisdiction of
incorporation)

43-0903811
(IRS Employer
Identification No.)

1010 Grand Blvd, Kansas City, MO 64106
(Address of principal executive offices, including zip code)

(816) 860-7000
(Registrant's telephone number, including area code)

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

On January 27, 2015, the Board of Directors of UMB Financial Corporation (the "Company") appointed Robin C. Beery of Denver, Colorado-a former Executive Vice President of Janus US Distribution and President of the Janus Investment Funds-to fill the vacancy on the Board that had been created by the resignation of David R. Bradley, Jr. Ms. Beery was also appointed to serve on the Company's Compensation Committee and Risk Committee.

Ms. Beery will receive the standard compensation provided by the Company to members of the Board. There are no other arrangements or understandings between her and any other person pursuant to which she was selected as a director. The Company knows of no transactions between her, or any of her related persons, and the Company that need to be reported pursuant to Item 404(a) of Regulation S-K.

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.

UMB FINANCIAL CORP

Date: January 30, 2015

By: /s/ Brian J. Walker

Brian J. Walker
Exec V.P, Chief Financial Officer and Chief Accounting Officer

ze="2" face="Times New Roman" style="font-size:1.0pt;">

1,057,137

0

Castle Creek Capital V LLC (1)

1,057,137

9.9

%

1,057,137

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0

1,057,137

0

John M. Eggemeyer (2)

1,057,137

9.9

%

0

1,057,137

0

1,057,137

Mark G. Merlo (3)

1,057,137

9.9

%

0

3

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1,057,137

0

1,057,137

John T. Pietrzak (4)

1,057,137

9.9

%

0

1,057,137

0

1,057,137

J. Mikesell Thomas (5)

1,057,137

9.9

%

0

4

1,057,137

0

1,057,137

(1) CCC V disclaims beneficial ownership of the Common Stock owned by Fund V.

(2) Mr. Eggemeyer shares voting and dispositive power over the 1,057,137 shares beneficially owned by Fund V with Mr. Merlo, Mr. Pietrzak, and Mr. Thomas, due to the fact that each is a managing principal of CCC V, the sole general partner of Fund V. Mr. Eggemeyer disclaims beneficial ownership of the Common Stock beneficially owned by CCC V and Fund V, respectively.

(3) Mr. Merlo shares voting and dispositive power over the 1,057,137 shares beneficially owned by Fund V with Mr. Eggemeyer, Mr. Pietrzak, and Mr. Thomas, due to the fact that each is a managing principal of CCC V, the sole general partner of Fund V. Mr. Merlo disclaims beneficial ownership of the Common Stock beneficially owned by CCC V and Fund V, respectively.

(4) Mr. Pietrzak shares voting and dispositive power over the 1,057,137 shares beneficially owned by Fund V with Mr. Eggemeyer, Mr. Merlo, and Mr. Thomas, due to the fact that each is a managing principal of CCC V, the sole general partner of Fund V. Mr. Pietrzak disclaims beneficial ownership of the Common Stock beneficially owned by CCC V and Fund V, respectively.

(5) Mr. Thomas shares voting and dispositive power over the 1,057,137 shares beneficially owned by Fund V with Mr. Eggemeyer, Mr. Pietrzak, and Mr. Merlo, due to the fact that each is a managing principal of CCC V, the sole general partner of Fund V. Mr. Thomas disclaims beneficial ownership of the Common Stock beneficially owned by CCC V and Fund V, respectively.

(c) Except as set forth in this Schedule 13D, none of the Reporting Persons has engaged in any transaction during the past 60 days involving the securities of the Company.

(d) Other than the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Company referred to in this Item 5.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented, with effect from the date giving rise to this Amendment, by replacing the text in Item 6 of the Schedule 13D with the following:

The information set forth in Items 3 and 4 is incorporated herein by reference.

On August 22, 2014, the Company and Fund V entered into the Purchase Agreement. Pursuant to the Purchase Agreement, Fund V purchased 819,384 shares of Common Stock (the First Closing Purchased Shares) on November 25, 2014. The Purchase Agreement further provides that Fund V is required to purchase an additional 237,753 shares of Common Stock (the Second Closing Purchased Shares, and, together with the First Closing Purchased Shares, the Purchased Shares) if and when the conditions to such purchase have been satisfied or waived (the Second Closing). On March 17, 2015, all of such conditions were satisfied or waived, and Fund V closed the purchase of the Second Closing Purchased Shares. The following is a description of certain terms of the Purchase Agreement:

Representations and Warranties. Customary representations and warranties were made by the Company to Fund V relating to the Company, its business, and the issuance of the Common Stock, and by Fund V to the Company. The Company agreed to indemnify Fund V for breaches of its representations and warranties, subject to certain limitations as set forth in the Purchase Agreement.

Board Representation. Fund V is entitled to designate the Board Representative for election to the Board of Directors and the Bank Board for so long as Fund V owns a Minimum Ownership Interest, subject to applicable law, rules and regulations. The Purchase Agreement also provides that from and after the First Closing Date, for so long as Fund V and its affiliates in the aggregate have a Minimum Ownership Interest, and do not have a Board Representative currently serving on the Board of Directors and the Bank Board (or have a Board Representative whose appointment is subject to receipt of regulatory approvals), the Company shall invite a person designated by Fund V and reasonably acceptable to the Company (the Board Observer) to attend meetings of the Board of Directors and the Bank Board in a nonvoting observer capacity. If the Board Observer attends more than two meetings of the Board of Directors or two meetings of the Bank Board in a given calendar year, then the Board Observer will agree to accept a nomination to be appointed to the Board of Directors and the Bank Board in accordance with the terms of the Purchase Agreement.

Avoidance of Control. Neither the Company nor any of its subsidiaries is permitted under the Purchase Agreement to take any action (including any redemption, repurchase, or recapitalization of Common Stock or securities or rights, options or warrants to purchase Common Stock, or securities of any type whatsoever that are, or may become, convertible into or exchangeable into or exercisable for Common Stock in each case, where Fund V is not given the right to participate in such redemption, repurchase or recapitalization to the extent of the Fund V's pro rata proportion), that would reasonably be expected to pose a substantial risk that Fund V's ownership of any class of voting securities of the Company (together with the ownership by Fund V's Affiliates (as such term is used under the Bank Holding Company Act of 1956, as amended (the BHC Act)) of voting securities of the Company) would exceed 9.9% of such class after the First Closing Date or the Second Closing Date, in each case without the prior written consent of Fund V or such person, or to increase to an amount that would constitute control under the BHC Act, the Change of Bank Control Act of 1978, as amended (the CBCA) or any rules or regulations promulgated thereunder (or any successor provisions) or otherwise cause Fund V to control the Company under and for purposes of the BHC Act, the CBCA or any rules or regulations promulgated thereunder (or any successor provisions). In the event the Company breaches any of the foregoing obligations or believes that it is reasonably likely to breach such an obligation, it is required under the Purchase Agreement promptly notify Fund V and to cooperate in good faith with Fund V to modify ownership or make other arrangements or take any other action, in each case, as is necessary to cure or avoid such breach.

Registration Rights. Under the Purchase Agreement, the Company has agreed to file with the Securities and Exchange Commission (the SEC), upon Fund V's request at any time after the second anniversary of the Second Closing, a registration statement covering the resale of the Common Stock sold pursuant to the Purchase Agreement. The Company will be required to make certain payments as liquidated damages under the Purchase Agreement to Fund V and in certain circumstances if the registration statement is not (i) filed with

the SEC within specific time periods, (ii) declared effective by the SEC within specified time periods or (iii) available (with certain limited exceptions) after having been declared effective. Additionally, the Purchase Agreement contains piggyback registration rights requiring the Company to include Fund V's shares of Common Stock acquired pursuant to the Purchase Agreement in future registration statements that may be filed by the Company (with certain limited exceptions).

Preemptive Rights. For so long as Fund V, together with its Affiliates, has a Qualifying Ownership Interest and Fund V is a non-objecting beneficial owner of the Qualifying Ownership Interest, if at any time after the date of the Purchase Agreement the Company makes any public or nonpublic offering or sale of any equity (including Common Stock, preferred stock or restricted stock), or any securities, options or debt that is convertible or exchangeable into equity or that includes an equity component (such as, an equity kicker) (including any hybrid security) (any such security, a New Security) (other than (i) any Common Stock or other securities issuable upon the exercise or conversion of any securities of the Company issued or agreed or contemplated (and disclosed to Fund V in writing) to be issued as of the date of the Purchase Agreement; (ii) pursuant to the granting or exercise of employee stock options, restricted stock or other stock incentives pursuant to the Company's stock incentive plans approved by the Board of Directors or the issuance of stock pursuant to the Company's employee stock purchase plan approved by the Board of Directors or similar plan where stock is being issued or offered to a trust, other entity or otherwise, for the benefit of any employees, officers or directors of the Company, in each case in the ordinary course of providing incentive compensation; (iii) issuances of capital stock as full or partial consideration for a merger, acquisition, joint venture, strategic alliance, license agreement or other similar nonfinancing transaction; (iv) issuance of Common Stock upon exercise of warrants outstanding as of the date hereof; (v) issuances of any securities issued as a result of a stock split, stock dividend, reclassification or reorganization or similar event, but solely to the extent such issuance is made to all holders of Common Stock; or (vi) in connection with the rights offering under the Purchase Agreement); then Fund V shall be afforded the opportunity (provided, in the case of an offering that is not a registered public offering, that Fund V satisfied any applicable accredited investor, qualified institutional buyer or other investor criteria applicable to such offering) to acquire from the Company for the same price (net of any underwriting discounts or sales commissions) and on the same terms as such securities are proposed to be offered to others, up to the amount of New Securities in the aggregate required to enable it to maintain its proportionate Common Stock-equivalent interest in the Company immediately prior to any such issuance of New Securities.

ERISA Matters. Fund V and, at Fund V's request, each affiliate of Fund V that directly or indirectly has an interest in Fund V, the Company or the Bank, in each case, that is intended to qualify as a venture capital operating company as defined in the regulations (the Plan Asset Regulations) issued by the Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as the same may be amended from time to time (a VCOC and each such person a VCOC Investor), was provided customary VCOC rights in the Purchase Agreement, including the right to receive regular financial reports (including, but not limited to, audited annual and quarterly financial reports), the right to inspect the books and records of the Company, and the right to consult with management of the Company on matters relating to the business and affairs of the Company; provided, however, that this provision does not entitle any VCOC Investor to consult with management of the Company on matters relating to the business and affairs of the Company more than once per quarter. The Company also agreed to consider, in good faith, the recommendations of the VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Company and each of the Company's subsidiaries, as the case may be. Fund V and the Company entered into a letter agreement in furtherance of the foregoing on November 25, 2014 (the VCOC Letter Agreement), which is attached hereto as Exhibit 3 and incorporated herein by reference.

On March 16, 2015, the Company and Fund V entered into the First Amendment to Securities Purchase Agreement (the SPA Amendment). Among other things, the SPA Amendment amended the Purchase Agreement as follows: (i) the ownership percentage described in the Avoidance of Control paragraph of this Item 6 was adjusted from 9.9% to 9.99%; and (ii) the amount of cash deliverable from Fund V to the Company in connection with the Second Closing was reduced by \$19,020.24, to a total of \$2,299,071.51. The reduction described in clause (ii) of the preceding sentence was made in order to reflect the adjustment contemplated in the Purchase Agreement resulting from the Company's declaration of an \$0.08 per share dividend payable to common shareholders, with a record date of March 16, 2015 for such dividend.

The foregoing references to and descriptions of the Purchase Agreement, the SPA Amendment, and the transactions contemplated thereby do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the full text of the Purchase Agreement and the SPA Amendment, which are attached hereto as Exhibit 2 and Exhibit 4, respectively, and incorporated herein by reference.

Passivity Commitments. In connection with the Purchase Agreement, Fund V made certain customary passivity commitments to the Federal Reserve in a commitment letter to ensure that Fund V and its affiliates will not, among other things, exercise or attempt to exercise a controlling influence over the management or policies of the Company or any of its subsidiaries.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and restated in its entirety, with effect from the date of the event giving rise to this Amendment, as follows:

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Exhibit	Description
Exhibit 1	Joint Filing Agreement, dated as of March 18, 2015, by and among Castle Creek Capital Partners V, LP, Castle Creek Capital V LLC, John M. Eggemeyer, Mark. G. Merlo, John T. Pietrzak and J. Mikesell Thomas.
Exhibit 2	Securities Purchase Agreement, dated as of August 22, 2014, by and between Summit Financial Group, Inc. and Castle Creek Capital Partners V, LP (incorporated by reference to Exhibit 10.1 to Summit Financial Group, Inc. s Current Report on Form 8-K filed on August 25, 2014).
Exhibit 3	Letter Agreement, dated as of November 25, 2014, by and between Summit Financial Group, Inc. and Castle Creek Capital Partners V, LP (incorporated by reference to Exhibit 3 to Schedule 13D filed by Castle Creek Capital Partners V, LP, on November 26, 2014)
Exhibit 4	First Amendment to Securities Purchase Agreement, dated as of March 16, 2015, by and between Summit Financial Group, Inc. and Castle Creek Capital Partners V, LP (incorporated by reference to Exhibit 10.2 to Summit Financial Group, Inc. s Current Report on Form 8-K filed on March 18, 2015).

SIGNATURES

After reasonable inquiry and to the best of the knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 18, 2015

CASTLE CREEK CAPITAL PARTNERS V, LP

By: */s/ John T. Pietrzak*
Name: John T. Pietrzak
Title: Managing Principal

CASTLE CREEK CAPITAL V, LLC

By: */s/ John T. Pietrzak*
Name: John T. Pietrzak
Title: Managing Principal

JOHN M. EGGEMEYER

By: */s/ John M. Eggemeyer*
Name: John M. Eggemeyer

MARK G. MERLO

By: */s/ Mark G. Merlo*
Name: Mark G. Merlo

JOHN T. PIETRZAK

By: */s/ John T. Pietrzak*
Name: John T. Pietrzak

J. MIKESSELL THOMAS

By: */s/ J. Mikesell Thomas*
Name: J. Mikesell Thomas

EXHIBIT INDEX

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