

2013 Trust fbo Evelyn R. Kuipers
 Form 5
 February 14, 2019

FORM 5

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

OMB APPROVAL

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 Form 3 Holdings Reported Form 4 Transactions Reported

ANNUAL STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person *
 2013 Trust fbo Evelyn R. Kuipers

(Last) (First) (Middle)

NACCO INDUSTRIES, INC., 5875 LANDERBROOK DR., SUITE 220

(Street)

CLEVELAND, OH 44124

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
 NACCO INDUSTRIES INC [NC]

3. Statement for Issuer's Fiscal Year Ended (Month/Day/Year)
 12/31/2018

4. If Amendment, Date Original Filed (Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

Director 10% Owner
 Officer (give title below) Other (specify below)
 Member of a Group

6. Individual or Joint/Group Reporting

(check applicable line)

Form Filed by One Reporting Person
 Form Filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned at end of Issuer's Fiscal Year (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
Class A Common Stock	11/08/2018		G	205 A	\$ 0 (1) 712	I	Proportionate limited partnership interest in shares held by Rankin Associates II, L.P.

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Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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(9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Amount or Number of Shares
					(A) (D)	Date Exercisable	Expiration Date	Title	Number of Shares

Reporting Owners

Reporting Owner Name / Address

Relationships

Director 10% Owner Officer Other

2013 Trust fbo Evelyn R. Kuipers
NACCO INDUSTRIES, INC.
5875 LANDERBROOK DR., SUITE 220
CLEVELAND, OH 44124

Â Â Â Member of a Group

Signatures

/s/ Jesse L. Adkins,
attorney-in-fact

02/14/2019

**Signature of Reporting Person

Date

Explanation of Responses:

* If the form is filed by more than one reporting person, see Instruction 4(b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) N/A

Note: File three copies of this Form, one of which must be manually signed. If space provided is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. /div>

On June 7, 2013, CA, Inc. (the "Company"), as a borrower, amended and restated its \$1.0 billion unsecured revolving credit facility (including a letter of credit sub-facility) (the "Amended and Restated Credit Agreement"), among the Company, Citibank, N.A. ("Citibank"), as paying agent, Citibank, Bank of America, N.A., and JPMorgan Chase Bank, N.A., as co-administrative agents, Morgan Stanley MUFG Loan Partners, LLC ("MS MFUG"), as syndication agent, Barclays Bank PLC, BNP Paribas, HSBC Bank USA, National Association, Royal Bank of Canada, The Bank of Nova Scotia, The Royal Bank of Scotland PLC, U.S. Bank National Association and Wells Fargo Bank, National Association, as documentation agents, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith

Incorporated, J.P. Morgan Securities LLC and MS MUFG, as joint lead arrangers and joint bookrunners, and the other banks and financial institutions party thereto. The Amended and Restated Credit Agreement comprises commitments from 18 financial institutions. The Amended and Restated Credit Agreement expires June 7, 2018 (the “Termination Date”), unless the parties agree to extend the Termination Date for consecutive one-year periods thereafter pursuant to the terms therein. Upon the approval of the Company's Board of Directors or a duly authorized committee, the Company may, at its option and subject to customary conditions, request an increase in the aggregate commitment of up to \$500 million.

Borrowings under the Amended and Restated Credit Agreement will bear interest at a rate dependent on the Company's credit ratings at the time of the borrowing and, at the Company's option, will be calculated according to a base rate or a Eurocurrency rate, as the case may be, plus an applicable margin fee. Depending on the Company's credit ratings at the time of borrowing, the applicable margin for a base rate borrowing ranges from 0.00% to 0.500% and the applicable margin for a Eurocurrency borrowing ranges from 0.795% to 1.300%. At the Company's current credit ratings, the applicable margin would be 0.125% for a base rate borrowing and 1.000% for a Eurocurrency borrowing. In addition, the Company must pay facility fees, payable in arrears, quarterly on the first day of each January, April, July, and October, commencing July 1, 2013, at rates, depending on the Company's credit ratings, ranging from 0.800% to 0.200% of the aggregate amount of each lender's revolving credit commitment. Based on the Company's current credit ratings, the facility fee is 0.125% per annum of the \$1.0 billion committed amount.

The Amended and Restated Credit Agreement contains customary covenants for transactions of this type, including two financial covenants: (i) for the 12 months as of any date, the ratio of consolidated debt for borrowed money to consolidated cash flow, each as defined in the Amended and Restated Credit Agreement, must not exceed 4.00 to 1.00 and (ii) for the 12 months as of any date, the ratio of consolidated cash flow to the sum of interest payable on, and amortization of debt discount in respect of, all consolidated debt for borrowed money, as defined in the Amended and Restated Credit Agreement, must not be less than 3.50 to 1.00. In addition, the Amended and Restated Credit Agreement provides for customary events of default, including, among other things, defaults relating to other indebtedness of at least \$100,000,000 in the aggregate being rendered against the Company or its subsidiaries, judgments in excess of \$100,000,000 in the aggregate being rendered against the Company or its subsidiaries, the acquisition of 40% or more by any person or group of any outstanding class of capital stock having ordinary voting power in the election of directors of the Company, and the incurrence of certain liabilities in excess of \$100,000,000 in the aggregate under the Employee Retirement Income Security Act of 1974.

Certain of the lenders, agents and other parties to the Amended and Restated Credit Agreement, and their affiliates, have in the past provided, and may in the future provide, investment banking, underwriting, lending, commercial banking and other advisory services to the Company and its subsidiaries. These lenders, agents and other parties have received, and may in the future receive, customary compensation from the Company and its subsidiaries for these services.

The foregoing description of the Amended and Restated Credit Agreement and related matters is qualified in its entirety by reference to the Amended and Restated Credit Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

Exhibit No.	Description
10.1	Amended and Restated Credit Agreement dated June 7, 2013.

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.

CA, INC.

Date: June 10, 2013

By: /s/ C.H.R. DuPree
C.H.R. DuPree
Senior Vice President, Corporate
Governance, and Corporate Secretary