
**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): October 13, 2016

Nuverra Environmental Solutions, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33816
(Commission
File Number)

26-0287117
(IRS Employer
Identification No.)

14624 N. Scottsdale Road, Suite #300, Scottsdale, Arizona
(Address of Principal Executive Offices)

85254
(Zip Code)

Registrant's telephone number, including area code: (602) 903-7802

Not Applicable
(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 obligations of the registrant under any of the following provisions (see General Instruction A.2.):

- 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.

On October 13, 2016 (the “Effective Date”), Nuverra Environmental Solutions, Inc. (the “Company”) entered into an Eleventh Amendment to Amended and Restated Credit Agreement (the “ABL Facility Amendment”) by and among Wells Fargo Bank, National Association, as agent (the “Agent”), the lenders named therein (the “Lenders”), and the Company, which further amends the Company’s Amended and Restated Credit Agreement, dated as of February 3, 2014, by and among the Agent, the Lenders, and the Company (as amended, the “ABL Facility”). The ABL Facility Amendment amends the ABL Facility on the Effective Date by amending the refinancing covenant to extend the date by which the Company is required to refinance the ABL Facility in full from October 14, 2016 to November 4, 2016.

The ABL Facility Amendment also includes certain other amendments to the ABL Facility that will become effective subsequent to the Effective Date if, on or prior to November 4, 2016, Agent has received the proceeds of the Additional Term Loan Debt (as defined in the ABL Facility Amendment) in an amount not less than \$10,000,000, which proceeds shall be used to pay down the ABL Facility. The post-Effective Date amendments would further amend the ABL Facility by amending the refinancing covenant to extend the date by which the Company is required to refinance the ABL Facility in full from November 4, 2016 to November 30, 2016.

Pursuant to ABL Facility Amendment, it will constitute an immediate event of default under the ABL Facility if, on or prior to November 4, 2016, the Company has not received the Additional Term Loan Debt.

The foregoing description of the ABL Facility Amendment is only a summary and does not purport to be a complete description of the terms and conditions under the ABL Facility Amendment, and such description is qualified in its entirety by reference to the full text of the ABL Facility Amendment, a copy of which is attached hereto as Exhibit 10.1.

Item 7.01. Regulation FD Disclosure.

On October 17, 2016, the Company issued a press release announcing its election to exercise its 30-day grace period with respect to the interest payment due on October 17, 2016 under the indenture governing the Company’s 9.875% Senior Notes due 2018 (the “2018 Notes”). A copy of the press release is furnished as Exhibit 99.1 hereto and incorporated herein by reference.

The information contained in this Item 7.01 and Exhibit 99.1 is being furnished, and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under Section 18. Furthermore, the information contained in this Item 7.01 and Exhibit 99.1 shall not be deemed to be incorporated by reference into the Company’s filings under the Securities Act of 1933, as amended, or the Exchange Act.

Item 8.01. Other Events.

On October 17, 2016, the Company elected to exercise its 30-day grace period and defer making the approximately \$2 million in interest payments due October 17, 2016 on its outstanding approximately \$40 million principal amount of 2018 Notes. Under the indenture governing the 2018 Notes (the “2018 Notes Indenture”), the Company has a 30-day grace period following the October 17, 2016 interest payment date to make the interest payment before an event of default would occur. The occurrence of an event of default under the 2018 Notes Indenture would give the trustee or the holders of at least 25% aggregate principal amount of 2018 Notes the option to declare all of the 2018 Notes due and payable immediately.

Additionally, the occurrence of a default under the 2018 Notes Indenture that would also constitute an event of default under the Company's (i) ABL Facility, (ii) Term Loan Credit Agreement, dated as of April 15, 2016, by and among Wilmington Savings Fund Society, FSB, the lenders identified therein, and the Company (the "Term Loan Agreement"), or (iii) indenture (the "2021 Notes Indenture") governing the Company's 12.5%/10.0% Senior Secured Second Lien Notes due 2021 (the "2021 Notes"), would allow the respective administrative agents under the ABL Facility and Term Loan Agreement to declare the principal and accrued and unpaid interest under each agreement immediately due and payable and to exercise all other rights and remedies available to the respective agents and lenders, and allow the trustee or the holders of at least 25% aggregate principal amount of 2021 Notes under the 2021 Notes Indenture the option to declare all of the 2021 Notes due and payable immediately.

The Company intends to use the grace period to engage in discussions with its secured and unsecured debtholders regarding strategic alternatives to improve the Company's long-term capital structure.

Item 9.01. Financial Statements and Exhibits.

(d)

<u>Exhibit Number</u>	<u>Description</u>
10.1	Eleventh Amendment to Amended and Restated Credit Agreement, dated as of October 13, 2016, by and among the Agent, the Lenders, and the Company
99.1	Press Release, dated October 17, 2016

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.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC.

Date: October 17, 2016

By: /s/ Joseph M. Crabb

Name: Joseph M. Crabb

Title: Executive Vice President and Chief Legal Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Eleventh Amendment to Amended and Restated Credit Agreement, dated as of October 13, 2016, by and among the Agent, the Lenders, and the Company
99.1	Press Release, dated October 17, 2016

**ELEVENTH AMENDMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

THIS ELEVENTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of October 13, 2016, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent ("Agent") for the Lenders (as defined in the Credit Agreement referred to below), the Lenders party hereto, and NUVERRA ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation ("Borrower").

WHEREAS, Borrower, Agent, and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of February 3, 2014 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, Agent, Lenders and Borrower have agreed to amend the Credit Agreement in certain respects.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

2. Effective Date Amendments to Credit Agreement. In reliance upon the representations and warranties of Borrower set forth in Section 8 below, and subject to the satisfaction of the conditions to effectiveness set forth in Section 6 below, the Credit Agreement is hereby amended as follows:

(a) Section 6.14 of the Credit Agreement is hereby amended to replace the reference to "October 14, 2016" with "November 4, 2016" in lieu thereof.

3. Post-Effective Date Amendments to Credit Agreement. In reliance upon the representations and warranties of Borrower set forth in Section 8 below, and subject to the satisfaction of the conditions to effectiveness set forth in Section 7 below, the Credit Agreement is hereby amended as follows:

(a) Section 6.14 of the Credit Agreement is hereby amended to replace the reference to "November 4, 2016" with "November 30, 2016" in lieu thereof.

(b) Schedule 1.1 of the Credit Agreement is hereby amended to amend and restate clause (v) in its entirety to read as follows:

(v) Indebtedness under the Term Loan Documents in an aggregate principal amount not to exceed \$34,000,000, plus any interest required or permitted to be paid in kind under and pursuant to the Term Loan Documents.

4. Effectiveness of the Amendment; Continuing Effect. Except as expressly set forth in Sections 2 and 3 of this Amendment, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Credit Agreement or any other Loan Document, or a waiver of any other terms or provisions thereof, and the Credit Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby. This Amendment is a Loan Document.

5. Reaffirmation and Confirmation. Borrower hereby ratifies, affirms, acknowledges and agrees that the Credit Agreement and the other Loan Documents to which it is a party represent the valid, enforceable and collectible obligations of Borrower, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Credit Agreement or any other Loan Document. Borrower hereby agrees that this Amendment in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by Borrower in all respects.

6. Conditions to Effectiveness of Effective Date Amendments. The Amendments set forth in Section 2 shall become effective upon the satisfaction of each of the following conditions precedent, in each case satisfactory to Agent in all respects (the "Effective Date"):

- (a) Agent shall have received a copy of this Amendment executed and delivered by Agent, the Lenders party hereto, and the Loan Parties; and
- (b) no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the Effective Date.

7. Conditions to Effectiveness of Post-Effective Date Amendments. The Amendments set forth in Section 3 shall become effective upon the satisfaction of each of the following conditions precedent, in each case satisfactory to Agent in all respects:

- (a) Agent shall have received a copy of this Amendment executed and delivered by Agent, the Lenders party hereto, and the Loan Parties, and the amendments set forth in Section 2 shall have become effective;
- (b) on or prior to November 4, 2016, Agent shall have received an executed copy of an amendment to the Pari Passu Intercreditor Agreement, and such other documents or instruments reasonably required by Agent, each in form and substance satisfactory to Agent;
- (c) on or prior to November 4, 2016, Agent shall have received the proceeds of the "Additional Term Loan Debt" (as defined below) in an amount not less than \$10,000,000, which proceeds shall have been applied to pay down the outstanding Revolving Loans; and
- (d) no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the date of the effectiveness of this Amendment.

"Additional Term Loan Debt" means additional Indebtedness of Borrower and its Subsidiaries under the Term Loan Documents on the same terms and conditions as the Term Loan Debt in

existence as of the date hereof or on such other terms and conditions that are acceptable to Agent and the Required Lenders.

8. Representations and Warranties. In order to induce Agent and Lenders to enter into this Amendment, Borrower hereby represents and warrants to Agent and Lenders that:

(a) after giving effect to this Amendment, all representations and warranties contained in the Loan Documents to which Borrower is a party are true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such earlier date);

(b) no Default or Event of Default has occurred and is continuing; and

(c) this Amendment and the Loan Documents, as amended hereby, constitute legal, valid and binding obligations of Borrower and are enforceable against Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

9. Additional Term Loan Debt.

(a) It shall constitute an immediate Event of Default under the Credit Agreement if Borrower has not received the Additional Term Loan Debt in an amount not less than \$10,000,000 for application to the Revolving Loans on or before November 4, 2016, on terms and conditions satisfactory to Agent.

10. Miscellaneous.

(a) Expenses. Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of Agent (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Amendment and the Credit Agreement as amended hereby.

(b) Choice of Law and Venue; Jury Trial Waiver; Reference Provision. Without limiting the applicability of any other provision of the Credit Agreement or any other Loan Document, the terms and provisions set forth in Section 12 of the Credit Agreement are expressly incorporated herein by reference.

(c) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such

counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart of this Agreement.

(d) Severability. Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

11. Release.

(a) In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Borrower and each Guarantor that executes a Consent and Reaffirmation to this Amendment, on behalf of itself and its successors, assigns, and other legal representatives (Borrower, each Guarantor and all such other Persons being hereinafter referred to collectively as the "Releasors" and individually as a "Releasor"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent, Issuing Bank and Lenders, and their successors and assigns, and their present and former shareholders, Affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Issuing Bank, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Releasor may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in any way related to or in connection with the Credit Agreement, or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Each of Borrower and each Guarantor that executes a Consent and Reaffirmation to this Amendment understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each of Borrower and each Guarantor that executes a Consent and Reaffirmation to this Amendment agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC., as
Borrower

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

Signature Page to Eleventh Amendment to Amended and Restated Credit Agreement

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent and as a Lender**

By: /s/ Zachary S. Buchanan
Name: Zachary S. Buchanan
Title: Authorized Signatory

Signature Page to Eleventh Amendment to Amended and Restated Credit Agreement

BANK OF AMERICA, N.A., as a Lender

By: /s/ Lauren Trussell

Name: Lauren Trussell

Title: Vice President

Signature Page to Eleventh Amendment to Amended and Restated Credit Agreement

CITIZENS BANK OF PENNSYLVANIA, as a Lender

By: /s/ John F. Kendrick

Name: John F. Kendrick

Title: Officer

Signature Page to Eleventh Amendment to Amended and Restated Credit Agreement

CAPITAL ONE BUSINESS CREDIT CORP., as a Lender

By: /s/ Edward Behnen

Name: Edward Behnen

Title: Director

Signature Page to Eleventh Amendment to Amended and Restated Credit Agreement

CONSENT AND REAFFIRMATION

Each of the undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Eleventh Amendment to Amended and Restated Credit Agreement (terms defined therein and used, but not otherwise defined, herein shall have the meanings assigned to them therein); (ii) consents to Borrower's execution and delivery thereof; (iii) agrees to be bound thereby, including Section 11 of the foregoing Eleventh Amendment to Amended and Restated Credit Agreement; and (iv) affirms that nothing contained therein shall modify in any respect whatsoever any Loan Documents to which the undersigned is a party and reaffirms that each such Loan Document is and shall continue to remain in full force and effect. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, each Guarantor understands that Agent and Lenders have no obligation to inform such Guarantor of such matters in the future or to seek such Guarantor's acknowledgment or agreement to future consents, amendments or waivers, and nothing herein shall create such a duty.

HECKMANN WATER RESOURCES CORPORATION

By: /s/ Mark Johnsrud
Name: Mark Johnsrud
Title: CEO

HECKMANN WATER RESOURCES (CVR), INC.

By: /s/ Mark Johnsrud
Name: Mark Johnsrud
Title: CEO

1960 WELL SERVICES, LLC

By: /s/ Mark Johnsrud
Name: Mark Johnsrud
Title: CEO

Consent and Reaffirmation to Eleventh Amendment to Amended and Restated Credit Agreement

HEK WATER SOLUTIONS, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

APPALACHIAN WATER SERVICES, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

BADLANDS POWER FUELS, LLC, a Delaware limited liability company

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

BADLANDS POWER FUELS, LLC, a North Dakota limited liability company

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

LANDTECH ENTERPRISES, L.L.C.

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

Consent and Reaffirmation to Eleventh Amendment to Amended and Restated Credit Agreement

BADLANDS LEASING, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

IDEAL OILFIELD DISPOSAL, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

NUVERRA TOTAL SOLUTIONS, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

NES WATER SOLUTIONS, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

HECKMANN WOODS CROSS, LLC

By: /s/ Mark Johnsrud

Name: Mark Johnsrud

Title: CEO

Consent and Reaffirmation to Eleventh Amendment to Amended and Restated Credit Agreement



NUVERRA ANNOUNCES DECISION TO UTILIZE INTEREST PAYMENT GRACE PERIOD

SCOTTSDALE, Ariz. (October 17, 2016) - Nuverra Environmental Solutions, Inc. (OTCQB: NESC) (“Nuverra” or the “Company”) announced today that it has elected to exercise its grace period and defer making approximately \$2.0 million in interest payments due October 17, 2016 on its outstanding \$40.4 million principal amount of 9.875% Senior Notes due 2018 (the “2018 Notes”).

Under the terms of the indenture governing the 2018 Notes, the Company has a 30-day grace period after the interest payment due date before an event of default would occur. The Company believes it is in the best interests of all stakeholders to use the grace period to continue discussions with its debtholders regarding strategic alternatives to improve Nuverra’s long-term capital structure. During this period, the Company anticipates meeting all of its obligations to customers, employees and suppliers and continuing to provide safe, reliable, high-quality services to its customers.

About Nuverra

Nuverra Environmental Solutions is among the largest companies in the United States dedicated to providing comprehensive, full-cycle environmental solutions to customers in the energy market. Nuverra focuses on the delivery, collection, treatment, recycling, and disposal of restricted solids, water, wastewater, waste fluids and hydrocarbons. The Company provides its suite of environmentally compliant and sustainable solutions to customers who demand stricter environmental compliance and accountability from their service providers. Find additional information about Nuverra in documents filed with the U.S. Securities and Exchange Commission (SEC) at <http://www.sec.gov>.

Forward-Looking Statements

This press release contains “forward-looking” statements, including, without limitation, those that involve risks and uncertainties, including statements regarding the Company’s anticipated liquidity position, the status of discussions with stakeholders and any potential outcomes of such discussions. These statements relate to future plans, objectives, expectations and intentions and are for illustrative purposes only. These statements may be identified by the use of words such as “believe,” “expect,” “intend,” “plan,” “anticipate,” “likely,” “will,” “could,” “estimate,” “may,” “potential,” “should,” “would,” and similar expressions. All forward-looking statements contained herein, or otherwise made by the Company, are also subject generally to other risks and uncertainties, including those that are described from time to time in the Company’s filings with the Securities and Exchange Commission. While the Company makes these forward-looking statements in good faith, neither the Company nor its management can guarantee that anticipated future results will be achieved. Accordingly, readers are cautioned not to place undue reliance on any of the Company’s forward-looking statements. The Company undertakes no obligation to update any such forward-looking statements, whether as a result of new information, future events, changes in expectations or otherwise.

Source: Nuverra Environmental Solutions, Inc.

602-903-7802

ir@nuverra.com