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PENGE CORP  
Form 8-K  
January 16, 2007

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549  
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FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

January 12, 2007

PENGE CORP.  
(Exact Name of Registrant as Specified in its Charter)

DELAWARE	000-52180	71-0895709
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(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

1501 NORTH FAIRGROUNDS MIDLAND, TEXAS	79705
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(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code:  
(423) 683-8800  
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N/A  
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(Former name, former address, and formal fiscal year, 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 (SEE General Instruction A.2. below):

- 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 7.01 REGULATION FD DISCLOSURE

On January 12, 2007, Penge Corp. sent a letter to its stockholders, a copy of which is attached hereto as Exhibit 99.1.

FORWARD-LOOKING STATEMENTS. The attached letter may contain forward-looking statements as well as historical information. Forward-looking statements, which are included in accordance with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, may involve risks, uncertainties and other factors that may cause the company's actual results and performance in future periods to be materially different from any future results or performance suggested by the forward-looking statements in this release. These risks and uncertainties include, without limitation, the risks that Penge will not achieve revenue or other financial targets due to numerous possible factors, including without limitation competition, unavailability or high cost of capital, weather, unexpected expenses, costs associated with expansion or operating activities, costs associated with SEC compliance and other factors; and that Penge will not be able to continue to expand its operations as planned because of the unavailability or high costs of capital, failure to meet financial projections, the absence of a significant market for its common stock and other factors. In general, Penge is, and expects to be in the immediate future, dependent upon funds generated from sales of securities and secured promissory notes fund its operations and expansion plans. In addition, other risks are identified in the company's Form 10-SB and most recent quarterly and current reports filed with the SEC. All forward-looking statements speak only as of the date of this filing. The company expressly disclaims any obligation to update or revise any forward-looking statements found herein to reflect any changes in company expectations or results or any change in events.

The information in Item 7.01 of this Report (including exhibit 99.1) shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

### ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

#### (d) EXHIBITS

99.1 Letter to Stockholders

#### SIGNATURES

Pursuant to the requirements of the Securities Exchange of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Penge Corp.

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Dated: January 15, 2007

By /s/ KC Holmes

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KC Holmes  
Chief Financial Officer

) the prime rate, or (c) the daily LIBOR rate plus 1.0%, and (2) the Applicable Margin (as defined in the Credit Agreement), each as in effect on the date of the borrowing. The Applicable Margin will be based on the credit ratings assigned to certain indebtedness of UGI Utilities. Eurodollar Rate Advances (as defined in the Credit Agreement) will bear interest at a rate equal to the sum of (1) the London interbank offered rates divided by a number equal to 1.00 minus the Eurodollar Rate Reserve Percentage (as defined in the Credit Agreement), and (2) the Applicable Margin.

The Credit Agreement has a maturity date of October 30, 2018. The maturity date may be extended to October 30, 2022, if, on or before October 30, 2018, UGI Utilities satisfies certain requirements relating to approval of the Credit Agreement by the Pennsylvania Public Utility Commission. UGI Utilities may voluntarily prepay its borrowings under the Credit Agreement, in whole or in part, without any premium or penalty.

The Credit Agreement contains customary representations and warranties and affirmative and negative covenants for agreements of this type, including, among others, covenants relating to the maintenance of a financial ratio, financial reporting, compliance with laws, payment of taxes, preservation of existence, books and records, maintenance of properties and insurance, limitations on liens, restrictions on mergers, and limitations on changes in the nature of UGI Utilities' business.

The Credit Agreement provides for customary events of default, including, among other things, in the event of nonpayment of principal, interest, fees or other amounts, a representation or warranty proving to have been incorrect in any material respect when made, failure to perform or observe covenants within a specified period of time, a cross-default to other UGI Utilities indebtedness of a specified amount, the bankruptcy or insolvency of UGI Utilities, monetary judgment defaults of a specified amount, a change of control of UGI Utilities, and ERISA defaults resulting in liability for a specified amount. In the event of a default by UGI Utilities, the requisite number of Lenders (or the agent at their request) may declare all amounts owed under the Credit Agreement immediately due and payable. For defaults related to insolvency and receivership, all amounts owed will automatically become immediately due and payable. Under the terms of the Credit Agreement, a 2% interest penalty may apply to any outstanding amount not paid when due or that remains outstanding while an event of default exists.

The foregoing description of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the Credit Agreement, which is filed as Exhibit 10.1 to UGI Utilities' Current Report on Form 8-K dated October 31, 2017 and 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.**

The foregoing description in Item 1.01 above regarding UGI Utilities' borrowing under the Credit Agreement is incorporated into this Item 2.03 by reference. This description is qualified in its entirety by reference to the full text of the Credit Agreement, a copy of which is attached as Exhibit 10.1 to UGI Utilities' Current Report on Form 8-K dated October 31, 2017 and incorporated herein by reference.



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**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.

UGI Corporation

*November 6, 2017*

By: */s/ G. Gary Garcia*

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*Name: G. Gary Garcia*

*Title: Treasurer*