

**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): February 5, 2025

ARCADIUM LITHIUM PLC

(Exact name of registrant as specified in its charter)

Bailiwick of Jersey
(State or other jurisdiction of
incorporation or organization)

001-38694
(Commission File Number)

98-1737136
(I.R.S. Employer
Identification No.)

1818 Market Street,
Suite 2550
Philadelphia, PA
United States
19103

Suite 12, Gateway Hub
Shannon Airport House
Shannon, Co. Clare
Ireland
V14 E370

(Address of principal executive offices, including zip code)

215-299-5900

353-1-6875238

Registrant's telephone number, including area code

N/A

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value \$1.00 per share	ALTM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Term Loan Credit Agreement

On January 30, 2025, the Company entered into a Credit Agreement (the “Term Loan Credit Agreement”), by and among Arcadium Lithium Financing IRL Designated Activity Company, as borrower, and Rio Tinto Finance plc, as lender and administrative agent, pursuant to which Rio Tinto Finance plc provided a first lien secured term loan facility in an aggregate principal amount of \$200.0 million (the “Term Loan Facility”, and the loans thereunder, the “Term Loans”) to Arcadium Lithium Financing IRL Designated Activity Company. The proceeds of the Term Loans may be used for certain capital expenditures payments of the Company and its subsidiaries. The principal amount of the Term Loans, together with accrued and unpaid interest thereon, will be due and payable on September 1, 2027. The Term Loans may be prepaid by the Company at any time in whole or in part, subject to certain minimum thresholds, without penalty or premium, subject to customary breakage costs for certain types of loans.

The obligations under the Term Loan Facilities are guaranteed by the same entities that guarantee the obligations under the amended and restated credit agreement, dated as of September 1, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the “Existing Revolving Credit Facility”), by and among the Company, certain subsidiaries of the Company as guarantors, the lenders and issuing banks from time to time party thereto and Citibank, N.A. as administrative agent. In addition, the Term Loan Facility is secured by first-priority liens on the same assets that secure the Existing Revolving Credit Facility.

The Term Loans bear interest at adjusted term SOFR (defined as the forward-looking SOFR term rate published by CME Group Benchmark Administration Limited plus 0.10% per annum subject to a floor of zero) plus an applicable margin, as determined in accordance with the provisions of the Term Loan Credit Agreement. Interest is payable on the last day of an interest period.

The Term Loan Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants including, among other requirements, limitations on indebtedness, liens, fundamental changes, advances, investments and loans, sale of assets, sale and leaseback transactions, restricted payments, nature of business, modification of constituent documents, transactions with affiliates, and negative pledges. Further, the Term Loan Credit Agreement contains the same financial covenants as the Existing Revolving Credit Facility, which requires the maintenance of a maximum leverage ratio and a minimum interest coverage ratio.

The Term Loan Credit Agreement contains events of default that include, among others, non-payment of principal, interest or fees, breach of covenants, inaccuracy of representations and warranties, cross defaults to certain other indebtedness, bankruptcy and insolvency events, material judgments, and events constituting a change of control. Upon the occurrence and during the continuance of an event of default, the lender may accelerate the obligations under the Term Loan Credit Agreement.

A copy of the Term Loan Credit Agreement will be filed with the Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2025. The foregoing description of the Term Loan Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Term Loan Credit Agreement.

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.

ARCADIUM LITHIUM PLC

By: /s/ Gilberto Antoniazzi
Name: Gilberto Antoniazzi
Title: Vice President and Chief Financial Officer

Dated: February 5, 2025
