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## Section 1: 8-K (8-K)

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)

September 7, 2016

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LEGG MASON, INC.

(Exact name of registrant as specified in its charter)

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Maryland

(State or Other Jurisdiction  
of Incorporation)

1-8529

(Commission File  
No.)

52-1200960

(IRS Employer  
Identification No.)

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100 International Drive, Baltimore, Maryland

(Address of principal executive offices)

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21202

(Zip Code)

Registrant's telephone number, including area code:

410 539-0000

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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 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))



## **Item 1.01**

### **Entry into a Material Definitive Agreement.**

On September 7, 2016, Legg Mason, Inc. (the “Company”), as Borrower; Citibank, N.A., as Administrative Agent; and the other banks party thereto (collectively, the “Lenders”) entered into a second amendment (the “Second Amendment”) to the Company’s unsecured Credit Agreement, dated as of December 29, 2015 (as amended by the First Amendment dated as of March 31, 2016, the “Credit Agreement”) pursuant to which the Lenders made available to the Company a multi-currency revolving credit facility in an amount of \$1 billion (which may be increased by an aggregate amount of up to \$500 million at the Company’s discretion, subject to the consent of the Lenders).

The Second Amendment revises the definition of “Consolidated EBITDA” in the Credit Agreement to exclude from the calculation of consolidated net income for any period any portion of consolidated net income that is attributable to non-controlling interests (including any non-controlling interests in any consolidated investment vehicle).

In addition, the Second Amendment amends the definition of “Indebtedness” included in the Credit Agreement to expressly provide that any Indebtedness that has been defeased, satisfied or otherwise discharged in accordance with the applicable agreements governing such Indebtedness by the deposit of cash or cash equivalents with the appropriate entity for such purpose will no longer be deemed outstanding for purposes of calculating the amount of Indebtedness under any covenants or any financial or other calculations under the Credit Agreement provided that any such cash and cash equivalents used for such purpose shall also be excluded in any such covenants or financial or other calculations that are calculated in the Credit Agreement net of cash and cash equivalents.

Furthermore, the Second Amendment revises the calculation of the Company’s ratio of consolidated outstanding net debt-to-consolidated earnings before interest, taxes, depreciation, amortization and certain other noncash items (the “Leverage Ratio”) to modify one of the net debt deductions applicable to the Leverage Ratio by increasing the maximum amount of the Company’s hybrid capital securities that are accorded a percentage of equity treatment by one or more rating agencies from \$250,000,000 to \$750,000,000.

In the ordinary course of its business, the Company has various business relationships with most of the Lenders.

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the Second Amendment, which is filed as an exhibit hereto and is incorporated herein by reference.

**Item**  
**9.01**

**Financial Statements and Exhibits.**

(d) Exhibits

Exhibit

No.

Subject Matter

- 1.1 Second Amendment, dated as of September 7, 2016, to the Credit Agreement, dated as of December 29, 2015 (as amended by the First Amendment to the Credit Agreement, dated as of March 31, 2016), by and among Legg Mason, Inc., as Borrower, Citibank, N.A., as Administrative Agent, and each of the lenders from time to time party thereto, filed herewith.

## **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.

**LEGG MASON, INC.**

(Registrant)

Date: September 7, 2016

By: /s/ Thomas C. Merchant

Thomas C. Merchant

Executive Vice President and General Counsel

**LEGG MASON, INC.**  
**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Subject Matter</u>
1.1	Second Amendment, dated as of September 7, 2016, to the Credit Agreement, dated as of December 29, 2015 (as amended by the First Amendment to the Credit Agreement, dated as of March 31, 2016), by and among Legg Mason, Inc., as Borrower, Citibank, N.A., as Administrative Agent, and each of the lenders from time to time party thereto, filed herewith.

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## **Section 2: EX-1.1 (EXHIBIT 1.1)**

EXECUTION VERSION

SECOND AMENDMENT dated as of September 7, 2016 (this "Amendment"), to the Credit Agreement dated as of December 29, 2015 (as heretofore amended, the "Credit Agreement"), by and among LEGG MASON, INC., a Maryland corporation (the "Borrower"), each of the Lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent.

WHEREAS, the Borrower has requested that the Credit Agreement be amended as set forth herein and the Lenders party hereto, constituting the Majority Lenders, have agreed so to amend the Credit Agreement;

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lenders party hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein (including in the preliminary statements hereto) have the meanings assigned to them in the Credit Agreement.

SECTION 2. Amendment. Subject to the satisfaction of the conditions set forth in Section 4 below, the Credit Agreement shall without further action be amended as follows:

(a) The definition of "Consolidated EBITDA" in Section 1.01 of the Credit Agreement is hereby amended as follows:

Removing the phrase "for such period" and replacing it with the phrase "attributable to the Borrower for such period (net of the portion thereof attributable to non-controlling interests, including any non-controlling interests in any consolidated investment vehicle)" prior to clause (a), immediately after the word "income" and prior to the word "plus".

(b) The definition of "Indebtedness" in Section 1.01 of the Credit Agreement is hereby amended by adding the following sentence after the ultimate sentence in the definition:

"Notwithstanding anything to the contrary, all Indebtedness that has been defeased, satisfied and

discharged or irrevocably called for redemption in accordance with the terms of the agreements governing such Indebtedness with such cash or cash equivalents sufficient to satisfy such defeasance, satisfaction and discharge or redemption irrevocably deposited with the appropriate entity for such purpose will be deemed not to be outstanding for purposes of calculating the amount of Indebtedness outstanding at any time under the covenants and financial or other calculations under this Agreement; provided, that all such cash or cash equivalents deposited pursuant to the foregoing will not be included in any such covenant or financial or other calculation under this Agreement which are calculated on a basis net of cash and cash equivalents.”

(c) The definition of “Leverage Ratio” in Section 1.01 of the Credit Agreement is hereby amended as follows:

Replacing “\$250,000,000” with “\$750,000,000” immediately after letter “(y)” and prior to the word “multiplied”, at the beginning of clause (a)(iii)(A)(y).

(d) The definition of “U.S. Tax Compliance Certificate” in Section 1.01 of the Credit Agreement is hereby amended as follows:

Replacing the phrase “Section 2.13(f)(ii)(3)” with the phrase “Section 2.13(f)(ii)(B)(3)” immediately after the word “in”, at the end of the definition.

(e) The following definition is hereby added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order:

“Second Amendment” means the Second Amendment dated as of September 7, 2016 to the Credit Agreement (as amended by the First Amendment dated as of March 31, 2016), by and among the Borrower, each of the Lenders party thereto and the Administrative Agent.

SECTION 3. Representations and Warranties. The Borrower represents and warrants to the Lenders that:

(a) This Amendment has been duly executed and delivered by the Borrower and (assuming due execution by the parties hereto other than the Borrower) constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The representations and warranties set forth in Section 4.01 of the Credit Agreement (except the Excluded Representations) are true and correct in all material respects on and as of the Amendment Effective Date (as defined below), before and after giving effect to this Amendment, as though made on and as of the Amendment Effective Date.

(c) As of the Amendment Effective Date, after giving effect to this Amendment, no event has occurred and is continuing that constitutes a Default.

SECTION 4. Effectiveness of Amendment. This Amendment shall become effective as of the first date (the “Amendment Effective Date”) on which the Administrative Agent shall have executed this Amendment and shall have received counterparts hereof duly executed and delivered by the Borrower and the Lenders constituting the Majority Lenders. The Administrative Agent shall promptly notify the Borrower and the Lenders in writing of the Amendment Effective Date and such notice shall be conclusive and binding absent manifest error.

SECTION 5. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent, in each case to the extent provided in Section 8.04(a) of the Credit Agreement.

SECTION 6. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, any Issuing Lenders or the Lenders under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which, as amended hereby, are ratified and affirmed



in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Credit Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. On and after the Amendment Effective Date, any reference to the Credit Agreement in any Loan Document shall mean the Credit Agreement as amended hereby

SECTION 7. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic means (including .pdf email transmittal) shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 8. Governing Law; Consent to Jurisdiction, Etc. The provisions of Sections 8.07 and 8.11 of the Credit Agreement shall apply, mutatis mutandis, to this Amendment as if set forth in full herein.

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

LEGG MASON, INC.,

By: /S/ Peter H. Nachtwey  
Name: Peter H. Nachtwey  
Title: Chief Financial Officer

CITIBANK, N.A., as Administrative Agent, an Issuing  
Lender and Lender,

By: /s/ Maureen P. Maroney  
Name: Maureen P. Maroney  
Title: Vice President

To approve this Amendment:

AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED,

By: /s/ Robert Grillo  
Name: Robert Grillo  
Title: Director

To approve this Amendment:

BANK OF AMERICA, N.A.

By: /s/ Rodney Beeks  
Name: Rodney Beeks  
Title: Associate

To approve this Amendment:

BRANCH BANKING AND TRUST COMPANY,

By: /s/ Matthew J. Davis  
Name: Matthew J. Davis  
Title: Senior Vice President

To approve this Amendment:

THE BANK OF NEW YORK MELLON

By: /s/ Michael Pensari  
Name: Michael Pensari  
Title: Managing Director

To approve this Amendment:

CREDIT AGRICOLE CORPORATE AND  
INVESTMENT BANK

By:       /s/ Gordon Yip        
Name: Gordon Yip  
Title: Managing Director

For any institution requiring a second signature line:

CREDIT AGRICOLE CORPORATE AND  
INVESTMENT BANK

By:       /s/ Myra Martinez        
Name: Myra Martinez  
Title: Vice President

To approve this Amendment:

HSBC BANK USA

By:       /s/ Arquelio Semidey        
Name: Arquelio Semidey  
Title: Associate Director

To approve this Amendment:

JPMORGAN CHASE BANK, N.A.

By:       /s/ Alfred Chi        
Name: Alfred Chi  
Title: Vice President

To approve this Amendment:

MANUFACTURERS AND TRADERS TRUST  
COMPANY

By:       /s/ Ashley Thompson        
Name: Ashley Thompson

Title: Vice President & Relationship Manager

To approve this Amendment:

THE BANK OF TOKYO – MITSUBISHI UFJ, LTD

By:         /s/ Suzanne Ley          
Name: Suzanne Ley  
Title: Vice President

To approve this Amendment:

ROYAL BANK OF CANADA

By:         /s/ Greg DeRise          
Name: Greg DeRise  
Title: Authorized Signatory

To approve this Amendment:

STATE STREET BANK & TRUST COMPANY

By:         /s/ Andrei Bourdine          
Name: Andrei Bourdine  
Title: Vice President

To approve this Amendment:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:         /s/ Kimberly Shaffer          
Name: Kimberly Shaffer  
Title: Managing Director