
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): June 9, 2011

NEWPARK RESOURCES, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other Jurisdiction of Incorporation)	001-2960 (Commission File Number)	72-1123385 (IRS Employer Identification No.)
2700 Research Forest Drive, Suite 100 The Woodlands, TX (Address of Principal Executive Offices)		77381 (Zip Code)

Registrant's telephone number, including area code: **(281) 362-6800**

(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))
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Item 5.07 Submission of Matters to a Vote of Security Holders.

On June 9, 2011, the following proposals were submitted to the stockholders of Newpark Resources, Inc. (the "Company") at the Company's 2011 Annual Meeting of Stockholders.

1. The election of six directors to the Board of Directors;
2. An advisory vote on named executive officer compensation;
3. An advisory vote on the frequency of future advisory votes on named executive officer compensation;
4. To consider and act upon a proposal to amend the 2003 Long Term Incentive Plan;
5. To consider and act upon a proposal to amend the 2006 Equity Incentive Plan; and
6. The ratification of the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year 2011.

The proposals are more fully described in the Company's Proxy Statement. The following are the final vote results along with a brief description of each proposal.

Proposal 1: Election of Directors: the stockholders of the Company elected each of the following director nominees for a term that will continue until the 2012 Annual Meeting of Stockholders.

Director	Votes For	Withheld	Broker Non-Votes
David C. Anderson	72,409,731	3,409,786	10,201,023
Jerry W. Box	72,401,291	3,418,226	10,201,023
G. Stephen Finley	72,411,539	3,407,978	10,201,023
Paul L. Howes	73,804,214	2,015,303	10,201,023
James W. McFarland, PhD	72,404,160	3,415,357	10,201,023
Gary L. Warren	72,404,372	3,415,145	10,201,023

Proposal 2: An advisory vote on named executive officer compensation: the stockholders of the Company approved, on a non-binding advisory basis, the compensation of the named executive officers as described in the Company's Proxy Statement.

For	Against	Abstain	Broker Non-Votes
72,293,699	2,880,048	645,770	10,201,023

Proposal 3: An advisory vote on the frequency of future advisory votes on named executive officer compensation: by plurality vote, the stockholders of the Company recommended, on a non-binding advisory basis, that future advisory votes on named executive officer compensation be held on an annual basis.

1 Year	2 Years	3 Years	Abstain
64,810,629	56,151	10,777,217	175,520

Proposal 4: Approval of an amendment to the 2003 Long Term Incentive Plan: the stockholders of the Company approved the amendments to the 2003 Long Term Incentive Plan.

For	Against	Abstain	Broker Non-Votes
63,578,619	11,738,444	502,454	10,201,023

Proposal 5: Approval of an amendment to the 2006 Equity Incentive Plan: the stockholders of the Company approved the amendments to the 2006 Equity Incentive Plan.

For	Against	Abstain	Broker Non-Votes
61,043,365	14,346,404	429,748	10,201,023

Proposal 6: Ratification of the Appointment of Independent Registered Public Accounting Firm: the stockholders of the Company ratified the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year 2011.

For	Against	Abstain	Broker Non-Votes
85,814,415	96,820	109,305	0

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Newpark Resources, Inc. 2003 Long Term Incentive Plan (Amended and Restated Effective March 8, 2011).
10.2	Form of Restricted Stock Agreement under the Newpark Resources, Inc. 2003 Long Term Incentive Plan (Amended and Restated Effective March 8, 2011).

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.

NEWPARK RESOURCES, INC.

Dated: June 14, 2011

By: /s/ James E. Braun
James E. Braun
Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

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NEWPARK RESOURCES, INC.

2003 LONG TERM INCENTIVE PLAN
Amended and Restated Effective March 8, 2011

1. PURPOSE.

The Newpark Resources, Inc. 2003 Long Term Incentive Plan (the "Plan") is intended (i) to increase the value of the stockholders' investment in Newpark Resources, Inc. ("Newpark") by improving Newpark's performance and profitability; and (ii) to retain, attract and motivate management employees, executive officers and other corporate and divisional officers (all of who are sometimes collectively referred to herein as "Employees") of high caliber and potential by providing them with incentives for outstanding performance. The Plan provides for the award of long-term incentives to those Employees who make substantial contributions to Newpark by their loyalty, industry and invention. Unless the context indicates otherwise, references to "Newpark" herein shall be deemed to include reference to the subsidiary of Newpark that actually employs the affected Employee.

2. SHARES SUBJECT TO THE PLAN.

The maximum number of shares of Common Stock of Newpark (the "Stock") that may be issued pursuant to the Plan shall be 1,000,000, subject to adjustment pursuant to the provisions of Section 7. For purposes of this Section 2, the following shares of Stock shall not be considered to have been issued under the Plan; (i) shares of Stock remaining under an Award (as herein defined) of Deferred Stock (as herein defined) which terminates without having been fully vested and (ii) shares of Stock that have been forfeited in accordance with the terms of the applicable Award.

3. ADMINISTRATION.

3.1 The Plan shall be administered by the Compensation Committee (the "Committee") of the Board of Directors of Newpark (the "Board"). Each member of the Committee shall be (a) a "Non-Employee Director" as that term is defined in Rule 16b-3 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Exchange Act"), (b) an "independent director" as defined under the rules of the New York Stock Exchange, as they may be amended from time to time, except as may otherwise be permitted by such rules, and (c) an "outside director" under Regulation Section 1.162-27 promulgated under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), but no action of the Committee shall be invalid if this requirement is not met. The Committee shall select one of its members as Chairman and shall act by vote of a majority of a quorum or by unanimous written consent. A majority of its members shall constitute a quorum. The Committee shall be governed by the provisions of Newpark's By-Laws and of Delaware law applicable to the Board, except as otherwise provided herein or determined by the Board.

3.2 The Committee shall have full power, discretion and authority to administer, interpret and construe the Plan and any award or agreement made pursuant to the Plan, and to prescribe and rescind rules, regulations and policies for administration of the Plan. The Committee's actions, interpretations and constructions with regard to the Plan shall be final, conclusive and binding on all persons for all purposes.

3.3 No member of the Committee or the Board shall be liable for any action or determination made in good faith with respect to the Plan or any award pursuant to it. Newport shall indemnify and hold harmless each member of the Committee and the Board, and the estate and heirs of each such member, against all claims, liabilities, expenses, penalties, damages or other pecuniary losses, including legal fees, which such Committee member or Board member or his or her estate or heirs may suffer as a result of any act or omission to act in connection with the Plan, to the extent that insurance, if any, does not cover the payment of such items.

4. ELIGIBILITY.

Key Employees of Newport and its subsidiaries shall be eligible to be granted awards under the Plan. In determining which key Employees to designate as participants, the Committee shall consider those Employees of Newport and its subsidiaries whose responsibilities and decisions, in the judgment of the Committee, materially affect the growth, performance or profitability of Newport. An Employee shall become a participant in the Plan (a "Participant") upon designation as a Participant by the Committee, in its sole discretion.

5. GRANTS OF AWARDS AND AWARD AGREEMENTS.

5.1 Subject to the provisions of the Plan, the Committee shall (i) grant awards pursuant to the Plan, (ii) determine the number of shares of Common Stock subject to each award, (iii) determine the terms and conditions (which need not be identical) of each award, (iv) establish and modify performance criteria for awards, and (v) make all of the determinations necessary or advisable with respect to Awards under the Plan.

5.2 Each Award under the Plan shall consist of (i) Stock equivalents ("Deferred Stock") that vest and become payable in Stock upon the meeting of performance criteria over a three-year performance period, as established by the Committee or (ii) shares of restricted Stock ("Restricted Stock") that are subject to forfeiture and vesting restrictions, restrictions on transferability and other restrictions as established by the Committee. The Committee may grant awards of Deferred Stock and awards of Restricted Stock ("Awards") in such amounts, at such times, and to such Employees as the Committee, in its discretion, may determine; provided, however, that, subject to adjustment as provided in Section 7, the maximum number of shares of Stock which may be granted to any one Employee during any one calendar year shall be 50,000. Each Award granted under the Plan shall be evidenced by a written agreement (a "Deferred Stock Agreement" in the case of an Award of Deferred Stock and a "Restricted Stock Agreement" in the case of an Award of Restricted Stock; either one, an "Award Agreement"), in a form approved by the Committee and executed by Newport and the Participant to whom the Award is granted. The Award Agreement shall set forth conditions and requirements for vesting, as well as those that will result in forfeiture. Awards shall be conditioned upon the prompt and timely execution of the Award Agreement by the Participant and Newport.

5.3 Except as otherwise determined by the Committee or provided in the Award Agreement, any Award that is invested at the time a Participant's employment by Newport and its subsidiaries terminates for any reason or by any means shall be forfeited. In the case of a Restricted Stock Award that is forfeited, all shares of Restricted Stock subject to that Award shall be returned to Newport and shall be available for issuance under the Plan. In the case of an Award of Deferred Stock, any shares of Stock which are not issued under such Award at the time the Award terminates shall be available for issuance under the Plan. The Committee may provide for accelerated vesting upon the occurrence of a Change of Control or such other events as the Committee shall determine, or upon a Participant's death, disability, retirement at or after normal retirement age or the termination of the Participant's employment with Newport by Newport without "Cause." No Award that is intended to qualify as performance-based Compensation under Code Section 162(m) shall provide or allow for vesting other than by the timely satisfaction of the pre-determined performance goals and other criteria, or if so specified by the Committee, upon death, disability or a Change of Control.

For purposes of this Section 5.3, "Cause" shall mean: the conviction of Participant for a felony or other crime involving fraud and/or moral turpitude;

(a) dishonesty, willful misconduct or material neglect, which neglect causes material harm to Newport, of Participant with respect to Newport or any of its subsidiaries;

(b) any intentional act on the part of Participant that causes material damage to Newport and/or its subsidiaries' reputation;

(c) appropriation (or an overt act attempting appropriation) of a material business opportunity of Newport or its subsidiaries by Participant;

(d) misappropriation (or an overt act attempting misappropriation) of any funds of Newport or its subsidiaries by Participant;

(e) the failure of Participant to follow the reasonable and lawful written instructions or policy of Newport with respect to the services to be rendered and the manner of rendering such services by Participant, provided Participant has been given reasonable written notice thereof and opportunity to cure and no cure has been effected within a reasonable time after such notice; or

(f) the failure of Participant to perform or observe any of the material terms or conditions of Participant's employment other than by reason of illness, injury or incapacity, provided Participant has been given reasonable written notice thereof and opportunity to cure and no cure has been effected within a reasonable time after such notice.

Subject to Section 11.1, below, a “Change of Control” shall be deemed to occur if: (i) a “Takeover Transaction” (as defined below) occurs; or (ii) any election of directors of Newpark takes place (whether by the directors then in office or by the stockholders at a meeting or by written consent) and a majority of the directors in the office following such election are individuals who were not nominated by a vote of two-thirds of the members of the Board of Directors or its nominating committee immediately preceding such election; or (iii) Newpark effectuates a complete liquidation or a sale or disposition of all or substantially all of its assets. A “Takeover Transaction” shall mean (i) a merger or consolidation of Newpark with, or an acquisition of Newpark or all or substantially all of its assets by, any other corporation or entity, other than a merger, consolidation or acquisition in which the individuals who were members of the Board of Directors of Newpark immediately prior to such transaction continue to constitute a majority of the Board of Directors or other governing body of the surviving corporation or entity (or, in the case of an acquisition involving a holding company, constitute a majority of the Board of Directors or other governing body of the holding company) for a period of not less than twelve (12) months following the closing of such transaction, or (ii) one or more occurrences or events as a result of which any “person” (as such term is used in Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of thirty percent (30%) or more of the combined voting power of Newpark’s then outstanding securities.

5.4 The Committee may modify or amend any Award under the Plan or waive any restrictions or conditions applicable to such Awards but only to the extent not inconsistent with the terms of the Plan. Notwithstanding the foregoing, the Committee may not undertake any modifications, amendments or waivers if the effect thereof materially adversely affects the rights of any Participant without his or her consent.

6. TERMS AND CONDITIONS OF AWARDS.

6.1 Shares of Stock underlying a Deferred Stock Award will not be issued until the Deferred Stock Award has vested pursuant to a vesting schedule and/or performance criteria set by the Committee and the Committee has determined that the relevant schedule has been met and/or the performance criteria achieved. Unless otherwise provided by the Committee, a Participant shall have no rights as a stockholder of Newpark with respect to such Deferred Stock until such time as the Award has vested and the Stock underlying the Award has been issued. The shares of Stock underlying a Deferred Stock Award that become vested shall be issued to the Participant within ten (10) days of the Committee’s determination that vesting has occurred, and in all cases, by no later than two and one-half (2^{1/2}) calendar months after the end of the year in which the requirements for vesting were satisfied.

6.2 At the time of grant of each Restricted Stock Award, the Committee shall determine the performance and vesting requirements, conditions of, and forfeiture restrictions on transferability and other restrictions (including, without limitation, limitations on the right to vote Restricted Stock or the right to receive dividends on Restricted Stock) that will apply to the Award. These restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance criteria or future service requirements or both), in such installments or otherwise, as the Committee may determine in its discretion.

Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Committee may require that such certificates bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock, that Newpark retain physical possession of the certificates, and that the Participant deliver a stock power to Newpark, endorsed in blank, relating to the Restricted Stock.

Unless otherwise set forth in the Award Agreement, (a) any regular cash dividends declared and paid with respect to shares of Restricted Stock shall be paid to the Participant at the same time they are paid to all other stockholders of Newpark, and (b) shares of Stock distributed in connection with a stock split or stock dividend, and any other cash or property (including securities of Newpark or other issuers) distributed as a dividend (other than regular cash dividends), shall be subject to restrictions and forfeiture conditions to the same extent as the Restricted Stock with respect to which such shares, cash or other property have been distributed, and all references to Restricted Stock in the Plan or the applicable Award Agreement shall be deemed to include such shares, cash or other property.

Unless otherwise set forth in the Award Agreement, all voting rights appurtenant to the shares of Restricted Stock shall be exercised by the Participant.

Upon satisfaction of the terms and conditions specified in the Restricted Stock Agreement, (a) the Participant shall be entitled to have the legend referred to above removed from his or her shares, and (b) if Newpark has retained possession of the certificates representing the shares of Restricted Stock, Newpark shall promptly deliver such certificates to the Participant. If the terms and conditions specified in the Restricted Stock Agreement have not been satisfied, the Restricted Stock subject to the Award shall be forfeited and reacquired by Newpark or shall be subject to a repurchase option in favor of Newpark, as may be specified in the Restricted Stock Agreement.

6.3 The Committee may designate whether any Award is intended to be “performance-based compensation” as that term is used in Section 162(m) of the Code. Any such Awards designated as intended to be “performance-based compensation” shall be conditioned on the achievement of one or more performance measures, to the extent required by Code Section 162(m). The performance measures that may be used by the Committee for Awards shall be based on any one or more of the following, as selected by the Committee:

- (a) Total stockholder return of Newpark compared to that of the PHLX Oil Service Sector industry group, or such other peer group selected by the Committee in its discretion from time to time (the “Peer Group”);
- (b) Newpark’s return on equity compared to that of the Peer Group;
- (c) Growth in Newpark’s earnings per share (EPS);
- (d) Profits and/or return on capital within a specified business unit of Newpark; and
- (e) The OSHA reportable incident rate within a specified business unit of Newpark.

For Awards intended to be “performance-based compensation” under Code Section 162(m), the grant of the Awards and the establishment of performance measures shall be made during the period required under Code Section 162(m).

6.4 No right or interest of a Participant in an Award or the Stock underlying an unvested Award may be transferred, pledged, encumbered, or hypothecated to or in favor of any party other than Newport or an affiliate of Newport, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than Newport or an affiliate of Newport. No unvested Deferred Stock Award or Restricted Stock Award shall be assignable or transferable by a Participant other than by will or the laws of descent and distribution or pursuant to a domestic relations order that would satisfy Section 414(p)(1)(A) of the Code if such Section applied to an Award under the Plan; provided, however, that the Committee may (but need not) permit other transfers where the Committee concludes that such transferability does not result in accelerated taxation and is otherwise appropriate and desirable, taking into account any factors deemed relevant, including without limitation, state or federal tax or securities laws applicable to transferable Awards.

7. ADJUSTMENTS.

In the event of any subdivision or consolidation of outstanding Stock or declaration of a dividend payable in Stock or capital reorganization or reclassification or other transaction involving an increase or reduction in the number of outstanding shares of Stock, the Committee may adjust proportionally the number of shares of Stock reserved under this Plan, the maximum number of shares of Stock that may be subject to Awards granted to any one individual during a calendar year, and the number of shares of Stock covered by outstanding Awards denominated in Stock. In the event of any consolidation or merger of Newport with another corporation or entity or the adoption by Newport of a plan of exchange affecting the Stock or any distribution to holders of Stock of securities or property (other than normal cash dividends or dividends payable in Stock), the Committee shall make such adjustments or other provisions as it may deem equitable, including adjustments to avoid fractional shares, to give proper effect to such event.

8. WITHHOLDING TAXES.

Newport shall have the right, at the time of a Participant's taxation, to make adequate provision for any federal, state, local or foreign taxes which it believes are or may be required by law to be withheld with respect to an Award under the Plan ("Tax Liability"), to ensure the payment of any such Tax Liability. Newport may provide for the payment of any Tax Liability by any of the following means or a combination of such means, as determined by the Committee in its sole and absolute discretion in the particular case: (i) by requiring the Participant to tender a cash payment to Newport, (ii) by withholding from the Participant's cash compensation, (iii) by withholding shares from the shares of Common Stock issued under the Deferred Stock Award or become vested in the case of Restricted Stock Awards, in each case, valued as of the date the shares are withheld, or (iv) by any other method deemed appropriate by the Committee.

9. AMENDMENT AND TERMINATION.

The Board may at any time suspend, amend or terminate the Plan. No such action shall adversely affect any outstanding Award Agreement without the Participant's written consent. No amendment or modification of the Plan may be adopted, except by stockholder approval, which would (a) materially increase the benefits accruing to Participants under the Plan, (b) materially increase the number of securities which may be issued under this Plan (except for adjustments pursuant to Section 7) or (c) materially modify the requirements as to eligibility for participation in the Plan.

10. MISCELLANEOUS.

10.1 Nothing in this Plan or any Award granted hereunder shall confer upon any employee any right to continue in the employ of Newpark or interfere in any way with the right of Newpark to terminate his or her employment at any time.

10.2 Except as may be required under the terms of any employee benefit plan subject to the Employee Retirement Incentive Security Act of 1974, as amended, or applicable law, no Award granted under the Plan shall be deemed salary or compensation for the purpose of computing benefits under any employee benefit plan or other arrangement of Newpark for the benefit of its employees.

10.3 The Plan and the grant of Awards under it shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any governmental or regulatory agency as may be required.

10.4 The Plan shall be construed in accordance with and governed by the laws of the State of Delaware.

10.5 Subject to the provisions of Section 6, each Award Agreement shall inure to the benefit of the Participant and the Participant's heirs, representatives and successors and shall be binding on Newpark and each successor (direct or indirect, whether by purchase, merger, consolidation or otherwise).

10.6 No Stock issued under the Plan may be resold unless and until any applicable registration or qualification requirements of federal and state securities laws and all other requirements of law or any regulatory bodies having jurisdiction over such resale have been fully complied with. Newpark shall have no obligation to file any Registration Statement covering resales of the Stock.

11. CODE SECTION 409A.

11.1 In the case of Deferred Stock Awards: (i) the term "Change of Control" herein shall mean, but only with respect to the income so affected, a transaction, circumstance or event that constitutes a "Change of Control" (as defined above) and that also constitutes a "change in control event" within the meaning of Treas. Reg. §1.409A-3(i)(5); (ii) references to the disability of a Participant shall mean (a) the inability of the Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months or (b) the receipt of income replacements by the Participant, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, for a period of not less than three months under the Newpark accident and health plan; and (iii) references to the termination of a Participant's employment, where vesting will or could result from such termination, shall mean a termination of such employment without Cause that results from death or disability or that constitutes an "involuntary separation from service" within the meaning of Treas. Reg. §1.409A-1(n).

11.2 In the event that a “specified employee” (as defined under Code Section 409A) becomes entitled to shares of Common Stock under a Deferred Stock Award on account of a termination of employment, such Common Stock shall not be transferred until the first day of the seventh calendar month after the date of the Participant’s “separation from service” within the meaning of Code Section 409A.

11.3 No Award shall contain or reflect, or be amended, affected or supplemented by any other agreement (including, but not limited to, employment agreements, other plans or arrangements of deferred compensation) so as to contain, include or be subject to a “deferral feature” or an “additional deferral feature” within the meaning and usage of those terms under Code Section 409A.

11.4 Certain items of compensation paid pursuant to this Plan are or may be subject to Code Section 409A of the Code. In such instances, this Plan is intended to comply and shall be administered in a manner that is intended to comply with Code Section 409A and shall be construed and interpreted in accordance with such intent.

12. MISCONDUCT OF A PARTICIPANT.

Notwithstanding any other provision of the Plan, if a Participant commits fraud or dishonesty toward Newpark, wrongfully uses or discloses any trade secret, confidential data or other information proprietary to Newpark or intentionally takes any other action materially inimical to the best interests of Newpark, as determined by the Committee in its sole and absolute discretion, such Participant shall forfeit all rights under every unvested Award.

13. STOCKHOLDER APPROVAL AND TERM OF PLAN.

The effective date of the Plan shall be March 12, 2003, subject to approval by the stockholders of Newpark on or before December 31, 2003. If stockholder is not timely obtained, all Awards made under the Plan shall be null and void and all shares of Stock issued thereunder, and any dividends and other distributions declared or paid thereon, shall be forfeited to Newpark without any payment with respect thereto. No Awards may be granted under the Plan after March 12, 2013.

NEWARK RESOURCES, INC.

RESTRICTED STOCK AGREEMENT

1. Grant of Restricted Stock. Subject to the conditions described in this agreement (the "Award Agreement") and in the Newark Resources, Inc. 2003 Long Term Incentive Plan, as amended from time to time (the "Plan"), Newark Resources, Inc., a Delaware corporation (the "Company"), hereby grants to _____ ("Participant") all rights, title and interest in the record and beneficial ownership of _____ (_____) shares (the "Restricted Stock") of common stock, \$0.001 par value per share, of the Company ("Stock"). This Award of Restricted Stock shall be effective as of the date (the "Date of Grant") of approval by the Committee. The Date of Grant is _____, 20____. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan, the terms of which are incorporated herein by reference.

2. Vesting.

(a) **Vesting Schedule.** Subject to the satisfaction of the terms and conditions set forth in the Plan and this Award Agreement, Participant shall vest in his rights under the Restricted Stock and the Company's right to the return and reacquisition of such shares by or upon Participant's forfeiture shall lapse with respect to the Restricted Stock according to the following schedule:

(i) _____ of the Restricted Stock (rounded to the nearest whole number of shares) shall vest on the [first anniversary] of the Date of Grant.

(ii) _____ of the Restricted Stock (rounded to the nearest whole number of shares) shall vest on the [second anniversary] of the Date of Grant.

(iii) [Additional anniversaries as necessary.]

(iv) The remainder of the Restricted Stock shall vest on the _____ anniversary of the Date of Grant.

The term "Restriction Period" refers to the period, applicable to a given share of Restricted Stock, from the Date of Grant until that share of Restricted Stock has become vested and the restrictions thereon have lapsed, whether pursuant to this Section 2(a) or Section 2(b) below. References to the end of the Restriction Period or to times following the Restriction Period shall refer to the time of, or the time following, as the case may be, the vesting of shares of Restricted Stock and the lapse of the restrictions thereon, and shall not be construed to refer to the event of or the period following the forfeiture of shares of Restricted Stock

(b) Vesting upon Change in Control. Notwithstanding the foregoing, in the event of a Change in Control, then immediately prior to the consummation of such Change in Control, any of the Restricted Stock held by Participant which remain unvested and not previously forfeited at such time shall immediately become vested. For purposes of this Award Agreement, "Change of Control" shall have the meaning set forth in the Plan unless the Participant has entered into a change of control letter agreement with the Company (a "Change in Control Agreement"), in which event the term shall have the meaning set forth in the Change in Control Agreement. To the extent there is any conflict between the definition in the Change in Control Agreement and the definition in the Plan, the definition in the Change in Control Agreement shall control. Upon the occurrence of a Change in Control or Potential Change in Control (as defined in the Change in Control Agreement), the provisions of the Change in Control Agreement pertaining to the acceleration of vesting of any Awards, including the Award evidenced by this Award Agreement, shall control.

In the case any item of income under the Award subject to this Award Agreement to which the definition of "Change in Control" under the Plan or Change in Control Agreement, as appropriate, would otherwise apply with the effect that the income tax under Section 409A of the Code would apply or be imposed on income under that Award, but where such tax would not apply or be imposed if the meaning of the term "Change in Control" met the requirements of Section 409A(a)(2)(A)(v) of the Code, then the term "Change in Control" herein shall mean, but only with respect to the income so affected, a transaction, circumstance or event that constitutes a "Change in Control" under the Plan or Change in Control Agreement, as appropriate, and that also constitutes a "change in control event" within the meaning of Treas. Reg. §1.409A-3(i)(5).

3. Issuance and Transferability.

(a) Registration and Restricting Legend. Upon grant, the Restricted Stock granted hereunder shall be represented by uncertificated shares designated for the Participant in book-entry registration on the records of the Company's transfer agent or at the discretion of the Company, by a stock certificate issued and registered in the Participant's name, in each case subject to the restrictions set forth in this Award Agreement. Any book-entry uncertificated shares or stock certificates evidencing the Restricted Stock shall be held in custody by the Company until the restrictions thereon have lapsed, and as a condition of this Award, the Participant shall deliver to the Company a stock power in substantially the form of Exhibit A attached hereto, endorsed in blank, with respect to any certificated shares of Restricted Stock.

The book-entry or share certificates evidencing the Restricted Stock which are the subject of this Award Agreement shall be subject to the following legend:

"The shares represented by this Certificate or book-entry registration have been issued pursuant to the terms of the Newpark Resources, Inc. 2003 Long Term Incentive Plan (as Amended and Restated Effective March 8, 2011) and may not be sold, pledged, transferred, assigned or otherwise encumbered in any manner except as set forth in the terms of the Restricted Stock Agreement dated _____, 20 ____."

In addition, the shares of Restricted Stock shall be subject to such stop-transfer orders and other restrictive measures as the Company may deem advisable under applicable securities laws, or to implement the terms, conditions or restrictions under this Award Agreement.

Subject to, and following, the vesting of any portion of the shares of Restricted Stock and the removal of any restrictions thereon in accordance with Section 2 of this Award Agreement, the Company will cause the book-entry for such portion of the Restricted Stock to be modified to remove the foregoing legend or, at the Company's discretion, issue a stock certificate without such restrictive legend, in each case only with respect to the vested portion of the shares of Restricted Stock registered on the Company's books and records in the name of the Participant. Following the expiration of the Restriction Period, the Company will cause all restrictions to be removed from the book-entry registrations or, at the Company's discretion, issue a stock certificate without such restrictive legend, for any shares of the Restricted Stock that have vested and with respect to which the restrictions imposed thereon have lapse, in each case only to the extent such action has not previously been taken in accordance with the provisions of this paragraph.

(b) Prohibition on Transfer. During the Restriction Period, the Restricted Stock shall not be transferable other than by will or the laws of descent and distribution or pursuant to a domestic relations order that would satisfy Section 414(p)(1)(A) of the Code if such section applies to the Award evidenced hereby. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of Participant. Any purported assignment, alienation, pledge, attachment, sale, transfer or other encumbrance of the Restricted Stock, regardless of by whom initiated or attempted, prior to the lapse of restrictions shall be void and unenforceable against the Company. If, notwithstanding the foregoing, an assignment, alienation, pledge, attachment, sale, transfer or other encumbrance of the Restricted Stock is effected by operation of law, court order or otherwise, the affected Restricted Stock shall remain subject to the risk of forfeiture, vesting requirement and all other terms and conditions of this Award Agreement. In the case of Participant's death or Disability, Participant's vested rights under this Award Agreement (if any) may be exercised and enforced by Participant's guardian or legal representative.

4. Forfeiture. In the event of the termination of the Participant's employment during the Restriction Period by either the Company or by Participant for any reason whatsoever, including, without limitation, as a result of the Participant's death or Disability, the unvested portion of the Restricted Stock held by Participant at that time shall immediately be forfeited; provided, however, that if the Participant is a party to a Change in Control Agreement and the Participant's employment is terminated under circumstances covered by such Change in Control Agreement, the provisions of the Change in Control Agreement shall control.

5. Ownership Rights/Dividends. Subject to any reservations, conditions or restrictions set forth in this Award Agreement and/or the Plan, upon grant to Participant of the Restricted Stock, Participant shall be the holder of record of the Restricted Stock and shall have all of the rights of a stockholder with respect to such Restricted Stock, including the right to vote such Restricted Stock and the right to receive dividends and other distributions payable with respect to the Restricted Stock; provided, however, that during the Restriction Period, any dividends, cash or stock, that would otherwise be payable or deliverable on any shares of Restricted Stock shall be deferred and shall not be paid or delivered unless and until such share or shares of Restricted Stock become fully vested and the restrictions thereon lapse. In the event of the forfeiture of any shares of the Restricted Stock, the Participant shall have no further rights with respect to such Restricted Stock and shall forfeit any dividends, whether in cash or stock, related to the forfeited shares of Restricted Stock. To the extent the shares of Restricted Stock shall become fully vested and the restrictions thereon shall lapse, all dividends, whether in cash or stock, or other distributions payable with respect to the Restricted Stock, if any, shall be paid or delivered to the Participant without interest within ten (10) days of the date on which the underlying share or shares of Restricted Stock vest and the restrictions thereon lapse. If and to the extent vesting of any share or shares of Restricted Stock occurs by reason of a Change in Control, then notwithstanding the foregoing, the vesting of any accrued dividends on any such shares of Restricted Stock shall be controlled by and separately determined in accordance with the last paragraph of Section 2(b), above. Pending the payment or delivery of any such dividends, the Company's obligation in respect thereof shall constitute an unfunded, unsecured general obligation of the Company.

6. Reorganization of the Company. The existence of this Award Agreement shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Stock or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

7. Changes in Capitalization. In the event that at any time after the Date of Grant there is any subdivision or consolidation of outstanding Stock or declaration of a dividend payable in Stock or capital reorganization or reclassification or other transaction involving an increase or reduction in the number of outstanding shares of Stock, the number of shares of Restricted Stock which have not vested under this Award Agreement, subject to any required action of the stockholders of the Company, shall automatically be proportionately adjusted. In the event of any consolidation or merger of the Company with another corporation or entity or the adoption by the Company of a plan of exchange affecting the Stock or any distribution to holders of Stock of securities or property (other than normal cash dividends or dividends payable in Stock), the number of shares of Restricted Stock which have not vested under this Award Agreement, subject to any required action of the stockholders of the Company, shall automatically be proportionately adjusted, to give proper effect to such events.

8. Certain Restrictions. By executing this Award Agreement, Participant acknowledges that he will make or enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this Award Agreement or the terms of the Plan. The Company may from time to time impose such conditions on the transfer of the Restricted Stock as it deems necessary or advisable to ensure that any transfers of the Restricted Stock will satisfy the applicable requirements of federal and state securities laws. Such conditions may include, without limitation, the partial or complete suspension of the right to transfer the Restricted Stock until the Restricted Stock has been registered under the Securities Act of 1933, as amended.

9. Amendment and Termination. This Award Agreement may not be terminated by the Board of Directors or the Committee at any time without the written consent of Participant. No amendment or termination of the Plan will adversely affect the rights and privileges of Participant under the Award Agreement or to the Restricted Stock granted hereunder without the consent of Participant.

10. No Guarantee of Employment. Neither this Award Agreement nor the award of Restricted Stock evidenced hereby shall confer upon Participant any right with respect to continuance of employment with the Company nor shall it interfere in any way with the right the Company would otherwise have to terminate such Participant's employment at any time.

11. Clawback Policy. Notwithstanding any provisions in the Plan or this Award Agreement to the contrary, this Award Agreement and any shares of Restricted Stock (and dividends accrued thereon) subject to this Award Agreement including, without limitation, shares of Restricted Stock that have vested and with respect to which restrictions imposed thereon have lapsed, and any dividends on such shares that have been paid, shall be subject to potential cancellation, rescission, clawback and recoupment (i) to the extent necessary to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any regulations or listing requirements promulgated thereunder, and/or (ii) as may be required in accordance with the terms of any clawback/recoupment policy as may be adopted by the Company to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any regulations or listing requirements promulgated thereunder.

12. Taxes and Withholdings.

(a) Tax Consequences. The granting, vesting and/or sale of all or any portion of the Restricted Stock may trigger tax liability. Any dividends on Restricted Stock may also trigger tax liability. Participant agrees that he shall be solely responsible for any such tax liability. Participant is encouraged to contact his tax advisor to discuss any tax implications which may arise in connection with the Restricted Stock.

(b) Withholding. Participant acknowledges that the vesting of Restricted Stock granted pursuant to this Award Agreement, the making of an election under Section 83(b) of the Code and the vesting and payment of any accrued dividends may result in federal, state or local tax withholding obligations. Participant understands and acknowledges that the Company will not deliver shares of Stock or make any payment of accrued dividends until it is satisfied that appropriate arrangements have been made to satisfy any tax obligation under this Award Agreement or the Plan and agrees to make appropriate arrangements suitable to the Company for satisfaction of all tax withholding obligations. Further, Participant hereby agrees and grants to the Company the right to withhold from any payments or amounts of compensation, payable in cash or otherwise, in order to meet any tax withholding obligations under this Award Agreement or the Plan. As such, if the Company requests that Participant take any action required to effect any action described in this Section 12 and to satisfy the tax withholding obligation pursuant to this Award Agreement and the Plan, Participant hereby agrees to promptly take any such action.

(c) Section 83(b). Participant shall be permitted, at the Participant's sole discretion, to make an election under Section 83(b) of the Code with regard to the Restricted Stock granted hereunder. Participant understands that any election under Section 83(b) of the Code with regard to the Restricted Stock must be made within thirty (30) days of the Date of Grant and that, in the event of such election, Participant will so notify the Company in writing in accordance with the Plan.

13. No Guarantee of Tax Consequences. The Company, Board of Directors and Committee make no commitment or guarantee to Participant that any federal, state or local tax treatment will apply or be available to any person eligible for benefits under this Award Agreement and assumes no liability whatsoever for the tax consequences to Participant.

14. Severability. In the event that any provision of this Award Agreement is, becomes or is deemed to be illegal, invalid, or unenforceable for any reason, or would disqualify the Plan or this Award Agreement under any law deemed applicable by the Board of Directors or the Committee, such provision shall be construed or deemed amended as necessary to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Board of Directors or the Committee, materially altering the intent of the Plan or this Award Agreement, such provision shall be stricken as to such jurisdiction, the Participant or this Award Agreement, and the remainder of this Award Agreement shall remain in full force and effect.

15. Terms of the Plan Control. This Award Agreement and the underlying Award are made pursuant to the Plan. The terms of the Plan, as amended from time to time and interpreted and applied by the Committee, shall govern and take precedence in the event of any conflict with the terms of this Award Agreement. Notwithstanding the foregoing, if the Participant is a party to a Change in Control Agreement, in the event of any conflict between the terms of this Award Agreement and the Plan, and the terms and provisions of such Change in Control Agreement, the terms of the Change in Control Agreement shall control.

16. Governing Law. This Award Agreement shall be construed in accordance with (excluding any conflict or choice of law provisions of) the laws of the State of Delaware to the extent federal law does not supersede and preempt Delaware law.

17. Consent to Electric Delivery; Electronic Signature. Except as otherwise prohibited by law, in lieu of receiving documents in paper format, Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectuses supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which Participant has access. Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that his electronic signature is the same as, and shall have the same force and effect as, his manual signature.

[signature blanks follow]

Executed: _____.

NEWPARK RESOURCES, INC.

By: _____

Name: _____

Title: _____

Accepted: _____.

PARTICIPANT:

[PARTICIPANT NAME INSERT HERE]

Address:

[PARTICIPANT ADDRESS OF] _____

[RECORD INSERT HERE] _____

EXHIBIT A

Assignment Separate from Certificate

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto Newpark Resources, Inc. a Delaware corporation (the "Company"), _____ (_____) shares of common stock of the Company represented by Certificate No. _____ and does hereby irrevocably constitute and appoint _____, or his designee or successor, as attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: _____, 20 ____ ..

Print Name

Signature

INSTRUCTIONS: PLEASE DO NOT FILL IN ANY BLANKS OTHER THAN THE SIGNATURE LINE. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS "REPURCHASE OPTION" SET FORTH IN THE AWARD AGREEMENT WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF THE PARTICIPANT.