
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): December 1, 2009

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed, on April 20, 2009, the executive management of Newpark Resources, Inc. (the “Company”) voluntarily agreed to a ten percent (10%) reduction in their base salary for the period from May 1, 2009 until December 31, 2009. On December 1, 2009, Messrs. Howes, Braun, Smith, Airola and Cooper voluntarily agreed to extend the ten percent (10%) reduction in their base salary for the period from December 31, 2009 until March 31, 2010 (the “Extended Reduction Period”). Mr. Moss agreed to the Extended Reduction Period on December 7, 2009. The following table sets forth for each officer their base salary prior to the salary reduction (the “Original Base Salary”) and their reduced base salary (the “Reduced Base Salary”).

Executive/Title	Original Base Salary	Reduced Base Salary
Paul L. Howes, President and Chief Executive Officer	\$ 486,000	\$ 437,400
James E. Braun, Vice President and Chief Financial Officer	\$ 298,920	\$ 269,028
Bruce C. Smith, Vice President of Newpark and President of Fluids Systems and Engineering	\$ 337,050	\$ 303,345
Mark J. Airola, Vice President, General Counsel, Chief Administrative Officer and Secretary	\$ 291,040	\$ 261,936
William D. Moss, Vice President, Corporate Strategy and Development, of Newpark	\$ 270,000	\$ 243,000
Samuel L. Cooper, Vice President of Newpark and President of Environmental Services	\$ 210,000	\$ 189,000

In connection with the extension of the temporary salary reduction, each of the executive officers listed above, with the approval of the Compensation Committee of the Company’s Board of Directors (and with respect to Mr. Howes, the independent members of the Board of Directors), entered into substantially similar letter agreements (the “Letter Agreements”) extending the temporary salary decrease as set forth in the previous amendments to their respective employment agreements (the “Amendments”).

The actual base salary paid in 2009 (as reduced) will be used for purposes of determining bonuses payable to the executive management, if any, under the 2003 Executive Incentive Compensation Plan (annual cash bonus plan). Notwithstanding the extension of the temporary reduction in the base salary, for purposes of calculating any severance payment or payments upon a change in control which may become payable during the Extended Reduction Period in accordance with each respective employment agreement or other agreement between the Company and Messrs. Howes, Braun, Smith, Airola, Moss and Cooper, such payments will continue to be based upon the Original Base Salary.

Furthermore, as a result of certain changes in Mr. Moss' position and related responsibilities with the Company (the "Employment Events") resulting from the consolidation of Newpark Mats and Integrated Services with the Company's Environmental Services business as described in the amendment to Mr. Moss' employment agreement dated June 30, 2009 (the "Second Amendment"), Mr. Moss has the right to terminate his employment for Good Reason. The Second Amendment provided that Mr. Moss must exercise his right to terminate his employment for Good Reason as a result of the Employment Events by providing written notice thereof to the Company on or before January 20, 2010. Pursuant to Mr. Moss' Letter Agreement, the Company has agreed to extend Mr. Moss' right to terminate his employment for Good Reason as a result of the Employment Events to March 31, 2010 and his "lump sum payment" will be calculated based upon his \$270,000 Original Base Salary. If Mr. Moss fails to provide timely written notice by March 31, 2010, Mr. Moss will be deemed to have conclusively waived any right he may have under his employment agreement to terminate his employment for Good Reason as a result of the Employment Events.

The foregoing description of the Letter Agreements is qualified in its entirety by reference to the full text of the Letter Agreements, copies of which are attached hereto as exhibits and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and Paul L. Howes.
10.2	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and James E. Braun.
10.3	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and Bruce C. Smith.
10.4	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and Mark J. Airola.
10.5	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and William D. Moss.
10.6	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and Samuel L. Cooper.

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: December 7, 2009

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

Exhibit Index

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10.6	Letter agreement, dated as of November 30, 2009, between Newpark Resources, Inc. and Samuel L. Cooper.

November 30, 2009

Paul L. Howes
Newpark Resources, Inc.
President &
Chief Executive Officer
2700 Research Forest Drive, Suite 100
The Woodlands, TX 77381

Re: Extension of salary reduction

Dear Paul:

This letter sets forth the terms of our agreement relating to the extension of the 10% reduction of your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP as set forth in the Amendment to the Employment Agreement, dated April 20, 2009 (the "Amendment"), between you and Newpark Resources, Inc. ("Company"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Amendment and the Employment Agreement, dated December 31, 2008, between you and the Company (the "Employment Agreement"). The terms of our agreement with regard to the extension are as follows:

1. The 10% reduction to your annualized Base Salary as set forth in the Amendment will continue in effect through March 31, 2010.

2. Beginning April 1, 2010, your annualized Base Salary will be Four Hundred Eighty-Six Thousand Dollars and No Cents (\$486,000.00).

3. Your Base Salary for purposes of calculating payments under the EICP will likewise be adjusted through March 31, 2010 to reflect this 10% reduction in your annualized Base Salary.

4. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.3 of the Employment Agreement, your payment provided for in Section 2.3(b)(i) and the calculation of the "Performance Target" set forth in Section 2.3(b)(ii) will be based upon your \$486,000.00 annualized Base Salary and not on your Base Salary at the time of termination of \$437,400.00.

5. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.7 of the Employment Agreement, your payment provided for in Section 2.7(a)(i) and the calculation of the "Performance Target" set forth in Section 2.7(a)(ii) will be based upon your \$486,000.00 annualized Base Salary and not on your Base Salary at the time of termination of \$437,400.00.

6. This 10% reduction in your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP do not constitute "Good Reason" for termination by you, as defined in Section 2.3, 2.7 and 3.10(b) of the Employment Agreement, or a termination by the Company. Except for the foregoing modifications, the Amendment and the Employment Agreement will remain in full force and effect in accordance with its terms.

Sincerely,

Newpark Resources, Inc.

By: /s/ Mark J. Airola

Name: Mark J. Airola

Title: Vice President, General Counsel and
Chief Administrative Officer

Agreed to and Accepted this 1st day of December, 2009.

/s/ Paul L. Howes

Paul L. Howes

November 30, 2009

James E. Braun
Newpark Resources, Inc.
Vice President &
Chief Financial Officer
2700 Research Forest Drive, Suite 100
The Woodlands, TX 77381

Re: Extension of salary reduction

Dear James:

This letter sets forth the terms of our agreement relating to the extension of the 10% reduction of your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP as set forth in the Amendment to the Employment Agreement, dated April 21, 2009 (the "Amendment"), between you and Newpark Resources, Inc. ("Company"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Amendment, the Employment Agreement, dated September 18, 2006, between you and the Company (the "Employment Agreement") and the Change in Control Agreement, dated January 7, 2008, between you and the Company (the "Change in Control Agreement"). The terms of our agreement with regard to the extension are as follows:

1. The 10% reduction to your annualized Base Salary as set forth in the Amendment will continue in effect through March 31, 2010.

2. Beginning April 1, 2010, your annualized Base Salary will be Two Hundred Ninety-Eight Thousand Nine Hundred Twenty Dollars and No Cents (\$298,920.00).

3. Your Base Salary for purposes of calculating payments under the EICP will likewise be adjusted through March 31, 2010 to reflect this 10% reduction in your annualized Base Salary.

4. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.3 of the Employment Agreement, your "lump sum payment" will be calculated based upon your \$298,920.00 annualized Base Salary and not on your "current annual Base Salary" of \$269,028.00.

5. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.2 of the Change in Control Agreement as a result of a Change in Control (as defined therein) or a Potential Change in Control (as defined therein), your Termination Benefit will be calculated based upon your \$298,920.00 annualized Base Salary and not on your base salary at the time of termination of \$269,028.00.

6. This 10% reduction in your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP do not constitute "Good Reason" for termination by you, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company. Except for the foregoing modifications, the Amendment and the Employment Agreement will remain in full force and effect in accordance with its terms.

Sincerely,

Newpark Resources, Inc.

By: /s/ Paul L. Howes

Name: Paul L. Howes

Title: President and Chief Executive Officer

Agreed to and Accepted this 1st day of December, 2009.

/s/ James E. Braun

James E. Braun

November 30, 2009

Bruce C. Smith
Newpark Resources, Inc.
Vice President
2700 Research Forest Drive, Suite 100
The Woodlands, TX 77381

Re: Extension of salary reduction

Dear Bruce:

This letter sets forth the terms of our agreement relating to the extension of the 10% reduction of your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP as set forth in the Amendment to the Employment Agreement, dated April 23, 2009 (the "Amendment"), between you and Newpark Resources, Inc. ("Company"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Amendment, the Employment Agreement, dated April 20, 2007, between you and the Company (the "Employment Agreement") and the Change in Control Agreement, dated January 7, 2008, between you and the Company (the "Change in Control Agreement"). The terms of our agreement with regard to the extension are as follows:

1. The 10% reduction to your annualized Base Salary as set forth in the Amendment will continue in effect through March 31, 2010.

2. Beginning April 1, 2010, your annualized Base Salary will be Three Hundred Thirty-Seven Thousand Fifty Dollars and No Cents (\$337,050.00).

3. Your Base Salary for purposes of calculating payments under the EICP will likewise be adjusted through March 31, 2010 to reflect this 10% reduction in your annualized Base Salary.

4. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.3 of the Employment Agreement, your "lump sum payment" will be calculated based upon your \$337,050.00 annualized Base Salary and not on your "current annual Base Salary" of \$303,345.00.

5. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.2 of the Change in Control Agreement as a result of a Change in Control (as defined therein) or a Potential Change in Control (as defined therein), your Termination Benefit will be calculated based upon your \$337,050.00 annualized Base Salary and not on your base salary at the time of termination of \$303,345.00.

6. This 10% reduction in your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP do not constitute "Good Reason" for termination by you, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company. Except for the foregoing modifications, the Amendment and the Employment Agreement will remain in full force and effect in accordance with its terms.

Sincerely,

Newpark Resources, Inc.

By: /s/ Paul L. Howes

Name: Paul L. Howes

Title: President and Chief Executive Officer

Agreed to and Accepted this 2nd day of December, 2009.

/s/ Bruce C. Smith

Bruce C. Smith

November 30, 2009

Mark J. Airola
Newpark Resources, Inc.
Vice President, General Counsel &
Chief Administrative Officer and Secretary
2700 Research Forest Drive, Suite 100
The Woodlands, TX 77381

Re: Extension of salary reduction

Dear Mark:

This letter sets forth the terms of our agreement relating to the extension of the 10% reduction of your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP as set forth in the Amendment to the Employment Agreement, dated April 22, 2009 (the "Amendment"), between you and Newpark Resources, Inc. ("Company"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Amendment, the Employment Agreement, dated September 18, 2006, between you and the Company (the "Employment Agreement") and the Change in Control Agreement, dated January 7, 2008, between you and the Company (the "Change in Control Agreement"). The terms of our agreement with regard to the extension are as follows:

1. The 10% reduction to your annualized Base Salary as set forth in the Amendment will continue in effect through March 31, 2010.

2. Beginning April 1, 2010, your annualized Base Salary will be Two Hundred Ninety-One Thousand Forty Dollars and No Cents (\$291,040.00).

3. Your Base Salary for purposes of calculating payments under the EICP will likewise be adjusted through March 31, 2010 to reflect this 10% reduction in your annualized Base Salary.

4. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.3 of the Employment Agreement, your "lump sum payment" will be calculated based upon your \$291,040.00 annualized Base Salary and not on your "current annual Base Salary" of \$261,936.00.

5. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.2 of the Change in Control Agreement as a result of a Change in Control (as defined therein) or a Potential Change in Control (as defined therein), your Termination Benefit will be calculated based upon your \$291,040.00 annualized Base Salary and not on your base salary at the time of termination of \$261,936.00.

6. This 10% reduction in your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP do not constitute "Good Reason" for termination by you, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company. Except for the foregoing modifications, the Amendment and the Employment Agreement will remain in full force and effect in accordance with its terms.

Sincerely,

Newpark Resources, Inc.

By: /s/ Paul L. Howes

Name: Paul L. Howes

Title: President and Chief Executive Officer

Agreed to and Accepted this 1st day of December, 2009

/s/ Mark J. Airola

Mark J. Airola

December 7, 2009

William D. Moss
Newpark Resources, Inc.
Vice President, Corporate Strategy and Development
2700 Research Forest Drive, Suite 100
The Woodlands, TX 77381

Re: Extension of salary reduction and extension of right to terminate employment for "Good Reason"

Dear Bill:

This letter sets forth the terms of our agreement relating to the extension of the 10% reduction of your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP as set forth in the Amendment to the Employment Agreement, dated April 23, 2009 (the "Amendment"), between you and Newpark Resources, Inc. ("Company"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Amendment, the Employment Agreement dated June 2, 2008, between you and the Company (the "Employment Agreement"), the Change in Control Agreement between you and the Company (the "Change in Control Agreement") and the Amendment to your Employment Agreement dated June 30, 2009 ("Second Amendment"). This letter also sets forth the terms of our agreement to extend your right to terminate your Employment Agreement for Good Reason, as described in the Second Amendment. The terms of our agreement with regard to the extensions are as follows:

1. The 10% reduction to your annualized Base Salary as set forth in the Amendment will continue in effect through March 31, 2010.

2. Beginning April 1, 2010, your annualized Base Salary will be Two Hundred Seventy Thousand Dollars and No Cents (\$270,000.00).

3. Your Base Salary for purposes of calculating payments under the EICP will likewise be adjusted through March 31, 2010 to reflect this 10% reduction in your annualized Base Salary.

4. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.3 of the Employment Agreement, your "lump sum payment" will be calculated based upon your \$270,000.00 annualized Base Salary and not on your "current annual Base Salary" of \$243,000.00.

5. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.2 of the Change in Control Agreement as a result of a Change in Control (as defined therein) or a Potential Change in Control (as defined therein), your Termination Benefit will be calculated based upon your \$270,000.00 annualized Base Salary and not on your base salary at the time of termination of \$243,000.00.

6. This 10% reduction in your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP do not constitute Good Reason for termination by you, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

7. Notwithstanding item 6 above, as a result of the Employment Events described in the Second Amendment, you have the right to terminate your Employment Agreement for Good Reason, in which event your "lump sum payment" will be calculated based upon your \$270,000 annualized Base Salary. The Second Amendment provided that you must exercise your right to terminate your employment for Good Reason as a result of such Employment Events by providing written notice thereof to the Company on or before January 20, 2010. Your right to terminate your Employment Agreement for Good Reason as a result of the Employment Events, in accordance with the Second Amendment, is hereby extended to March 31, 2010. If you fail to provide timely written notice by March 31, 2010, you will be deemed to have conclusively waived any right you may have under the Employment Agreement to terminate your employment for Good Reason as a result of the Employment Events described in the Second Amendment.

8. Except for the foregoing modifications, the Employment Agreement, the Amendment and the Second Amendment will remain in full force and effect in accordance with their terms.

Sincerely,

Newpark Resources, Inc.

By: /s/ Mark J. Aiola on behalf of Paul L. Howes

Name: Paul L. Howes

Title: President and Chief Executive Officer

Agreed to and Accepted this 7th day of December, 2009

/s/ William D. Moss

William D. Moss

November 30, 2009

Sammy Cooper
Newpark Resources, Inc.
Vice President and President, Newpark
Environmental Services and Newpark Mats and Integrated Services
2700 Research Forest Drive, Suite 100
The Woodlands, TX 77381

Re: Extension of salary reduction

Dear Sammy:

This letter sets forth the terms of our agreement relating to the extension of the 10% reduction of your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP as set forth in the Amendment to the Employment Agreement, dated April 22, 2009 (the "Amendment"), between you and Newpark Resources, Inc. ("Company"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Amendment, the Employment Agreement, dated November 1, 2006, between you and the Company (the "Employment Agreement") and the Change in Control Agreement, dated July 17, 2009, between you and the Company (the "Change in Control Agreement"). The terms of our agreement with regard to the extension are as follows:

1. The 10% reduction to your annualized Base Salary as set forth in the Amendment will continue in effect through March 31, 2010.

2. Beginning April 1, 2010, your annualized Base Salary will be Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00).

3. Your Base Salary for purposes of calculating payments under the EICP will likewise be adjusted through March 31, 2010 to reflect this 10% reduction in your annualized Base Salary.

4. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.3 of the Employment Agreement, your "lump sum payment" will be calculated based upon your \$210,000.00 annualized Base Salary and not on your "current annual Base Salary" of \$189,000.00.

5. If your employment is terminated prior to March 31, 2010 pursuant to Section 2.2 of the Change in Control Agreement as a result of a Change in Control (as defined therein) or a Potential Change in Control (as defined therein), your Termination Benefit will be calculated based upon your \$210,000.00 annualized Base Salary and not on your base salary at the time of termination of \$189,000.00.

6. This 10% reduction in your annualized Base Salary and the corresponding adjustment to your incentive compensation under the EICP do not constitute "Good Reason" for termination by you, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company. Except for the foregoing modifications, the Amendment and the Employment Agreement will remain in full force and effect in accordance with its terms.

Sincerely,

Newpark Resources, Inc.

By: /s/ Paul L. Howes

Name: Paul L. Howes

Title: President and Chief Executive Officer

Agreed to and Accepted this 1st day of December, 2009.

/s/ Samuel Cooper

Samuel Cooper