



**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensating Arrangements of Certain Officers.**

On February 16, 2016, 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 March 1, 2016 until December 31, 2016 (the “Temporary Reduction Period”). Included in the group of people undertaking the salary reduction are the individuals identified as the Company’s named executive officers in the Company’s 2015 proxy statement. The following table sets forth, for each officer, their existing base salary (the “Existing Base Salary”) and their reduced base salary (the “Reduced Base Salary”).

<b>Executive/Title</b>	<b>Existing Base Salary</b>	<b>Reduced Base Salary</b>
Paul L. Howes, President and Chief Executive Officer	\$750,000	\$675,000
Gregg S. Piontek, Vice President and Chief Financial Officer	\$368,500	\$331,650
Bruce C. Smith, Executive Vice President and President of Fluids Systems	\$416,000	\$374,400
Mark J. Airola, Senior Vice President, General Counsel, Chief Administrative Officer and Secretary	\$385,000	\$346,500
Jeffery L. Juergens, Vice President and President of Mats and Integrated Services	\$360,000	\$324,000

In connection with 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 amendments to their respective employment agreements (the “Amendments”) to reflect the temporary salary decrease.

The actual salary paid in 2016 (as reduced pursuant the Amendments) will be used for purposes of determining bonuses payable to the executive management, if any, under the 2010 Annual Cash Incentive Plan. Notwithstanding 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 Temporary Reduction Period in accordance with each respective employment agreements or other agreements between the Company and Messrs. Howes, Piontek, Smith, Airola, and Juergens, such payments will continue to be based upon the Existing Base Salary. Except as modified by the respective Amendments, the employment agreements otherwise remain in effect.

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

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	Amendment to Amended and Restated Employment Agreement dated as of February 16, 2016, between Newpark Resources, Inc. and Paul L. Howes.
10.2	Amendment to Employment Agreement dated as of February 16, 2016 between Newpark Resources, Inc. and Gregg S. Piontek.
10.3	Amendment to Employment Agreement dated February 16, 2016 between Newpark Resources, Inc. and Bruce C. Smith.
10.4	Amendment to Employment Agreement dated February 16, 2016 between Newpark Resources, Inc. and Mark J. Airola.
10.5	Amendment to Employment Agreement dated February 16, 2016 between Newpark Resources, Inc. and Jeffery L. Juergens.

**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.**

Date: February 17, 2016

By: /s/ Gregg S. Piontek

Gregg S. Piontek  
Vice President and  
Chief Financial Officer

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## EXHIBIT INDEX

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10.2	Amendment to Employment Agreement dated as of February 16, 2016 between Newpark Resources, Inc. and Gregg S. Piontek.
10.3	Amendment to Employment Agreement dated February 16, 2016 between Newpark Resources, Inc. and Bruce C. Smith.
10.4	Amendment to Employment Agreement dated February 16, 2016 between Newpark Resources, Inc. and Mark J. Airola.
10.5	Amendment to Employment Agreement dated February 16, 2016 between Newpark Resources, Inc. and Jeffery L. Juergens.

**Amendment to Amended and Restated Employment Agreement Between  
Paul L. Howes and Newpark Resources, Inc.**

This Amendment to Amended and Restated Employment Agreement is entered into between Paul L. Howes (“Executive”) and Newpark Resources, Inc. (“Company”) and amends that certain Amended and Restated Employment Agreement dated effective December 31, 2008 (“Employment Agreement”), as previously amended, between the Company and the Executive.

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) established pursuant to Section 1.2(a) of Executive’s Employment Agreement will be reduced by ten percent (10%) to Six Hundred Seventy-Five Thousand Dollars and No Cents (\$675,000.00). This 10% reduction to Executive’s annualized Base Salary will take effect on March 1, 2016, and will continue in effect through December 31, 2016. Beginning on January 1, 2017, Executive’s annualized Base Salary will be Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00).

Executive’s Base Salary for purposes of calculating incentive compensation payments currently provided under the 2010 Annual Cash Incentive Plan (“ACIP”) as contemplated by Section 1.2(b) of the Employment Agreement will likewise be adjusted for the period March 1, 2016 through December 31, 2016 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP do not constitute “Good Reason” for any purpose under the Employment Agreement including, without limitation, Section 2.1 and Section 2.3 of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated at any time between March 1, 2016 and December 31, 2016 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s 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 Executive’s \$750,000.00 annualized Base Salary and not on Executive’s Base Salary at the time of termination of \$675,000.00.

Executive and the Company agree that if Executive’s employment is terminated at any time between March 1, 2016 and December 31, 2016 pursuant to Section 2.7 of Executive’s Employment Agreement, Executive’s 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 Executive’s \$750,000.00 annualized Base Salary and not on Executive’s Base Salary at the time of termination of \$675,000.00.

All other terms and provisions in the Employment Agreement remain unchanged and in full force and effect.

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**Amendment to Amended and Restated Employment Agreement Between  
Paul L. Howes and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 16<sup>th</sup> day of February, 2016.

/s/ Paul L. Howes

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Paul L. Howes (Executive)

/s/ David Anderson

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David Anderson

Board Chairman

Newpark Resources, Inc.

**Amendment to Employment Agreement between  
Gregg Piontek and Newpark Resources, Inc.**

This Amendment to Employment Agreement is entered into between Gregg Piontek (“Executive”) and Newpark Resources, Inc. (“Company”) and amends that certain Employment Agreement dated effective October 18, 2011 (“Employment Agreement”), as previously amended, between the Company and the Executive.

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Three Hundred Sixty-Eight Thousand Five Hundred Dollars and No Cents (\$368,500.00) established pursuant to Section 1.2(a) of Executive’s Employment Agreement will be reduced by ten percent (10%) to Three Hundred Thirty-One Thousand Six Hundred Fifty Dollars and No Cents (\$331,650.00). This 10% reduction to Executive’s annualized Base Salary will take effect on March 1, 2016, and will continue in effect until the expiration of the Initial Term (as defined in the Employment Agreement), or, if the Employment Agreement is renewed, through December 31, 2016. Beginning on January 1, 2017, Executive’s annualized Base Salary will be Three Hundred Sixty-Eight Thousand Five Hundred Dollars and No Cents (\$368,500.00).

Executive’s Base Salary for purposes of calculating incentive compensation payments currently provided under the 2010 Annual Cash Incentive Plan (“ACIP”) contemplated by Section 1.2(b) of the Employment Agreement will likewise be adjusted for the period March 1, 2016 through December 31, 2016 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary is being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP do not constitute “Good Reason” for any purpose under the Employment Agreement including, without limitation, Section 2.1 and Section 2.3 of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s “lump sum payment” provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive’s \$368,500.00 annualized Base Salary and not on Executive’s “current annual Base Salary” of \$331,650.00.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.2 of Executive’s Change in Control Agreement with the Company dated January 7, 2008 as a result of a Change in Control (as defined in Executive’s Change in Control Agreement) or a Potential Change in Control (as defined in Executive’s Change in Control Agreement), Executive’s Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive’s \$368,500.00 annualized Base Salary and not on Executive’s base salary at the time of termination of \$331,650.00.

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**Amendment to Employment Agreement between  
Gregg Piontek and Newpark Resources, Inc.**

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

AGREED and ACCEPTED on this 16<sup>th</sup> day of February, 2016.

/s/ Gregg Piontek

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Gregg Piontek (Executive)

/s/ Paul L. Howes

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Paul L. Howes  
President & CEO  
Newpark Resources, Inc.



**Amendment to Employment Agreement between  
Bruce Smith and Newpark Resources, Inc.**

This Amendment to Employment Agreement is entered into between Bruce Smith (“Executive”) and Newpark Resources, Inc. (“Company”) and amends that certain Employment Agreement dated effective April 20, 2007 (“Employment Agreement”), as previously amended between the Company and the Executive.

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00) established pursuant to Section 1.2(a) of Executive’s Employment Agreement will be reduced by ten percent (10%) to Three Hundred Seventy-Four Thousand Four Hundred Dollars and No Cents (\$374,400.00). This 10% reduction to Executive’s annualized Base Salary will take effect on March 1, 2016, and will continue in effect through December 31, 2016. Beginning on January 1, 2017, Executive’s annualized Base Salary will be Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00).

Executive’s Base Salary for purposes of calculating incentive compensation payments currently provided under the 2010 Annual Cash Incentive Plan (“ACIP”) as contemplated by Section 1.2(b) of the Employment Agreement will likewise be adjusted for the period March 1, 2016 through December 31, 2016 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP do not constitute “Good Reason” for any purpose under the Employment Agreement including, without limitation, Section 2.1 and Section 2.3 for termination by Executive, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s “lump sum payment” provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive’s \$416,000.00 annualized Base Salary and not on Executive’s “current annual Base Salary” of \$374,400.00.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.2 of Executive’s Change in Control Agreement with the Company dated January 7, 2008 as a result of a Change in Control (as defined in Executive’s Change in Control Agreement) or a Potential Change in Control (as defined in Executive’s Change in Control Agreement), Executive’s Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive’s \$416,000.00 annualized Base Salary and not on Executive’s base salary at the time of termination of \$374,400.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

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**Amendment to Employment Agreement between  
Bruce Smith and Newport Resources, Inc.**

AGREED and ACCEPTED on this 16<sup>th</sup> day of February, 2016.

/s/ Bruce Smith  
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Bruce Smith (Executive)

/s/ Paul L. Howes  
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Paul L. Howes  
President & CEO  
Newport Resources, Inc.

**Amendment to Employment Agreement between  
Mark Airola and Newpark Resources, Inc.**

This Amendment to Employment Agreement is entered into between Mark Airola (“Executive”) and Newpark Resources, Inc. (“Company”) and amends that certain Employment Agreement dated effective September 18, 2006 (“Employment Agreement”), as previously amended, between the Company and the Executive.

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Three Hundred Eighty-Five Thousand Dollars and No Cents (\$385,000.00) established pursuant to Section 1.2(a) of Executive’s Employment Agreement, will be reduced by ten percent (10%) to Three Hundred Forty-Six Thousand Five Hundred Dollars and No Cents (\$346,500.00). This 10% reduction to Executive’s annualized Base Salary will take effect on March 1, 2016, and will continue in effect until the expiration of the Initial Term (as defined in the Employment Agreement), or, if the Employment Agreement is renewed, through December 31, 2016. Beginning on January 1, 2017, Executive’s annualized Base Salary will be Three Hundred Eighty-Five Thousand Dollars and No Cents (\$385,000.00).

Executive’s Base Salary for purposes of calculating incentive compensation payments currently provided under the 2010 Annual Cash Incentive Plan (“ACIP”) as contemplated by Section 1.2(c) of the Employment Agreement will likewise be adjusted for the period March 1, 2016 through December 31, 2016 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary is being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP do not constitute “Good Reason” for any purpose under the Employment Agreement including, without limitation, Section 2.1 and Section 2.3 of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s “lump sum payment” provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive’s \$385,000.00 annualized Base Salary and not on Executive’s “current annual Base Salary” of \$346,500.00.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.2 of Executive’s Change in Control Agreement with the Company dated January 7, 2008 as a result of a Change in Control (as defined in Executive’s Change in Control Agreement) or a Potential Change in Control (as defined in Executive’s Change in Control Agreement), Executive’s Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive’s \$385,000.00 annualized Base Salary and not on Executive’s base salary at the time of termination of \$346,500.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

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**Amendment to Employment Agreement between  
Mark Airola and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 16th day of February, 2016.

/s/ Mark Airola

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Mark Airola (Executive)

/s/ Paul L. Howes

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Paul L. Howes

President & CEO

Newpark Resources, Inc.

**Amendment to Employment Agreement between  
Jeffery Juergens and Newpark Resources, Inc.**

This Amendment to Employment Agreement is entered into between Jeffery Juergens (“Executive”) and Newpark Resources, Inc. (“Company”) and amends that certain Employment Agreement dated effective October 15, 2010 (“Employment Agreement”), as previously amended, between the Company and the Executive.

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Three Hundred Sixty Thousand Dollars and No Cents (\$360,000.00) established pursuant to Section 1.2(a) of Executive’s Employment Agreement, will be reduced by ten percent (10%) to Three Hundred Twenty-Four Thousand Hundred Dollars and No Cents (\$324,000.00). This 10% reduction to Executive’s annualized Base Salary will take effect on March 1, 2016, and will continue in effect until the expiration of the Initial Term (as defined in the Employment Agreement), or, if the Employment Agreement is renewed, through December 31, 2016. Beginning on January 1, 2017, Executive’s annualized Base Salary will be Three Hundred Sixty Thousand Dollars and No Cents (\$360,000.00).

Executive’s Base Salary for purposes of calculating incentive compensation payments currently provided under the 2010 Annual Cash Incentive Plan (“ACIP”) as contemplated by Section 1.2(b) of the Employment Agreement will likewise be adjusted for the period March 1, 2016 through December 31, 2016 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary is being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the ACIP do not constitute “Good Reason” for any purpose under the Employment Agreement including, without limitation, Section 2.1 and 2.3 of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s “lump sum payment” provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive’s \$360,000.00 annualized Base Salary and not on Executive’s “current annual Base Salary” of \$324,000.00.

Executive and the Company agree that if Executive’s employment is terminated between March 1, 2016 and December 31, 2016 pursuant to Section 2.2 of Executive’s Change in Control Agreement with the Company dated October 15, 2010 as a result of a Change in Control (as defined in Executive’s Change in Control Agreement) or a Potential Change in Control (as defined in Executive’s Change in Control Agreement), Executive’s Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive’s \$360,000.00 annualized Base Salary and not on Executive’s base salary at the time of termination of \$324,000.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

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**Amendment to Employment Agreement between  
Jeffery Juergens and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 16<sup>th</sup> day of February, 2016.

/s/ Jeffery Juergens

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Jeffery Juergens (Executive)

/s/ Paul L. Howes

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Paul L. Howes

President & CEO

Newpark Resources, Inc.