

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): April 15, 2020

STEEL PARTNERS HOLDINGS L.P.

(Exact name of registrant as specified in its charter)

|                                                    |                             |                                      |
|----------------------------------------------------|-----------------------------|--------------------------------------|
| Delaware                                           | 001-35493                   | 13-3727655                           |
| (State or other jurisdiction<br>of incorporation)  | (Commission<br>File Number) | (IRS Employer<br>Identification No.) |
| 590 Madison Avenue, 32nd Floor, New York, New York |                             | 10022                                |
| (Address of principal executive offices)           |                             | (Zip Code)                           |

Registrant's telephone number, including area code: (212) 520-2300

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

| Title of each class           | Trading Symbols | Name of each exchange on which registered |
|-------------------------------|-----------------|-------------------------------------------|
| Common Units, \$0 par         | SPLP            | New York Stock Exchange                   |
| 6.0% Series A Preferred Units | SPLP-PRA        | New York Stock Exchange                   |

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

Emerging growth company

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

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

In light of the ongoing COVID-19 pandemic, members of Steel Partners Holdings L.P.'s (the "Company") leadership team, including executive officers Douglas B. Woodworth, Chief Financial Officer, and Gordon A. Walker, Senior Vice President, agreed to temporarily reduce their base salaries by 30%.

As previously disclosed, Mr. Woodworth and Steel Services Ltd., a subsidiary of the Company ("Steel Services") entered into an Employment Agreement dated as of March 12, 2019 (the "Employment Agreement"). In connection with such salary reduction, Mr. Woodworth and Steel Services entered into the First Amendment to the Employment Agreement (the "First Amendment") on April 15, 2020. Pursuant to the First Amendment, Mr. Woodworth agreed to his salary reduction and waived any rights he may have in connection thereto. In addition, the First Amendment provides that, in the event the Company does not fully rescind Mr. Woodworth's salary reduction on or before July 1, 2020, Mr. Woodworth is entitled to claim that such salary reduction constitutes "Good Reason" under the Employment Agreement and may terminate the Employment Agreement and be entitled to the severance set forth therein. All other terms of the Employment Agreement remained unchanged.

The foregoing description of the First Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the First Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On April 15, 2020, the Company issued a press release announcing business and financial updates in response to the impact of the COVID-19 pandemic. A copy of the press release is being furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of such section. The information in this Current Report, including the exhibit, shall not be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any incorporation by reference language in any such filing, unless the Company expressly sets forth in such future filing that such information is to be considered "filed" or incorporated by reference therein.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

| <u>Exhibit No.</u>          | <u>Exhibits</u>                                                                                                                                      |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#"><u>10.1</u></a> | <a href="#"><u>First Amendment to Employment Agreement, effective as of April 15, 2020, between Douglas B. Woodworth and Steel Services Ltd.</u></a> |
| <a href="#"><u>99.1</u></a> | <a href="#"><u>Press Release Dated April 15, 2020</u></a>                                                                                            |

**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.

April 15, 2020

STEEL PARTNERS HOLDINGS L.P.

By: Steel Partners Holdings GP Inc.  
Its General Partner

By: /s/ Douglas B. Woodworth  
Douglas B. Woodworth  
Chief Financial Officer

**Exhibits**

Exhibit No.

Exhibits

[First Amendment to Employment Agreement, effective as of April 15, 2020, between Douglas B. Woodworth and Steel Services Ltd.](#)

[10.1](#)

[Press Release Dated April 15, 2020](#)

[99.1](#)

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement is dated April 15, 2020 (the "Effective Date") and is between Douglas B. Woodworth ("Executive") and Steel Services Ltd. (the "Company").

Reference is made to the March 12, 2019 Employment Agreement between Executive and the Company (the "Agreement"). The purpose of this First Amendment is to amend the Agreement to provide for a Base Salary Reduction (defined below). Defined terms used in this First Amendment and not defined shall be as defined in the Agreement.

1. **Base Salary Reduction.** The Company shall reduce Executive's Base Salary to \$316,050 effective April 16, 2020 (the "Base Salary Reduction"). Subject to Section 2 below, Executive acknowledges and agrees that: (a) the Base Salary Reduction is not a salary deferral; (b) the Base Salary Reduction shall not constitute "Good Reason" under the Agreement with respect to a material decrease in Base Salary; (c) Executive waives any and all rights to terminate his employment for "Good Reason" pursuant to Section 5(a) of the Agreement relating to the Base Salary Reduction; and (d) Executive waives all claims against the Company relating to the Base Salary Reduction.
2. **Failure to Rescind Base Salary Reduction.** Notwithstanding anything herein to the contrary, in the event the Company does not fully rescind the Base Salary Reduction on or before July 1, 2020: (a) Executive shall be entitled to claim that the Base Salary Reduction does constitute "Good Reason" under the Agreement with respect to a material decrease in Base Salary; (b) Executive shall be entitled to terminate his employment for "Good Reason" pursuant to Section 5(a) of the Agreement; and (c) any and all of Executive's potential claims against the Company relating to the Base Salary Reduction that Executive waived pursuant to Section 1(d) above shall be revived.
3. **Calculation of Executive's Severance Payment.** In the event after April 16, 2020, Executive becomes eligible for a Severance Payment because Executive's employment with the Company is terminated pursuant to Section 5(a) of the Agreement, the Company shall calculate Executive's Base Salary for the Severance Payment on the basis of the greater of: (i) Executive's Base Salary on the date of the termination of Executive's employment with the Company or (ii) Executive's Base Salary **immediately prior to Effective Date.**
4. **Headings.** The headings of the sections contained in this First Amendment are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this First Amendment or the Agreement.
5. **Counterparts.** This First Amendment may be executed in counterparts, and such counterparts shall be considered as part of one agreement. A signed copy of this First Amendment delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this First Amendment.
6. **Miscellaneous Provisions.** Executive and the Company acknowledge and agree that: (i) except as modified by this First Amendment, the Agreement and all terms and conditions thereof shall remain in full force and effect; (ii) the covenants, agreements, terms and conditions contained in this First Amendment shall bind and inure to the benefit of the parties hereto and, except as may otherwise be provided in the Agreement, as hereby modified and supplemented, their respective legal successors and assigns; and (iii) this First Amendment may not be changed orally but only by a writing signed by both parties.

**“COMPANY”**

STEEL SERVICES LTD.

By: /s/ Pete Marciniak

Title: Senior Vice President Human Resources

**“EXECUTIVE”**

/s/ Douglas B. Woodworth

Douglas B. Woodworth

**STEEL PARTNERS HOLDINGS PROVIDES COVID-19 UPDATE**

NEW YORK, April 15, 2020 -- Steel Partners Holdings L.P. (NYSE: SPLP) ("SPLP" or the "Company") today announced additional measures focused on employee health and safety and cash management.

The Company has continued to aggressively manage the business to mitigate the effects of the COVID-19 pandemic on both the operations and financial results. At this time, all of the Company's significant operations continue to maintain critical infrastructure designations. Additional health and safety precautions are being taken to protect employees, including increased sanitation measures, distancing, and health monitoring. The Company has also created a COVID-19 Task Force to share best practices, create risk mitigation plans, and resource guides to safeguard our employees.

Given the unpredictability of the current global economy, the Company has continued to take action to reduce fixed costs and conserve cash. The Company implemented salary reductions of up to 30% for salaried employees, furloughs, force reductions, bonus payment deferrals, and 401(k) match suspension. The Company is also freezing all discretionary spend and aggressively managing working capital. These actions are in addition to the previously announced hiring and salary freezes, board fee deferral, and management fee deferral that were implemented in March 2020. The Company has also continued to divest non-core assets, including excess real estate, and explore strategic alternatives for some of our businesses.

"In the face of uncertainty, we are exercising the utmost prudence and caution to ensure the long-term success of the Company," said Executive Chairman Warren Lichtenstein.

**About Steel Partners Holdings L.P.**

Steel Partners Holdings L.P. ([www.steelpartners.com](http://www.steelpartners.com)) is a diversified global holding company that owns and operates businesses and has significant interests in various companies, including diversified industrial products, energy, defense, supply chain management and logistics, direct marketing, banking and youth sports.

**Forward-Looking Statements**

This press release contains certain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that reflect SPLP's current expectations and projections about its future results, performance, prospects, and opportunities. SPLP has tried to identify these forward-looking statements by using words such as "may," "should," "expect," "hope," "anticipate," "believe," "intend," "plan," "estimate," and similar expressions. These forward-looking statements are based on information currently available to the Company and are subject to risks, uncertainties, and other factors that could cause its actual results, performance, prospects or opportunities in 2020 and beyond to differ materially from those expressed in, or implied by, these forward-looking statements. These factors include, without limitation, the impact of COVID-19 on business activity generally and on the Company's operations including whether facilities considered to be essential retain that designation, our need for additional financing and the terms and conditions of any financing that is consummated, customers' acceptance of our new and existing products, our ability to deploy our capital in a manner that maximizes unitholder value, the ability to identify suitable acquisition candidates or investment opportunities for our core businesses, the inability to realize the benefits of net operating losses of our affiliates and subsidiaries, the ability to consolidate and manage our newly acquired businesses, fluctuations in demand for our products and services, general economic conditions, public health crises (such as the ongoing coronavirus outbreak), the possible volatility our common or preferred unit price, the potential fluctuation in our operating results and other risks detailed from time to time in filings we make with the Securities and Exchange Commission (the "SEC"). Although SPLP believes that the expectations reflected in these forward-looking statements are reasonable and achievable, such statements involve significant risks and uncertainties, and no assurance can be given that the actual results will be consistent with these forward-looking statements. Investors should read carefully the factors described in the "Risk Factors" section of the Company's filings with the SEC, including the Company's Form 10-K for the year ended December 31, 2019, for information regarding risk factors that could affect the Company's results. Except as otherwise required by federal securities laws, SPLP undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changed circumstances or any other reason.

**Investor Contact**

Steel Partners Holdings L.P.  
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