

JOHNSON CONTROLS INC  
Form 8-K  
February 18, 2011

**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): February 17, 2011  
JOHNSON CONTROLS, INC.  
(Exact name of registrant as specified in its charter)**

Wisconsin

1-5097

39-0380010

(State or other jurisdiction of  
incorporation)

(Commission File Number)

(IRS Employer  
Identification No.)

5757 North Green Bay Avenue  
Milwaukee, WI

53209

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (414) 524-1200

Not Applicable

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On February 17, 2011, Johnson Controls, Inc. (the Company) entered into a Credit Agreement (the Credit Agreement), among the Company, the financial institutions parties thereto and JPMorgan Chase Bank, N.A., as administrative agent. The Credit Agreement replaced the Company's existing \$2 billion revolving credit facility. The Company intends to use the new revolving credit facility for general corporate purposes.

The Credit Agreement provides for a revolving credit facility that matures on February 17, 2015. The initial maximum aggregate amount of availability under the revolving credit facility is \$2.5 billion, of which no amounts were drawn as of February 17, 2011. Availability under the revolving credit facility is reduced by outstanding letters of credit, which were approximately \$18 million as of February 17, 2011. The Company may increase the maximum aggregate amount of availability under the revolving credit facility to up to \$500 million if certain conditions are satisfied, including the absence of any default or event of default under the Credit Agreement and the Company obtaining the consent of the lenders participating in the increase.

Borrowings under the Credit Agreement generally bear interest at a variable rate equal to (i) LIBOR plus a specified margin, which will be adjusted based on the Company's senior unsecured long-term debt rating in effect from time to time, or (ii) the base rate (which is the highest of (a) the administrative agent's prime rate, (b) the federal funds rate plus 0.50% or (c) the sum of 1% plus one-month LIBOR) plus a specified margin, which will be adjusted based on the Company's senior unsecured long-term debt rating in effect from time to time. The Company must also pay (1) a facility fee ranging from 10.0 to 30.0 basis points per annum (based on the Company's senior unsecured long-term debt rating in effect from time to time) on the amount of each lender's commitment and (2) a letter of credit fee on all outstanding letters of credit at a variable rate generally equal to LIBOR plus a specified margin, which will be adjusted based on the Company's senior unsecured long-term debt rating in effect from time to time.

All borrowings under the Credit Agreement are unsecured. However, the Company will unconditionally guarantee the obligations of its wholly-owned consolidated subsidiaries that from time to time become borrowers under the Credit Agreement.

The Credit Agreement contains various restrictions and covenants applicable to the Company and, with certain exceptions, its subsidiaries. Among other requirements, the Company must maintain consolidated shareholders' equity of at least \$3.5 billion.

The Credit Agreement also contains customary events of default. If an event of default under the Credit Agreement occurs and is continuing, then the administrative agent may declare any outstanding obligations under the Credit Agreement to be immediately due and payable. In addition, if the Company or any of its significant subsidiaries becomes the subject of voluntary or involuntary proceedings under any bankruptcy, insolvency or similar law, then any outstanding obligations under the Credit Agreement will automatically become immediately due and payable.

The foregoing description of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Credit Agreement filed herewith as Exhibit 4.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits. The following exhibit is being filed herewith:

(4.1) Credit Agreement, dated as of February 17, 2011, among Johnson Controls, Inc. and the financial institutions parties thereto.

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.

JOHNSON CONTROLS, INC.

By: */s/ Frank A. Voltolina*

Frank A. Voltolina

Vice President and Corporate Treasurer

Date: February 18, 2011

Exhibit No. Description

(4.1) Credit Agreement, dated as of February 17, 2011, among Johnson Controls, Inc. and the financial institutions parties thereto.

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