

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 22, 2021

Bentley Systems, Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39548

(Commission File Number)

95-3936623

(IRS Employer Identification No.)

685 Stockton Drive

Exton, PA

(Address of principal executive offices)

19341

(Zip Code)

Registrant's telephone number, including area code: **(610) 458-5000**

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))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class B common stock, par value \$0.01 per share	BSY	The Nasdaq Stock Market LLC

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 1.01 Entry into a Material Definitive Agreement.

On June 22, 2021, the Company entered into a third amendment (the “Third Amendment”) to the Amended and Restated Credit Agreement, dated as of December 19, 2017, by and among Bentley Systems, PNC Bank National Association, as administrative agent, and the lenders party thereto (the “Credit Facility”). The Third Amendment amends the Credit Facility to permit the issuance and sale of the Notes (as defined below) and the capped call transactions described in the offering memorandum related to the Notes Offering (as defined below). The foregoing description of the Third Amendment is qualified in its entirety by the full text of the Third Amendment, which is filed herewith as Exhibit 10.1 and is incorporated into this Item 1.01 by reference.

Item 8.01 Other Events.

On June 22, 2021, Bentley Systems, Incorporated (the “Company”) issued a press release announcing that the Company plans to commence, subject to market conditions and other factors, a private offering (the “Notes Offering”) of \$500 million aggregate principal amount of convertible senior notes due 2027 (the “Notes”) to persons reasonably believed to be qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933 (the “Securities Act”). The Company also expects to grant the initial purchasers of the Notes a 13-day option to purchase up to an additional \$75 million aggregate principal amount of Notes. The Company intends to use the net proceeds from the Notes Offering to repay existing indebtedness and to pay the cost of anticipated capped call transactions related to the Notes Offering. A copy of the press release is being furnished as Exhibit 99.1 to this Report and is incorporated herein by reference.

As of March 31, 2021, after giving effect to the payment of the cash consideration for the acquisition of Seequent Holdings Limited and the Notes Offering and the use of proceeds therefrom (assuming no exercise of the initial purchasers’ option to purchase additional Notes): (i) the Company would have had \$102 million of secured indebtedness, excluding \$0.2 million in outstanding letters of credit, under its Credit Facility with an additional \$748 million of availability thereunder and (ii) approximately \$240 million of cash and cash equivalents (which cash amount does not reflect the intended usage of cash to pay the cost of entering into the capped call transactions).

The information included in this Current Report on Form 8-K is neither an offer to sell nor a solicitation of an offer to buy any securities.

This Current Report on Form 8-K contains forward-looking statements. Forward-looking statements include all statements that are not historical facts. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements. These forward-looking statements include statements relating to, among other things, risks and uncertainties related to market conditions, risks that the Notes Offering will not be consummated on the terms or in the amounts contemplated or otherwise, the intended use of proceeds from the Notes Offering, and the satisfaction of customary closing conditions related to the Notes Offering. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described under the “Risk Factors” section of the Company’s Annual Report on Form 10-K for the year ended December 31, 2020. Except as required by law, the Company has no obligation to update any of these forward-looking statements to conform these statements to actual results or revised expectations.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Third Amendment, dated as of June 22, 2021, to the Amended and Restated Credit Agreement dated as of December 19, 2017, by and among the Company, PNC Bank National Association, as administrative agent, and the lenders party thereto
99.1	Bentley Systems, Incorporated Press Release dated June 22, 2021

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed by the undersigned hereunto duly authorized.

Date: June 22, 2021

Bentley Systems, Incorporated

By: /s/ David R. Shaman

Name: David R. Shaman

Title: Chief Legal Officer and Corporate Secretary

**THIRD AMENDMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of June 22, 2021, by and among (i) BENTLEY SYSTEMS, INCORPORATED (the "Borrower"), (ii) BENTLEY SOFTWARE, INC., BENTLEY SYSTEMS INTERNATIONAL HOLDINGS, INC., DIGITAL WATER WORKS, INC., CITILABS, INC., COHESIVE SOLUTIONS, LLC, ONTRACKS ENTERPRISES, INC. and SENSEMETRICS, INC. (collectively, the "Subsidiary Loan Parties"; together with the Borrower, collectively, the "Loan Parties"), (iii) the Lenders party hereto and (vi) PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Amended Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Borrower, the Lenders party thereto (collectively, the "Lenders") and the Administrative Agent are parties to an Amended and Restated Credit Agreement, dated as of December 19, 2017 (as heretofore amended, supplemented, or otherwise modified, the "Existing Credit Agreement"; the Existing Credit Agreement, as amended, supplemented or otherwise modified by this Third Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Amended Credit Agreement");

WHEREAS, the Loan Parties have requested that the Lenders increase the aggregate amount of Approved Convertible Debt from \$600,000,000 to \$1,100,000,000; and

WHEREAS, the Administrative Agent and the Required Lenders have agreed to the above request on and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Credit Agreement Amendment.** Effective upon the Third Amendment Effective Date (as defined below), the definition of the term "Approved Convertible Debt" in Section 1.1 of the Existing Credit Agreement shall be amended by deleting the amount "Six Hundred Million Dollars (\$600,000,000)" the one time it appears therein and inserting in lieu thereof the amount "One Billion One Hundred Million Dollars (\$1,100,000,000)".

2. **Representations and Warranties.** In order to induce the Lenders and the Administrative Agent to enter into this Amendment and to amend the Existing Credit Agreement in the manner provided herein, each Loan Party hereby represents and warrants to each Lender and the Administrative Agent that the following statements are true and correct:

(a) There exists no Default or Event of Default under (i) the Existing Credit Agreement immediately before giving effect to this Amendment or (ii) the Amended Credit Agreement immediately after giving effect to this Amendment;

(b) Immediately before and after giving effect to this Amendment, the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct (i) in the case of representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the date hereof, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct in the case of such representation and warranty qualified by materiality, in all respects, and otherwise in all material respects on and as of such prior date.

(c) The execution and delivery of this Amendment by each Loan Party party hereto and the performance by the Loan Parties of this Amendment (i) has been duly authorized by all necessary corporate or other organizational action on behalf the Loan Parties and (ii) will not, except as permitted under the Amended Credit Agreement, result in or require the creation or imposition of any Lien upon the properties or assets of any Loan Party;

(d) This Amendment constitutes the legal, valid and binding obligation of each Loan Party party hereto, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and to general principles of equity, regardless whether considered in a proceeding in equity or at law;

(e) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery or performance by such Loan Party of this Amendment (except for those which have been obtained on or prior to the date hereof); and

(f) Each Loan Party will receive direct and indirect benefits as a result of this Amendment becoming effective and the consummation of the transactions contemplated hereby.

3. Conditions Precedent. This Amendment shall become effective on the date (such date, the "Third Amendment Effective Date") when each of the following conditions precedent is satisfied:

(a) The Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrower, the Subsidiary Loan Parties, the Administrative Agent and the Required Lenders;

(b) The Administrative Agent shall have received such documentation, in form and substance acceptable to the Administrative Agent and each Lender, and other information requested by the Administrative Agent or any Lender in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act; and

(c) The Administrative Agent shall have received, to the extent invoiced, reimbursement of all fees and expenses of counsel to the Administrative Agent required to be paid or reimbursed by the Borrower hereunder.

4. **Affirmations and Reaffirmations.** (a) Each of the Loan Parties hereby (i) ratifies and affirms all the provisions of the Existing Credit Agreement and the other Loan Documents as amended hereby, including the Amended Credit Agreement, (ii) agrees that the terms and conditions of the Existing Credit Agreement and the other Loan Documents shall continue in full force and effect as amended hereby (including the Amended Credit Agreement) and that all of its obligations thereunder are valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment or any other documents or instruments executed in connection herewith and (iii) acknowledges and agrees that it has no defense, set-off, counterclaim or challenge against the payment of any sums currently owing under the Amended Credit Agreement and the other Loan Documents or the enforcement of any of the terms or conditions thereof and agrees to be bound thereby and perform thereunder.

(b) Each Loan Party hereby (i) acknowledges and agrees that the Liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties under the Security Documents are in full force and effect, constitute valid and perfected Liens and security interests on the Collateral having priority over all other Liens and security interests on the Collateral, except to the extent permitted under the Amended Credit Agreement and the other Loan Documents, and are enforceable in accordance with the terms of the applicable Security Documents (including, without limitation, the Collateral Agreement and the IP Security Agreements), and will continue to secure the Secured Obligations, including the obligations under the Amended Credit Agreement and the other Loan Documents, (ii) reaffirms all of its obligations owing to the Administrative Agent and the Lenders under the Security Documents and (iii) acknowledges and agrees that the Security Documents shall continue to constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with their terms.

(c) Each Loan Party (other than the Borrower) hereby (i) confirms and ratifies that all of its obligations as a Guarantor shall continue in full force and effect for the benefit of the Administrative Agent and the Secured Parties with respect to the Secured Obligations, including the obligations under the Amended Credit Agreement and the other Loan Documents and (ii) hereby irrevocably and unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Secured Obligations.

5. **Limited Effect.** Except as expressly modified hereby, the Existing Credit Agreement and the other Loan Documents shall continue to be, and shall remain, unaltered and in full force and effect in accordance with their terms.

6. **Integration.** This Amendment constitutes the sole agreement of the parties with respect to the transactions contemplated hereby and shall supersede all oral negotiations and the terms of prior writings with respect thereto. From and after the Third Amendment Effective Date, all references in the Amended Credit Agreement and each of the other Loan Documents to the "Credit Agreement" shall be deemed to be references to the Amended Credit Agreement. This Amendment shall constitute a Loan Document for all purposes under the Amended Credit Agreement and each of the other Loan Documents.

7. **Severability.** Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. **No Novation.** It is the intention of the parties hereto that this Amendment shall not constitute a termination or novation of the Existing Credit Agreement, nor shall it extinguish the obligations for the payment of any Secured Obligations and/or any amounts due under the Existing Credit Agreement, or discharge or release (a) the performance of any party or (b) the attachment, creation or priority of any security interest or other Lien granted under the Collateral Agreement or any other Security Document (including the IP Security Agreements). It is the intention of the parties hereto that all such security interests and Liens granted under the Collateral Agreement and the other Loan Documents (including the security interests and Liens granted under the Collateral Agreement and the IP Security Agreements) shall continue in full force and effect as amended, supplemented or otherwise modified herein.

9. **Miscellaneous.**

(a) **Expenses.** The Loan Parties, jointly and severally agree to pay all of the Administrative Agent's reasonable out-of-pocket fees and expenses incurred in connection with this Amendment and the transactions contemplated hereby, including, without limitation, the reasonable fees and expenses of counsel to the Administrative Agent.

(b) **GOVERNING LAW.** THIS AMENDMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.

(c) **Successor and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

(d) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which counterparts when executed and delivered shall be deemed to be an original, and all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile, pdf or other electronic transmission will be effective as delivery of a manually executed counterpart hereof.

(e) **Headings.** The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(f) **Modifications.** No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

BENTLEY SYSTEMS, INCORPORATED

By: /s/ David Hollister

Name: David Hollister

Title: Chief Financial Officer

SUBSIDIARY LOAN PARTIES:

BENTLEY SOFTWARE, INC.
BENTLEY SYSTEMS INTERNATIONAL
HOLDINGS, INC.
DIGITAL WATER WORKS, INC.
CITILABS, INC.
COHESIVE SOLUTIONS, LLC
ONTRACKS ENTERPRISES, INC.
SENSEMETRICS, INC.

By: /s/ David Hollister

Name: David Hollister

Title: Authorized Officer

[Signature Page to Third Amendment]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: /s/ Michael P. Dungan

Name: Michael P. Dungan

Title: Vice President

[Signature Page to Third Amendment]

LENDER:

PNC BANK, NATIONAL ASSOCIATION, as
Swingline Lender and a Lender

By: /s/ Michael P. Dungan
Name: Michael P. Dungan
Title: Vice President

[Signature Page to Third Amendment]

LENDER:

BANK OF AMERICA, N.A.

By: /s/ Richard R. Powell

Name: Richard R. Powell

Title: Senior Vice President

[Signature Page to Third Amendment]

LENDER:

TD BANK, N.A.

By: /s/ Zachary Dziama

Name: Zachary Dziama

Title: Senior Vice President

[Signature Page to Third Amendment]

LENDER:

HSBC BANK USA, National Association

By: /s/ Chris Burns

Name: Chris Burns

Title: Senior Vice President

[Signature Page to Third Amendment]

LENDER:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: /s/ William Musselman

Name: William Musselman

Title: Vice President

[Signature Page to Third Amendment]

LENDER:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: /s/ Andrea Ferrara

Name: Andrea Ferrara

Title: Vice President

[Signature Page to Third Amendment]

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: /s/ Geoff Smith

Name: Geoff Smith

Title: Senior Vice President

[Signature Page to Third Amendment]

LENDER:

MIZUHO BANK, LTD.

By: /s/ John Davies

Name: John Davies

Title: Authorized Signatory

[Signature Page to Third Amendment]

LENDER:

PEOPLE'S UNITED BANK, N.A.

By: /s/ Donna J. Emhart

Name: Donna J. Emhart

Title: Senior Vice President

[Signature Page to Third Amendment]



News Release
Media Contact:
Carey Mann
610-458-2777
carey.mann@bentley.com

Bentley Systems Announces Launch of Private Offering of Convertible Senior Notes

EXTON, Pa., U.S.A. – June 22, 2021 – Bentley Systems, Incorporated (Nasdaq: BSY) (“Bentley”), the *infrastructure engineering software* company, today announced that it intends to offer \$500.0 million aggregate principal amount of convertible senior notes due 2027 (the “Notes”) in a private offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). Bentley also expects to grant the initial purchasers of the Notes a 13-day option to purchase up to an additional \$75.0 million aggregate principal amount of Notes.

The Notes will be senior unsecured obligations of Bentley and will accrue interest payable semiannually in arrears. The Notes will be convertible into cash, shares of Bentley’s Class B common stock (“common stock”) or a combination thereof at Bentley’s election. The interest rate, initial conversion rate and other terms of the Notes will be determined at the time of pricing of the offering. The offering is subject to market conditions, and there can be no assurance as to whether or when the offering may be completed or as to the actual size or terms of the offering.

Bentley intends to use the net proceeds from the sale of the Notes in the offering to repay existing indebtedness and to pay the cost of anticipated capped call transactions related to the offering.

In connection with the pricing of the Notes, Bentley expects to enter into capped call transactions with one or more of the initial purchasers or their respective affiliates and/or other financial institutions (the “Option Counterparties”). The capped call transactions are expected generally to reduce the potential dilution to Bentley’s common stock upon any conversion of the Notes and/or offset any cash payments Bentley is required to make in excess of the principal amount of converted Notes, as the case may be, with such reduction and/or offset subject to a cap. The cap price and premium of the capped call transactions and the premium payable will be determined at the time of pricing of the offering.

Bentley expects that, in connection with establishing their initial hedges of the capped call transactions, the Option Counterparties or their respective affiliates will purchase shares of Bentley's common stock and/or enter into various derivative transactions with respect to Bentley's common stock concurrently with or shortly after the pricing of the Notes, and may unwind these various derivative transactions and purchase shares of Bentley's common stock in open market transactions shortly after the pricing of the Notes. This activity could increase (or reduce the size of any decrease in) the market price of Bentley's common stock or the Notes at that time.

In addition, the Option Counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to Bentley's common stock and/or purchasing or selling Bentley's common stock or other securities of Bentley in secondary market transactions following the pricing of the Notes and prior to the maturity of the Notes (and are likely to do so during any observation period related to a conversion of Notes). This activity could also cause or avoid an increase or a decrease in the market price of Bentley's common stock or the Notes, which could affect a noteholder's ability to convert its Notes and, to the extent the activity occurs during any observation period related to a conversion of Notes, it could affect the number of shares of Bentley's common stock and value of the consideration that a noteholder will receive upon conversion of its Notes.

The Notes will be offered and sold only to persons reasonably believed to be qualified institutional buyers pursuant to Rule 144A under the Securities Act. Neither the Notes, nor any shares of Bentley's common stock issuable upon conversion of the Notes, have been, or will be, registered under the Securities Act or any state securities laws, and unless so registered, such securities may not be offered or sold in the United States absent an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws.

This press release is neither an offer to sell nor a solicitation of an offer to buy these or any other securities and shall not constitute an offer, solicitation or sale of these or any other securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

Forward Looking Statements

This press release contains forward-looking statements. Forward-looking statements include all statements that are not historical facts. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements. These forward-looking statements include statements relating to, among other things, risks and uncertainties related to market conditions, the risk that the proposed offering will not be consummated on the terms or in the amounts contemplated or otherwise, and the satisfaction of customary closing conditions related to the proposed offering. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described under the “Risk Factors” section of Bentley’s Annual Report on Form 10-K for the year ended December 31, 2020. Except as required by law, Bentley has no obligation to update any of these forward-looking statements to conform these statements to actual results or revised expectations.
