

# SECURITIES AND EXCHANGE COMMISSION

## FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

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### FILER

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#### **NewLead Holdings Ltd.**

CIK: **1322587** | IRS No.: **000000000** | State of Incorpor.: **D0**  
Type: **6-K** | Act: **34** | File No.: **001-32520** | Film No.: **13541545**  
SIC: **4412** Deep sea foreign transportation of freight

#### Mailing Address

*83 AKTI MIAOULI & FLESSA  
STR.  
PIRAEUS J3 185 38*

#### Business Address

*83 AKTI MIAOULI & FLESSA  
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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR  
15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**Dated: January 23, 2013**

**Commission File Number 001-32520**

**NEWLEAD HOLDINGS LTD.**

(Translation of registrant's name into English)

**NewLead Holdings Ltd.  
83 Akti Miaouli & Flessa Str.  
185 38 Piraeus Greece**  
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Yes  No

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Yes  No

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## **NewLead Holdings Ltd. Receives Capital Contribution in the Form of Nickel**

On January 9, 2013, NewLead Holdings Ltd. (“we,” “us,” “our,” or the “Company”) announced that the Company received a capital contribution of 3,750 grams of nickel wire (the “Nickel”) valued at \$236.4 million for 258,536,585 common shares representing a 36.8% equity interest in the Company.

We intend to use the investment to provide collateral for loans funding our capital-intensive activities and to provide a platform upon which to execute our diversified growth strategy. The Nickel has been certified and is being held with an internationally known repository for such industrial metals.

Upon completion of this transaction, it is expected that the Company will have a total of 701,904,963 common shares outstanding. The Company will issue, following approval from NASDAQ Stock Market LLC, unregistered common shares in exchange for the new investment. Vasileios Telikostoglou and Essential Holding LTD, the new shareholders, have agreed, subject to certain limited exceptions, not to offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, borrow or dispose of the Company’s shares or otherwise transfer ownership of the shares until June 30, 2014. Vasileios Telikostoglou and Essential Holding LTD will not have board representation or other rights.

The value of the Nickel was established on January 7, 2013 by an independent appraiser. The foreign currency exchange rate on January 7, 2013 was used for currency translation.

We have not yet determined how this capital contribution will be reflected on our financial statements. Further, there can be no assurance that we will, in the future, be able to sell the Nickel at a price comparable to the value received in this transaction, or at all. The value of the Nickel may be subject to wide fluctuations and is affected by numerous factors beyond our control, including international economic and political conditions, levels of supply and demand, the availability and costs of substitutes, inventory levels maintained by users, actions of participants in the commodities markets and currency exchange rates. In addition, the market price of the Nickel may also be subject to rapid short-term changes. These factors may cause the Company to fail to recover all or a portion of its investment in the Nickel and may require financial write-downs adversely impacting our financial results.

The purchase agreement governing the capital contribution is furnished with this Report as Exhibit 10.1 and is incorporated by reference herein. The Company also issued a press release relating to the above matter, which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

### **Exhibits**

#### **Exhibit**

<b>No.</b>	<b>Exhibit</b>
10.1	Nickel Purchase Agreement between N.M. Kandilis S.A. and NewLead Holdings Ltd., dated January 4, 2013.
99.1	Press Release dated January 9, 2013.

## 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, thereunto duly authorized.

Date: January 23, 2013

NEWLEAD HOLDINGS LTD.

By: /s/ Michail Zolotas

Name: Michail Zolotas

Title: Chief Executive Officer

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**Nickel Purchase Agreement  
(the "Agreement")**

Dated 4<sup>th</sup> January 2013

**Introduction**

WHEREAS, **N.M. KANDILIS S.A.**, a company duly registered and incorporated in Kozani, 27, Vermiou, 50100 Kozani (hereinafter the "Seller") has agreed to sell to **NewLead Holdings Ltd.**, a Bermuda corporation (hereinafter "Newlead"), nickel wire with a value of at least US\$212 million (United States Dollars two hundred twelve million) upon delivery (the "Nickel") in exchange for 258,536,585 newly issued Newlead Common Shares (the "Shares").

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1 Definitions**

- 1.1 "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to remain closed.
- 1.2 "Pickfords" means Pickfords Move Management Limited of London.
- 1.3 "Encumbrances" means mortgages, charges, assignments by way of security, hypothecations, pledges, security interests, liens and other encumbrances of every nature and kind.
- 1.4 "Nickel" means at least 3,750 grams (three thousand seven hundred and fifty grams) of nickel wire that is refined to standards meeting or exceeding those set forth in Annex A hereto and having a value upon delivery as determined pursuant to Section \_\_\_ of at least US\$212 million (United States Dollars two hundred twelve million).

**2 Delivery Obligations**

- 2.1 Within [five (5)] Business Days of the date hereof, the Seller shall instruct Pickfords to deliver to Newlead the Nickel to be sold and delivered under this Agreement. Delivery of the Nickel to NewLead shall be deemed to have been made at the time the Nickel is received by Newlead from Pickfords and Newlead has received the relevant certification referred to in Section 2.3 (the "**Time of Delivery**"). Title to, and risk of loss of, the Nickel shall pass from the Seller to NewLead at the Time of Delivery. All costs and expenses pertaining to the delivery of the Nickel shall be borne by the Seller.
- 2.2 The Seller Hereby represents, warrants and covenants that, at the Time of Delivery:
  - i. It is the legal and beneficial owner of the Nickel delivered to the Custodian;

- ii. It has good, valid and marketable title to such Nickel.
- iii. It has good, certificate of origin of such Nickel.
- iv. Such Nickel is free and clear of all Encumbrances.
- v. Such Nickel to be delivered in a safe place in London, UK.

2.3 It shall be a condition to Newlead's obligation to issue the Shares as per Annex A upon receipt of certificates from IGAS and Matthey Bank certifying as to the weight and purity of the Nickel and that the value of the Nickel equals or exceeds \$212 million.

2.4 The Shares shall be issued as per Annex A pursuant to a subscription agreement (the "Subscription Agreement" of which under rule 144 the said shares will be registered after 180 days) to be entered into on or about the date of this Agreement.

2.5 NewLead shall, at its own expense, issue and deliver to Seller the Shares or as soon as practical after the Time of Delivery (as defined below).

### 3 Further assurance

3.1 Seller hereby further undertakes from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the opinion of NewLead may be necessary or desirable for the perfection of Newlead's title in the Nickel and the issuance and delivery of the Shares in accordance with the terms of this Agreement.

3.2 Seller hereby confirms that the necessary due diligence investigation of NewLead has been carried out and results are found to be satisfactory.

3.3 This Agreement and the Subscription Agreement contain the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein and therein.

### 4 Miscellaneous

No term of this letter is enforceable under this Agreement by a person who is not a party to this Agreement.

### 5 Law

This assignment is governed by the laws of the State of New York, without giving effect to any choice of law or conflicts of laws rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

**SIGNED, SEALED and DELIVERED** as a **DEED** )  
By Vasileios Telikostoglou, President/ Director )  
for and on behalf of )  
**N.M. KANDILIS S.A. of Kozani, Greece** )  
in the presence of: )

By: /s/ Vasileios Telikostoglou  
Name: Vasileios Telikostoglou  
Title: President / Director

Kandilis M. Nikolaos  
Keramoplinthopiiia Kozanis A.E.  
5th klm Kozanis - Larisas  
Tel. 26410 35225  
AFM: 094029668 DOY: KOZANIS

**SIGNED, SEALED and DELIVERED** as a **DEED** )  
By Michael Zolotas, CEO / Director )  
for and on behalf of )  
**NEWLEAD HOLDINGS LTD of Bermuda** )  
in the presence of: )

By: /s/ Michael Zolotas  
Name: Michael Zolotas  
Title: CEO / Director

**ANNEX "A"**

<b>NAME</b>	<b>NO. OF SHARES</b>
1. VASILEIOS TELIKOSTOGLOU	244,905,152
2. ESSENTIAL HOLDING LTD of the Republic of Marshall Islands	13,631,433

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**NewLead Holdings Ltd. Receives Investment of \$236.4 million**

**PIRAEUS, GREECE, January 9, 2013** – NewLead Holdings Ltd. (NASDAQ: NEWL) (“NewLead”) today announced that the Company received a capital contribution of industrial metal valued at \$236.4 million for a 36.8% equity interest in NewLead.

Michael Zolotas, President and Chief Executive Officer of NewLead, stated, “this significant investment demonstrates confidence in the management team and the future of NewLead. The investment will provide valuable collateral for loans funding our capital-intensive activities and provides a solid platform to execute on our diversified growth strategy.”

Upon completion of this transaction, it is expected that NewLead will have a total of 701,904,963 shares of common stock outstanding. NewLead will issue, following NASDAQ’s approval, unregistered shares in exchange for the new investment. The new shareholder has agreed, subject to certain limited exceptions, not to pledge, borrow or dispose of the NewLead shares or otherwise transfer ownership of the shares until June 30, 2014. The new shareholder will not have board representation or other rights.

The value of the industrial metal was established on January 7, 2013 by an independent appraiser. The foreign currency exchange rate on January 7, 2013 was used for currency translation.

**About NewLead Holdings Ltd.**

NewLead Holdings Ltd. is an international, vertically integrated shipping and commodity company that manages product tankers and dry bulk vessels. NewLead currently controls four vessels, two tankers and two dry bulk vessels. NewLead's common shares are traded under the symbol "NEWL" on the NASDAQ Global Select Market. To learn more about NewLead Holdings Ltd., please visit the new website at [www.newleadholdings.com](http://www.newleadholdings.com).

**"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995**

This press release includes assumptions, expectations, projections, intentions and beliefs about future events. These statements, as well as words such as "anticipate," "estimate," "project," "plan," and "expect," are intended to be "forward-looking" statements. We caution that assumptions, expectations, projections, intentions and beliefs about future events may vary from actual results and the differences can be material. Forward-looking statements include, but are not limited to, such matters as future operating or financial results; our liquidity position and cash flows, our ability to borrow additional amounts under our revolving credit facility and, if needed, to obtain waivers from our lenders and restructure our debt, and our ability to continue as a going concern; statements about planned, pending or recent vessel disposals and/or acquisitions, business strategy, future dividend payments and expected capital spending or operating expenses, including dry-docking and insurance costs; statements about trends in the product tanker and dry bulk vessel shipping segments, including charter rates and factors affecting supply and demand; expectations regarding the availability of vessel acquisitions; completion of repairs; length of off-hire; availability of charters; and anticipated developments with respect to any pending litigation. The forward-looking statements in this press release are based upon various assumptions, many of which are based, in turn, upon further assumptions, including without limitation, management's examination of historical operating trends, data contained in our records and other data available from third parties. Although NewLead believes that these assumptions were reasonable when made, because these assumptions are inherently subject to significant uncertainties and contingencies which are difficult or impossible to predict and are beyond our control, NewLead cannot assure you that it will achieve or accomplish these expectations, beliefs or projections described in the forward looking statements. Important factors that, in our view, could cause actual results to differ materially from those discussed in the forward-looking statements include the strength of world economies and currencies, general market conditions, including changes in charter rates and vessel values, failure of a seller to deliver one or more vessels, and other factors discussed in NewLead's filings with the U.S. Securities and Exchange Commission from time to time. NewLead expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in NewLead's expectations with respect thereto or any change in events, conditions or circumstances on which any statement is based.

**Investor and Media Relations:**

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