

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): October 9, 2006

Curtiss-Wright Corporation

(Exact Name of Registrant as Specified in its Charter)

DE
(State or other Jurisdiction
of Incorporation)

1-134
(Commission File Number)

13-0612970
(I.R.S. Employer
Identification No.)

4 Becker Farm Road
Roseland, NJ
(Address of Principal Executive Offices)

07068
(Zip Code)

Registrant's telephone number, including area code: **(973) 597-4752**

(Former name or former address, if changed from 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 1.01 Entry into a Material Definitive Agreement

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Restricted Stock Unit Retention Agreement

On October 9, 2006, Curtiss-Wright Corporation (“Curtiss-Wright”) entered into a key executive restricted stock unit retention agreement (the “*Agreement*”) with David Linton, Vice President, Curtiss-Wright Corporation and President of Curtiss-Wright Flow Control Corporation (a wholly-owned subsidiary of Curtiss-Wright).

Mr. Linton received a grant of 33,870 restricted stock units pursuant to the terms and conditions of Curtiss-Wright’s long term incentive program adopted by the Company’s compensation committee. Each unit is the equivalent of one share of Curtiss-Wright Common Stock. The Agreement provides the equivalent of \$1,000,000 in value as of the closing price reported on the New York Stock Exchange of Curtiss-Wright’s Common Stock on February 7, 2006, the date the Board of Directors approved the material terms of the agreement to be offered to Mr. Linton.

The Agreement provides for the entire grant to vest on February 6, 2016, provided that Mr. Linton does not voluntarily leave the employ of Curtiss-Wright or Mr. Linton is not otherwise terminated for “Cause”, as defined in the Agreement. On or prior to December 31, 2015, Mr. Linton may elect to convert said stock units to an equivalent number of shares of Curtiss-Wright Common Stock or defer the conversion of the stock units in accordance with Section 409A of the Internal Revenue Code for a period not greater than five (5) years. The Agreement also provides for anti-dilutive adjustments in the event of recapitalization, reorganization, merger, consolidation, stock split or any similar change, and for the immediate vesting and conversion of the stock units upon Mr. Linton’s death or disability, and in the event of a Change in Control of Curtiss-Wright.

The Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein. Terms not defined herein have the meanings ascribed to them in the Agreement.

SIGNATURE

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.

Curtiss-Wright Corporation

(Registrant)

Date: October 11, 2006

By: /s/ Glenn E. Tynan

Vice President Finance and CFO

EXHIBIT INDEX

EX-10 Long Term Retention Agreement

CURTISS-WRIGHT CORPORATION
RESTRICTED STOCK UNIT AGREEMENT

THIS AGREEMENT, dated October 9, 2006, effective as of February 7, 2006 ("Grant Date") by and between Curtiss-Wright Corporation, a Delaware Corporation ("Company"), and David Linton ("Employee"), is entered into as follows:

WHEREAS, the Company has established the Curtiss-Wright Corporation 2005 Ominibus Long-Term Incentive Plan ("Plan"), a copy of which has been provided and can be found in the Company's 2005 Proxy Statement or by written or telephonic request to the Company Secretary, and which Plan made a part hereof; and

WHEREAS, the Executive Compensation Committee of the Board of Directors of the Company ("Committee") determined that the Employee be granted restricted stock units subject to the restrictions stated below;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Units.

Subject to the terms and conditions of this Agreement and of the Plan, the Company hereby credits to a separate account maintained on the books of the Company ("Account") 33,870 restricted stock units ("Units") which had a value of One Million Dollars based on the closing price of the Company's \$1.00 par value Common Stock ("Stock") on February 6, 2006 (after adjustment for the April 21, 2006 stock split). On any date, the value of each Unit shall equal the market value of a share of Stock.

2. Vesting Schedule.

The interest of the Employee in the Units shall be 100% vested on February 6, 2016 ("Vesting Date"), conditioned upon the Employee's continued employment with the Company as of the vesting date. Notwithstanding the foregoing, the interest of the Employee in the Units shall immediately vest as to:

(a) 100% of the unvested Units upon the Employee's termination of employment due to death or disability; or

(b) 100% of the unvested Units upon a "Change of Control" (as defined in the Plan) subject to the aggregate award restrictions provided for under Section 3.3 of the Plan, and the discretion of the Committee to approve such payment pursuant to Section 7.5 of the Plan.

3. Restrictions.

(a) The Units granted hereunder may not be sold, pledged or otherwise transferred and may not be subject to lien, garnishment, attachment or other legal process. The period of time between the date hereof and the date the Units become vested is referred to herein as the "Restriction Period."

(b) If the Employee's employment with the Company is terminated by the Company for Cause or voluntarily by the Employee, the Units subject to the provisions of this Agreement which have not vested at the time of the Employee's termination of employment shall be forfeited by the Employee.

4. Dividends.

Employee shall have no rights or privileges of a stockholder of the Company with respect to the Units during the Restricted Period. After the Vesting Date, Employee's Account shall be credited for any cash dividends paid on the Stock.

5. Changes in Stock.

In the event of any change in the number and kind of outstanding shares of Stock by reason of any recapitalization, reorganization, merger, consolidation, stock split or any similar change affecting the Stock (other than a cash dividend payable in Stock) the Company shall make an appropriate adjustment in the number and terms of the Units credited to the Employee's Account so that, after such adjustment, the Units shall represent a right to receive the same consideration (or if such consideration is not available, other consideration of the same value) that the Employee would have received in connection with such recapitalization, reorganization, merger, consolidation, stock split or any similar change if she had owned on the applicable record date a number of shares of Stock equal to the number of Units credited to the Employee's Account prior to such adjustment.

6. Form and Timing of Payment.

On the first to occur of the following, the Company shall pay to the Employee a number of shares of Stock equal to the aggregate number of vested Units credited to the Employee as of such date:

(a) The Vesting Date;

(b) Any date after the Vesting Date but in no event later than fifth anniversary of the Vesting Date;

(c) The first date on which occurs a Change of Control; or

(d) The date on which the Company terminates Employee's employment for reasons other than for Cause.

7. Disability Termination of Employee.

In the event of disability of the Employee, any unpaid but vested Units shall be paid to the Employee if legally competent or to a legally designated guardian or representative if the Employee is legally incompetent.

8. Death of Employee.

In the event of the Employee's death after the vesting date but prior to the payment of the Units, said Units shall be paid to the Employee's estate or designated beneficiary.

9. Taxes.

The Employee shall be liable for any and all taxes, including withholding taxes, arising out of this grant or the vesting of Units hereunder.

10. Definitions

(a) For purposes of this Agreement, a termination of employment is for "Cause" if the Employee

(a) has been convicted of a felony; or

(b) intentionally engaged in illegal conduct, fraud or, willful misconduct that is demonstrably and materially injurious to the Company or any of its businesses; or

(c) failed to perform his reasonably assigned duties with the Corporation or any of its businesses.

In the event that a dispute shall arise as to whether a termination was for cause, or over whether a voluntary retirement, resignation or other voluntary termination of employment is the direct and proximate result of a substantial adverse change in the terms or conditions of employment, that dispute shall be settled and finally determined by arbitration in the City of New York under the then existing rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Miscellaneous.

(a) All amounts credited to the Employee's Account under this Agreement shall continue for all purposes to be a part of the general assets of the Company. The Employee's interest in the Account shall make him only a general, unsecured creditor of the Company.

(b) The parties agree to execute such further instruments and to take such action as may reasonably be necessary to carry out the intent of this Agreement.

(c) Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon delivery to the Employee at his address then on file with the Company.

(d) Neither the Plan nor this Agreement nor any provisions under either shall be construed so as to grant the Employee any right to remain in the employ of the Company.

(e) This Agreement and the Employment Agreement constitute the entire agreement of the parties with respect to the subject matter hereof.

CURTISS-WRIGHT CORPORATION

By: /s/ Martin R. Benante

Martin R. Benante
Chairman and Chief Executive Officer

/s/ David Linton

David Linton

RETAIN THIS AGREEMENT FOR YOUR RECORDS