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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 16, 2015

**CURTISS-WRIGHT CORPORATION**  
(Exact Name of Registrant as Specified in Its Charter)

Delaware	1-134	13-0612970
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

13925 Ballantyne Corporate Place, Suite 400  
Charlotte, North Carolina  
(Address of Principal Executive Offices)

28277  
(Zip Code)

Registrant's telephone number, including area code: (704) 869-4600

\_\_\_\_\_  
Not applicable

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

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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))
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## Section 1 - Registrant's Business and Operations

### Item 1.01 Entry into a Material Definitive Agreement.

On June 16, 2015, Curtiss-Wright Corporation (the "Company") entered into a Third Amendment to Third Amended and Restated Credit Agreement among the Company and Certain Subsidiaries as Borrowers; the Lenders party thereto; Bank of America N.A., as Administrative Agent, Swingline Lender, and L/C Issuer; JPMorgan Chase Bank, N.A., and Wells Fargo, N.A., as Syndication Agents; and RBS Citizens N.A., as Documentation Agent (the "Credit Agreement"). The Third Amendment to the Credit Agreement amends in part the definition of "Change of Control" as defined in the Credit Agreement.

The Third Amendment to the Credit Agreement is incorporated by reference as Exhibit 10.1 attached to this Report. The foregoing summary description of the Third Amendment to the Credit Agreement is qualified in its entirety by reference to such exhibit.

## Section 9 - Financial Statements and Exhibits.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 10.1 -Third Amendment to Third Amended and Restated Credit Agreement, dated as of June 16, 2015, among the Company and Certain Subsidiaries as Borrowers; the Lenders party thereto; Bank of America N.A., as Administrative Agent, Swingline Lender, and L/C Issuer; JPMorgan Chase Bank, N.A., and Wells Fargo, N.A. as Syndication Agents; and RBS Citizens N.A., as Documentation Agent.

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

By: /s/ Glenn E. Tynan

\_\_\_\_\_  
Glenn E. Tynan

Vice-President and

Chief Financial Officer

Date: June 18, 2015

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## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Third Amendment to Third Amended and Restated Credit Agreement, dated as of June 16, 2015, among the Company and Certain Subsidiaries as Borrowers; the Lenders party thereto; Bank of America N.A., as Administrative Agent, Swingline Lender, and L/C Issuer; JPMorgan Chase Bank, N.A., and Wells Fargo, N.A. as Syndication Agents; and RBS Citizens N.A., as Documentation Agent.

THIRD AMENDMENT TO THIRD AMENDED  
AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of June 16, 2015, by and among CURTISS-WRIGHT CORPORATION, a Delaware corporation (the "Company"), each of the other Loan Parties under the Credit Agreement (as hereinafter defined), the LENDERS (as defined under the Credit Agreement) parties hereto, and BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (the "Administrative Agent").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Third Amended and Restated Credit Agreement dated as of August 9, 2012, as amended by a First Amendment to Third Amended and Restated Credit Agreement and a Second Amendment to Third Amended and Restated Credit Agreement and Amendment to Subsidiary Guaranty and Suretyship Agreement (such agreement as so amended the "Original Agreement", and as further amended hereby the "Credit Agreement"); and

WHEREAS, the parties hereto desire to further amend the Original Agreement as provided herein.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. DEFINED TERMS. Capitalized terms used herein unless otherwise defined herein have the meanings ascribed to them in the Credit Agreement. Hereafter, references in the Loan Documents to the Credit Agreement shall be deemed to refer to the Credit Agreement as modified hereby and as further amended, restated or otherwise modified in accordance with its terms.
2. AMENDMENT TO CREDIT AGREEMENT. Clause (b) of the definition of "Change of Control" in Section 1.01 of the Credit Agreement is restated to read in its entirety as follows:

"(b) during any period of twenty-four (24) consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Company ceases to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or"

3. C ONDITIONS TO THE EFFECTIVENESS OF THIS AMENDMENT.

This Amendment shall be effective when (a) it has been signed and delivered by the Loan Parties, the Required Lenders and the Administrative Agent, (b) the representations and warranties of the Loan Parties in Section 4 hereof shall be true and correct in all material respects (as qualified in such Section 4),

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and (c) the Loan Parties have paid, or made arrangements satisfactory to the Administrative Agent to pay all costs in connection with the preparation of this Amendment (including without limitation the reasonable fees and expenses of counsel). No fees of any kind shall be paid to the Administrative Agent or any Lender in connection with this Amendment.

#### 4. REPRESENTATIONS AND WARRANTIES.

The Loan Parties hereby represent and warrant to the Administrative Agent and the Lenders that: (a) the representations and warranties of the Loan Parties contained in Article V of the Credit Agreement, and in the other Loan Documents to which they are party, are true and correct in all material respects on and as of the date hereof, except (i) that any such representations and warranties that are qualified by reference to materiality or Material Adverse Effect shall be true and correct in all respects, (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and (iii) that for purposes hereof, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement; (b) no Default exists or will result from the execution, delivery and performance of this Amendment; (c) this Amendment has been duly executed and delivered by each Loan Party; (d) the execution, delivery and performance by each Loan Party of this Amendment are within the power and authority of each Loan Party and have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) any Contractual Obligation to which such Person is a party or by which such Person or its properties or any of its Subsidiaries are bound or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (ii) violate any 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 any Loan Party of this Amendment; (f) the Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses, or counterclaims; and (g) the Credit Agreement and other Loan Documents, as modified by this Amendment, are in full force and effect and are enforceable against each such Loan Party party thereto in accordance with the respective terms of such Loan Documents (except as such enforcement may be limited by principles of equity, bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally).

#### 5. REAFFIRMATION.

Each of the Loan Parties hereby reaffirms, ratifies and confirms all of its respective obligations under the Credit Agreement and other Loan Documents to which it is a party, as the same may have been modified by this Amendment.

#### 6. GOVERNING LAW.

This Amendment shall be governed by and construed in accordance with the Laws of the State of New York, and shall be deemed to be a contract made under and governed by, construed and enforced in accordance with the Laws of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), without regard to principles of conflicts of Law.

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7. COUNTERPARTS.

This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment.

8. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.

The jurisdiction, waiver of venue, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

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[SIGNATURE PAGE 1 OF 10 TO  
THIRD AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this instrument under seal as of the day and year first above written.

CURTISS-WRIGHT CORPORATION  
CURTISS-WRIGHT CONTROLS, INC.  
METAL IMPROVEMENT COMPANY, LLC  
CURTISS-WRIGHT FLOW CONTROL CORPORATION  
CURTISS-WRIGHT FLOW CONTROL SERVICE CORPORATION  
CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION

By: \_\_\_\_\_  
Name: Harry Jakubowitz  
Title: Treasurer of each of the entities listed above

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[SIGNATURE PAGE 2 OF 10 TO  
THIRD AMENDMENT TO  
THIRD AMENDED AND RESTATED CREDIT AGREEMENT]

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 3 OF 10 TO  
THIRD AMENDMENT TO  
THIRD AMENDED AND RESTATED CREDIT AGREEMENT]

BANK OF AMERICA, N.A., as a Lender, the L/C Issuer and the Swing Line Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 4 OF 10 TO  
THIRD AMENDMENT TO  
THIRD AMENDED AND  
RESTATED CREDIT AGREEMENT]

JPMORGAN CHASE BANK, N.A., as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 5 OF 10 TO  
THIRD AMENDMENT TO THIRD AMENDED  
AND RESTATED CREDIT AGREEMENT]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 6 OF 10 TO  
THIRD AMENDMENT TO  
THIRD AMENDED AND RESTATED CREDIT AGREEMENT]

CITIZENS BANK, N.A., as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 7 OF 10 TO  
THIRD AMENDMENT TO  
THIRD AMENDED  
AND RESTATED CREDIT AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 8 OF 10 TO  
THIRD AMENDMENT TO THIRD AMENDED  
AND RESTATED CREDIT AGREEMENT]

THE BANK OF NEW YORK MELLON, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 9 OF 10 TO  
THIRD AMENDMENT TO THIRD AMENDED  
AND RESTATED CREDIT AGREEMENT]

HSBC BANK USA, N.A., as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[SIGNATURE PAGE 10 OF 10 TO  
THIRD AMENDMENT TO  
THIRD AMENDED AND RESTATED CREDIT AGREEMENT]

GUARANTORS:

CURTISS-WRIGHT SURFACE TECHNOLOGIES, LLC

DY4 INC.

TAPCO INTERNATIONAL., INC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_