

II-VI INC  
Form 8-K  
June 17, 2011

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, DC 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 15, 2011**

**II-VI Incorporated**

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania

0-16195

25-1214948

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(State or Other Jurisdiction  
of Incorporation)

(Commission File Number)

(IRS Employer  
Identification No.)

375 Saxonburg Boulevard,  
Saxonburg, Pennsylvania  
(Address of Principal Executive Offices)

16056  
(Zip Code)

Registrant's telephone number, including area code: (724) 352-4455

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 (*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))

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

The information set forth below in Item 2.03 of this Current Report is incorporated in this Item 1.01 by reference.

**Item 1.02. Termination of a Material Definitive Agreement**

The information set forth below in Item 2.03 of this Current Report is incorporated in this Item 1.02 by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant**

On June 15, 2011, II-VI Incorporated ( "II-VI" or the "Company" ) replaced its existing \$60.0 million credit facility with a new \$50.0 million unsecured credit facility (the "Credit Facility" ) with PNC Bank, National Association. The Credit Facility replaces the \$60.0 million credit facility between the Company and PNC Bank National Association, Wells Fargo & Company Association and Manufacturers and Traders Trust Company.

The Credit Facility is guaranteed by each existing and subsequently acquired or organized domestic subsidiary of the Company. II-VI has the option to request an increase to the size of the Credit Facility in an aggregate additional amount not to exceed \$30.0 million. The Credit Facility has a five-year life and has interest rates ranging from LIBOR plus 0.625% to LIBOR plus 1.50% based on the ratio of total consolidated indebtedness to consolidated EBITDA.

The Credit Facility contains customary affirmative and negative covenants for credit facilities of this type, including limitations on the Company and its subsidiaries with respect to indebtedness, liens, investments, distributions, mergers and acquisitions, disposition of assets, repurchases of the Company's common stock and transactions with affiliates. The covenants permit the Company to use proceeds of the Credit Facility for working capital and capital expenditures and other lawful corporate purposes. The Credit Facility also contains financial covenants that require the Company to maintain a minimum consolidated interest coverage ratio of 4.0 and a maximum consolidated leverage ratio of 3.0.

The Credit Facility provides for customary events of default with corresponding grace periods, including, but not limited to failure to pay any principal or interest when due, failure to comply with covenants, material breaches or representations or warranties made by the Company, certain insolvency or receivership events affecting the Company or its domestic subsidiaries, defaults relating to other indebtedness in excess of \$20.0 million in the aggregate and a change in control of the Company.

The foregoing description of the Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached hereto as Exhibit 10.1.

The Amendment is being filed herewith solely to provide investors and security holders with information regarding its terms. It is not intended to be a source of financial, business or

operational information about the Company or any of its subsidiaries or affiliates. The representations, warranties and covenants contained in the Amendment are made solely for purposes of the Amendment and are made as of specific dates; are solely for the benefit of the parties; may be subject to qualifications and limitations agreed upon by the parties in connection with negotiating the terms of the Amendment, including being qualified by confidential disclosures made for the purpose of allocating contractual risk between the parties instead of establishing matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or security holders. Investors and security holders should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Amendment, which subsequent information may or may not be fully reflected in public disclosures.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

- 10.1 \$50,000,000 Revolving Credit Facility, Credit Agreement by and among II-VI Incorporated and The Guarantors Party Hereto and The Banks Party Hereto and PNC Bank, National Association, As Agent Dated as of June 15, 2011.

**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.

II-VI INCORPORATED  
(Registrant)

Date: June 17, 2011

By: /s/ FRANCIS J. KRAMER  
**Francis J. Kramer**  
**President and Chief Executive Officer**

Date: June 17, 2011

By: /s/ CRAIG A. CREATURO  
**Craig A. Creaturo**  
**Chief Financial Officer and Treasurer**

**EXHIBIT INDEX**

Exhibit No.	Description
10.1	\$50,000,000 Revolving Credit Facility, Credit Agreement by and among II-VI Incorporated and The Guarantors Party Hereto and The Banks Party Hereto and PNC Bank, National Association, As Agent Dated as of June 15, 2011.