

Allison Transmission Holdings Inc  
Form 8-K  
March 14, 2014

**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) March 12, 2014**

**ALLISON TRANSMISSION HOLDINGS, INC.**

**(Exact name of registrant as specified in its charter)**

**Delaware**  
**(State or other jurisdiction**

**of incorporation)**

**001-35456**  
**(Commission**

**File Number)**

**26-0414014**  
**(IRS Employer**

**Identification No.)**

**One Allison Way, Indianapolis, Indiana**  
**(Address of principal executive offices)**

**46222**  
**(Zip Code)**

**Registrant's telephone number, including area code (317) 242-5000**

**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 (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.**

On March 12, 2014, Allison Transmission, Inc. ( ATI ), a wholly-owned subsidiary of Allison Transmission Holdings, Inc. (the Company ), entered into a consent agreement (the Consent Agreement ) under the Company s Credit Agreement, dated as of August 7, 2007 (as amended, the Credit Agreement ).

Pursuant and subject to the terms of the Consent Agreement, the revolving lenders under the Credit Agreement have agreed to prospectively waive any Event of Default resulting directly from any non-compliance with the Financial Covenant in the Credit Agreement that provides that ATI must not exceed a maximum Total Senior Secured Leverage Ratio with respect to any period of four consecutive fiscal quarters ending as of the last day of any fiscal quarter for which no Revolving Loans are outstanding on such date.

This summary of the Consent Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Consent Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

| <b>Exhibit Number</b> | <b>Description</b>   |
|-----------------------|--|
| 10.1                  | Consent Agreement to the Credit Agreement, dated as of March 12, 2014, among Allison Transmission Holdings, Inc., Allison Transmission, Inc., as Borrower, the several banks and other financial institutions or entities from time to time parties thereto as Lenders, Citicorp North America, Inc., as Administrative Agent, and the other agents and arrangers party thereto. |

**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 hereunto duly authorized.

Allison Transmission Holdings, Inc.

**Date: March 14, 2014**

**By:** /s/ David S. Graziosi

**Name:** David S. Graziosi

Executive Vice President, Chief Financial Officer &

**Title:** Treasurer