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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):

May 7, 2010

Brush Engineered Materials Inc.

\_\_\_\_\_  
(Exact name of registrant as specified in its charter)

Ohio

001-15885

34-1919973

\_\_\_\_\_  
(State or other jurisdiction  
of incorporation)

\_\_\_\_\_  
(Commission  
File Number)

\_\_\_\_\_  
(I.R.S. Employer  
Identification No.)

6070 Parkland Blvd., Mayfield Hts., Ohio

44124

\_\_\_\_\_  
(Address of principal executive offices)

\_\_\_\_\_  
(Zip Code)

Registrant's telephone number, including area code:

216-486-4200

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:

- ☐ 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.**

Effective May 7, 2010, Brush Engineered Materials Inc. (the "Company") and certain of its subsidiaries entered into an amendment (the "Amendment") of the Credit Agreement, dated as of November 7, 2007, among the Company, the Company's subsidiary, Williams Advanced Materials (Netherlands) B.V., JPMorgan Chase Bank, National Association, as administrative agent for itself and the other lenders party thereto, and the several banks and other financial institutions or entities from time to time party thereto (as amended, the "Credit Agreement").

The Amendment allows the Company and certain of its subsidiaries to obtain additional precious metals and copper through consignment or other financing means. Prior to the Amendment, the Company and its subsidiaries were limited to \$205 million in outstanding precious metals or copper under consignment or other financing facilities at any one time. With the Amendment, that limitation has been increased to \$235 million, giving the Company and its subsidiaries greater flexibility to react to fluctuations in precious metals and copper prices and to meet the needs of their customers.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which has been filed as an exhibit hereto and incorporated herein by this reference.

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**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.

Brush Engineered Materials Inc.

*May 11, 2010*

*By: /s/ Michael C. Hasychak*

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*Name: Michael C. Hasychak*

*Title: Vice President, Treasurer & Secretary*

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Exhibit Index

Exhibit No.	Description
99.1	Amendment No. 3 to Credit Agreement dated May 7, 2010

AMENDMENT NO. 3  
Dated as of May 7, 2010  
to  
CREDIT AGREEMENT  
Dated as of November 7, 2007

THIS AMENDMENT NO. 3 (“Amendment”) is made as of May 7, 2010 by and among Brush Engineered Materials Inc. (the “Company”), the Foreign Subsidiary Borrowers from time to time party thereto (together with the Company, the “Borrowers”), the financial institutions listed on the signature pages hereof and JPMorgan Chase Bank, National Association, as Administrative Agent (the “Administrative Agent”), under that certain Credit Agreement dated as of November 7, 2007 by and among the Borrowers, the Lenders and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Company has requested that the Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement;

WHEREAS, the Lenders party hereto and the Administrative Agent have agreed to such amendments on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent have agreed to enter into this Amendment.

1. Amendments to Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

(a) The definition of “Consolidated Funded Debt” set forth in Article 1 of the Credit Agreement is amended to delete the reference to “\$205,000,000” therein and to substitute “\$235,000,000” therefor.

(b) The definition of “Permitted Precious Metals Agreements” set forth in Article 1 of the Credit Agreement is amended to delete the reference to “\$205,000,000” therein and to substitute “\$235,000,000” therefor.

(c) Clause (h) of Section 6.01 of the Credit Agreement is amended to delete the reference to “\$205,000,000” therein and to substitute “\$235,000,000” therefor.

2.

Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that (a) the Administrative Agent shall have received (i) counterparts of this Amendment duly executed by the Borrowers, the Required Lenders and the Administrative Agent, (ii) counterparts of the Consent and Reaffirmation attached hereto as Exhibit A duly executed by the Subsidiary Guarantors and (iii) for the account of each Lender which delivers its executed signature page hereto by such time as is requested by the Administrative Agent, an amendment fee in an amount specified by the Administrative Agent to the Lenders and (b) the Company shall have paid, to the extent invoiced, all out-of-pocket expenses of the Administrative Agent (including reasonable attorneys’ fees and expenses) in connection with this Amendment and the other Loan Documents.

3. Representations and Warranties of the Borrowers. Each Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement, as amended hereby, constitute legal, valid and binding obligations of such Borrower and are enforceable against such Borrower in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof and giving effect to the terms of this Amendment, (i) no Default shall have occurred and be continuing and (ii) the representations and warranties of the Borrowers set forth in the Credit Agreement, as amended hereby, are true and correct as of the date hereof.

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Except as specifically amended above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

BRUSH ENGINEERED MATERIALS INC., as the Company

By: /s/ Michael C. Hasychak  
Name: Michael C. Hasychak  
Title: Vice President, Treasurer & Secretary

WILLIAMS ADVANCED MATERIALS  
(NETHERLANDS) B.V., as the Dutch Borrower

By: /s/ Cynthia Friedman  
Name: Cynthia Friedman  
Title: Class A Director

By: /s/ James P. Marrotte  
Name: James P. Marrotte  
Title: Class A Director

By: /s/ Roland van de Paverd  
Name: Roland van de Paverd  
Title: Class B Director

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, individually as a

Lender, as Swingline Lender, as Issuing Bank and as Administrative Agent

By: /s/ William P. McGreehan  
Name: William P. McGreehan  
Title: Senior Vice President

FIFTH THIRD BANK, individually as a Lender and as

Co-Syndication Agent

By: /s/ Martin H. McGinty  
Name: Martin H. McGinty  
Title: Vice President

BANK OF AMERICA, N.A., individually as a Lender and as

Co-Syndication Agent

By: /s/ Kenneth G. Wood  
Name: Kenneth G. Wood  
Title: Senior Vice President

RBS CITIZENS, NATIONAL ASSOCIATION, individually as a Lender and as Co-Documentation Agent

By: /s/ Patrick F. Dunphy  
Name: Patrick F. Dunphy  
Title: Senior Vice President

KEYBANK NATIONAL ASSOCIATION, individually as a Lender and as

Co-Documentation Agent

By: /s/ Marcel Fournier  
Name: Marcel Fournier  
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as a Lender

By: /s/ Jason W. Sutton  
Name: Jason W. Sutton  
Title: Vice President

#### EXHIBIT A CONSENT AND REAFFIRMATION

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 3 to the Credit Agreement dated as of November 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Brush Engineered Materials Inc. (the “Company”), the Foreign Subsidiary Borrowers from time to time party thereto (together with the Company, the “Borrowers”), the financial institutions from time to time party thereto (the “Lenders”) and JPMorgan Chase Bank, National Association, as Administrative Agent (the “Administrative Agent”), which Amendment No. 3 is dated as of May 7, 2010 (the “Amendment”). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by the Administrative Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Subsidiary Guaranty, the Security Agreement and any other Loan Document executed by it and acknowledges and agrees that such agreements and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

Dated: May 7, 2010

[Signature Page Follows]

BRUSH ENGINEERED MATERIALS INC. BRUSH W  
By: /s/ Michael C. Hasychak

ELLMAN INC.  
By: /s/ Michael C. Hasychak

Name: Michael C. Hasychak  
Title: Vice President, Treasurer & Secretary  
BRUSH RESOURCES INC.  
By: /s/ Michael C. Hasychak  
Name: Michael C. Hasychak  
Title: Treasurer  
TECHNICAL MATERIALS, INC.  
By: /s/ Michael C. Hasychak  
Name: Michael C. Hasychak  
Title: Vice President, Treasurer & Secretary

Name: Michael C. Hasychak  
Title: Vice President, Treasurer & Secretary  
WILLIAMS ADVANCED MATERIALS INC.  
By: /s/ Michael C. Hasychak  
Name: Michael C. Hasychak  
Title: Vice President, Treasurer & Secretary