
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):

August 24, 2012

Materion Corporation

(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.

On August 24, 2012, Materion Corporation (the "Company") entered into an amendment (the "Amendment") to its \$55 million Consignment Agreement, dated as of October 2, 2009, among the Company, certain of its subsidiaries, Canadian Imperial Bank of Commerce, and CIBC World Markets, Inc. (the "Metals Agreement"). The Amendment extends the maturity date under the Metals Agreement through September 30, 2013.

The Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the document, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

10.1 Amendment No. 7 to Consignment Agreement, dated as of August 24, 2012.

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.

Materion Corporation

August 31, 2012

By: Michael C. Hasychak

Name: Michael C. Hasychak

Title: Vice President, Secretary and Treasurer

Exhibit Index

Exhibit No.	Description
10.1	7th Amendment to Consignment Agreement dated August 24, 2012.

AMENDMENT NO. 7 TO CONSIGNMENT AGREEMENT

THIS AMENDMENT NO. 7

TO CONSIGNMENT AGREEMENT (this “**Amendment**”) is made as of August 24, 2012, by and among CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank (the “**PM Lender**”); CIBC WORLD MARKETS INC., an Ontario corporation and subsidiary of the PM Lender (the “**Copper Lender**” and together with the PM Lender, the “**Metal Lenders**”); MATERION CORPORATION (f/k/a Brush Engineered Materials Inc.), an Ohio corporation (“**BEM**”); MATERION ADVANCED MATERIALS TECHNOLOGIES AND SERVICES INC. (f/k/a Williams Advanced Materials Inc.), a New York corporation (“**WAM**”); MATERION TECHNICAL MATERIALS INC. (f/k/a Technical Materials, Inc.), an Ohio corporation (“**TMI**”); MATERION BRUSH INC. (f/k/a Brush Wellman Inc.), an Ohio corporation (“**BWI**”); MATERION TECHNOLOGIES INC. (f/k/a Zentrix Technologies Inc.), an Arizona corporation (“**ZTI**”); MATERION BREWSTER LLC (f/k/a Williams Acquisition, LLC), a New York limited liability company d/b/a Pure Tech (“**Pure Tech**”); MATERION PRECISION OPTICS AND THIN FILM COATINGS CORPORATION (f/k/a Thin Film Technology, Inc.), a California corporation (“**TFT**”); MATERION LARGE AREA COATINGS LLC (f/k/a Techni-Met, LLC), a Delaware limited liability company (“**TML**”); MATERION ADVANCED MATERIALS TECHNOLOGIES AND SERVICES CORP. (f/k/a Academy Corporation), a New Mexico corporation (“**AC**”); MATERION ADVANCED MATERIALS TECHNOLOGIES AND SERVICES LLC (f/k/a Academy Gallup, LLC), a New Mexico limited liability company (“**AG**”); and such other Subsidiaries of BEM who may from time to time become parties by means of their execution and delivery with the Metal Lender of a Joinder Agreement under the Precious Metals Agreement (as defined below). BEM, WAM, TMI, BWI, ZTI, Pure Tech, TFT, TML, AC, AG and such Subsidiaries are herein sometimes referred to collectively as the “**Customers**” and each individually as a “**Customer**”.

WITNESSETH:

WHEREAS, the Metal Lenders and the Customers are parties to a certain Consignment Agreement, dated as of October 2, 2009, as amended by that certain (i) Amendment No. 1 to Consignment Agreement, dated as of March 10, 2010, (ii) Omnibus Amendment to Metal Documents, dated as of June 10, 2010, (iii) Amendment No. 3 to Consignment Agreement, dated as of September 30, 2010, (iv) Amendment No. 4 to Consignment Agreement, dated as of November 10, 2010, (v) Amendment No. 5 to Consignment Agreement, dated as of March 7, 2011, and (vi) Amendment No. 6 to Consignment Agreement, dated as of September 13, 2011 (as amended, the “**Consignment Agreement**”); and

WHEREAS, the parties hereto desire to amend the Consignment Agreement as set forth herein;

NOW, THEREFORE, for value received and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Initially capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Consignment Agreement.

2. Amendments.

(a) The definition of “Maturity Date” appearing in Section 1 of the Consignment Agreement is hereby amended and restated in its entirety to read as follows:

“**Maturity Date**” means September 30, 2013. Any obligations of the Customers under this Agreement that are not paid when due on or before the Maturity Date shall remain subject to the provisions of this Agreement until all Obligations are paid and performed in full.

(b) Section 2.6 of the Consignment Agreement is hereby amended and restated in its entirety to read as follows:

Section 2.6 Inability to Determine Fixed Consignment Fee.

In the event, prior to the commencement of any Fixed Rate Period relating to any Fixed Rate Consignment, the applicable Metal Lender shall determine in good faith that adequate and reasonable methods do not exist for ascertaining the Fixed Consignment Fee that would otherwise determine the Fixed Rate Consignment during any Fixed Rate Period, the applicable Metal Lender shall forthwith give notice of such determination (which shall be conclusive and binding on the Customer) to the Customer. In such event, (a) any request for a Fixed Rate Consignment shall be automatically withdrawn and shall be deemed a request for a Floating Rate Consignment; (b) each Fixed Rate Consignment will automatically on the last day of the then current Fixed Rate Period thereof, become a Floating Rate Consignment; and (c) the obligations of the applicable Metal Lender to make Fixed Rate Consignments shall be suspended until the circumstances giving rise to such suspension no longer exist, whereupon the applicable Metal Lender shall so notify the Customers.

(c) Section 9.1(c) of the Consignment Agreement is hereby amended and restated in its entirety to read as follows:

(c) concurrently with any delivery of financial statements under **Section 9.1(a)** or **9.1(b)** above, a certificate of an executive officer of Materion (i) showing the calculations necessary to determine compliance with this Agreement, and (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(d) Section 9.3 of the Consignment Agreement is hereby amended and restated in its entirety to read as follows:

Section 9.3 **Notices.**

Each Customer through the Customer Agent, will give prompt notice in writing to the Metal Lenders of:

(a) the occurrence of any Default; (b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or governmental authority against or affecting any Customer that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect; (c) any Lien (other than Permitted Metal Liens) attaching or asserted against any material portion of the Collateral; (d) any loss, damage, or destruction to the Collateral in the amount of \$500,000 or more, whether or not covered by insurance; (e) the occurrence of any "Default" under the Senior Credit Agreement or any "Event of Default" under any Permitted Metals Agreement which is subject to the Metal Intercreditor Agreement; (f) the occurrence of any "Default" or "Event of Default" under any other Permitted Metal Agreement not described in the preceding clause (e) which has resulted in the exercise or commencement of any creditor remedies thereunder against Metal in the possession, custody or control of any Customer; (g) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect; and (h) any amendment, supplement or restatement of the Senior Credit Agreement, together with a copy thereof. Each notice delivered under this **Section 9.3** shall be accompanied by a statement of an executive officer of BEM setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

(e) **Section 9.21** of the Consignment Agreement is hereby amended by (i) adding (a) immediately prior to the existing paragraph and (ii) adding the following new clauses:

(b) No Customer shall obtain Metal on a secured basis (whether styled as a consignment, loan, conditional sale or other secured financing) from any supplier, lender, consignor or financial institution other than the Metal Lenders unless (i) no Metal is outstanding on Consignment to any Customer under **Section 2** hereof, or (ii) such other supplier, lender, consignor or financial institution executes and delivers to the Collateral Agent a counterpart or joinder to the Metal Intercreditor Agreement in form and substance acceptable to the Collateral Agent.

(c) For the avoidance of doubt, each Customer shall be entitled to (i) purchase Metal for cash from any Person, (ii) enter into hedging transactions with any Person, and (iii) enter into Client-Customer Arrangements in the ordinary course of such Customer's business.

3. Representations and Warranties. To induce the Metal Lenders to enter into this Amendment, each Customer

hereby represents and warrants to the Metal Lenders that: (a) such Customer has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to fulfill its obligations hereunder and to consummate the transactions contemplated hereby; (b) the making and performance by such Customer of this Amendment do not and will not violate any law or regulation of the jurisdiction of its organization or any other law or regulation applicable to it; (c) this Amendment has been duly executed and delivered by such Customer and constitutes the legal, valid and binding obligation of such Customer, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and except as the same may be subject to general principles of equity; and (d) on and as of the date hereof, after giving effect to this Amendment, no Default or Event of Default exists under the Consignment Agreement.

4. Governing Law . This Amendment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

5. Integration of Amendment into Consignment Agreement . The Consignment Agreement, as amended hereby, together with the other Metal Documents, is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by the Consignment Agreement. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by the Consignment Agreement, as amended hereby, and no party is relying on any promise, agreement or understanding not set forth in the Consignment Agreement, as amended hereby. The Consignment Agreement, as amended hereby, may not be amended or modified except by a written instrument describing such amendment or modification executed by the Customers and the Metal Lenders. The parties hereto agree that this Amendment shall in no manner affect or impair the liens and security interests evidenced or granted by the Consignment Agreement or in connection therewith. Except as amended hereby, the Consignment Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed.

6. Expenses . The Customers covenant and agree jointly and severally to pay all reasonable out-of-pocket expenses, costs and charges incurred by the Metal Lenders (including reasonable fees and disbursement of counsel) in connection with the review and implementation of this Amendment.

7. Signatures . This Amendment may be executed by the parties hereto in several counterparts hereof and by the different parties hereto on separate counterparts hereof, each of which shall be an original and all of which shall together constitute one and the same agreement. Delivery of an executed signature page of this Amendment by electronic transmission shall be effective as an in hand delivery of an original executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed by their duly authorized officers as of the date first written above.

CUSTOMERS:

MATERION CORPORATION

By: /s/ Michael C. Hasychak

Michael C. Hasychak

Vice President, Treasurer and Secretary

MATERION TECHNICAL MATERIALS INC.

By: /s/ Michael C. Hasychak

Michael C. Hasychak

Vice President, Treasurer and Secretary

MATERION TECHNOLOGIES INC.

By: /s/ Michael C. Hasychak

Michael C. Hasychak

Chief Financial Officer and Secretary

MATERION PRECISION OPTICS AND THIN FILM
COATINGS CORPORATION

By: /s/ Gary W. Schiavoni

MATERION ADVANCED MATERIALS
TECHNOLOGIES

AND SERVICES INC.

By: /s/ Michael C. Hasychak

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Michael C. Hasychak

Vice President, Treasurer and Secretary

MATERION BRUSH INC.

By: /s/ Michael C. Hasychak

Michael C. Hasychak

Vice President, Treasurer and Secretary

MATERION BREWSTER LLC

By: /s/ Michael C. Hasychak

Michael C. Hasychak

Treasurer

MATERION LARGE AREA COATINGS LLC

By: /s/ Gary W. Schiavoni

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Gary W. Schiavoni

Asst. Secretary and Asst. Treasurer

Gary W. Schiavoni
Secretary
MATERION ADVANCED MATERIALS
TECHNOLOGIES
AND SERVICES CORP.
By: /s/ Richard W. Sager
Richard W. Sager
President

METAL LENDERS:
CANADIAN IMPERIAL BANK OF COMMERCE
By: /s/ Eoin Roche
Name: Eoin Roche

Title: Executive Director

MATERION ADVANCED MATERIALS
TECHNOLOGIES
AND SERVICES LLC

By: /s/ Richard W. Sager

Richard W. Sager
Manager

CIBC WORLD MARKETS INC.
By: /s/ Eoin Roche
Name: Eoin Roche

Title: Executive Director
