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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):

October 17, 2011

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.**

Effective October 17, 2011, Materion Corporation (the "Company") and certain of its subsidiaries entered into an amendment (the "Amendment") to their precious metals consignment agreement with The Bank of Nova Scotia (the "Consignment Agreement"), which is the Company's largest precious metals facility. The Amendment modifies the Consignment Agreement to increase the value of available precious metals thereunder from \$175 million to \$200 million.

**Item 9.01 Financial Statements and Exhibits.**

10.1 Amendment No. 3 to Third Amended and Restated Precious Metals Agreement, effective as of October 17, 2011.

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 Amendment, which is incorporated herein by 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.

Materion Corporation

*October 18, 2011*

*By: Michael C. Hasychak*

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*Name: Michael C. Hasychak*

*Title: Vice President, Secretary and Treasurer*

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Exhibit Index

Exhibit No.	Description
10.1	Amendment No. 3 to Third Amended and Restated Precious Metals Agreement, effective as of October 17, 2011.

## AMENDMENT

**NO. 3  
TO  
THIRD AMENDED AND RESTATED PRECIOUS METALS AGREEMENT**

THIS AMENDMENT NO. 3 TO THIRD AMENDED AND RESTATED PRECIOUS METALS AGREEMENT (this “**Amendment**”) is made as of October 17, 2011, by and among THE BANK OF NOVA SCOTIA, a Canadian chartered bank (the “**Metal Lender**”); 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 Lender and the Customers are parties to a certain Third Amended and Restated Precious Metals Agreement, effective as of October 1, 2010, as amended by that certain Amendment No. 1, dated as of March 31, 2011, that certain Amendment No. 2, dated as of August 18, 2011 (as amended, the “**Precious Metals Agreement**”); and

WHEREAS, the parties hereto desire to amend certain provisions of the Precious Metals Agreement as hereinafter provided;

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 amend the Precious Metals Agreement and agree, effective as of the date first written above, as follows:.

1. Amendments.

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

“**Consignment Limit**” means (a) the lesser of: (i) Two Hundred Million Dollars (\$200,000,000); and (ii) the value (as determined in accordance with **Section 2.2** hereof) of the Customers’ Inventory of Precious Metal (including any Precious Metal obtained or, at the time of determination, proposed to be obtained, by a Customer pursuant to this Agreement) at Approved Locations or in transit between any Approved Locations which is (A) not outstanding on consignment, loan or lease to the Customers from Approved Consignors under Permitted Precious Metals Agreements, and (B) is free and clear of all Liens other than Permitted Metal Liens, minus (b) the Gold Loan Facility Indebtedness.

(b) The definition of “Gold Loan Limit” appearing in Section 1 of the Precious Metals Agreement is hereby

amended and restated in its entirety to read as follows:

“ **Gold Loan Limit** ” means the lesser of (a) the value (as determined in accordance with **Section 2.2** hereof) of 23,781 fine troy ounces of Gold, and (b) Two Hundred Million Dollars (\$200,000,000), minus the Consignment Facility Indebtedness.

(c) Schedule 1 (Approved Locations) to the Precious Metals Agreement is hereby amended by adding the following company and location as an Approved Subconsignee and Approved Subconsignment Location, respectively, under the applicable heading:

Cree, Inc.  
4600 Silicon Drive  
Durham, North Carolina 27703

(d) Schedule 1 (Approved Locations) to the Precious Metals Agreement is hereby amended by adding the following location as an Approved Foreign Location under the applicable heading:

Materion Advanced Materials Technologies and Services Far East Pte. Ltd.  
28 Woodlands Loop #01-00  
Singapore 738308

2. Representations and Warranties . To induce the Metal Lender to enter into this Amendment, each Customer hereby represents and warrants to the Metal Lender 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 Precious Metals Agreement.

3. 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.

4. Integration . The Precious Metals Agreement, as amended hereby, together with the other Precious Metal Documents, is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by the Precious Metals Agreement. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by the Precious Metals Agreement, as amended hereby, and no party is relying on any promise, agreement or understanding not set forth in the Precious Metals Agreement, as amended hereby. The Precious Metals 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 Lender. The parties hereto agree that this Amendment shall in no manner affect or impair the liens and security interests evidenced or granted by the Precious Metals Agreement or in connection therewith.

5. Ratification . Except as amended hereby, the Precious Metals Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed.

6. 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.

[Signature Page Follows] 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

Gary W. Schiavoni

Secretary

**MATERION ADVANCED MATERIALS  
TECHNOLOGIES  
AND SERVICES CORP.**

By: /s/ Richard W. Sager

Richard W. Sager

President

**METAL LENDER:**

**THE BANK OF NOVA SCOTIA**

By: /s/ Bimal Das

Name: Bimal Das

Title: Director

**MATERION ADVANCED MATERIALS**

**TECHNOLOGIES**

**AND SERVICES INC.**

By: /s/ Michael C. Hasychak

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

Gary W. Schiavoni

Asst. Secretary and Asst. Treasurer

**MATERION ADVANCED MATERIALS**

**TECHNOLOGIES**

**AND SERVICES LLC**

By: /s/ Richard W. Sager

Richard W. Sager

Manager

By: /s/ Sangeeta Shah

Name: Sangeeta Shah

Title: Associate Director