

FORM 8-K

Date of Report (Date of earliest event reported): June 10, 2024

91360-23
(Zip Code)

Not Applicable
(Former name or former address, if changed since last report)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 101(b) of the Securities Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.**Second Amended and Restated Credit Agreement**

On June 10, 2024, Teledyne Technologies Incorporated (“Teledyne”), as borrower and guarantor, and certain of its foreign subsidiaries, as designated borrowers, and its subsidiary Teledyne FLIR, LLC, as subsidiary guarantor, entered into a Second Amended and Restated Credit Agreement (the “Second Amended and Restated Credit Agreement”) which amends and restates in its entirety Teledyne’s Amended and Restated Credit Agreement dated as of October 26, 2021, as amended by that certain First Amendment to Credit Agreement dated as of October 26, 2021 and that certain Second Amendment to Credit Agreement dated as of April 26, 2023 (the “Prior Credit Agreement”).

Pursuant to the Second Amended and Restated Credit Agreement, (i) the lenders thereunder have committed to provide revolving loans, including revolving loans to repay swing line loans made thereunder by the Swing Line Lender (as defined therein), and/or to reimburse draws under letters of credit issued thereunder by the L/C Issuer (as defined therein) in an aggregate amount of up to \$1,200,000,000, (ii) the L/C Issuer will issue such letters of credit in an aggregate face amount up to \$500,000,000, and (iii) the Swing Line Lender will make such swing line loans in an aggregate amount up to \$10,000,000.

Loans made under the Second Amended and Restated Credit Agreement mature on June 10, 2029. Interest on the loans made under the Second Amended and Restated Credit Agreement is substantially the same as the interest on the loans made under the Prior Credit Agreement.

Interest accrues on the loans made under the Second Amended and Restated Credit Agreement at variable rates, at the borrower’s option based on (i) for loans denominated in U.S. dollars, either the then applicable Term SOFR Rate, the Base Rate, and (ii) for loans denominated in an Alternative Currency, either the then applicable Alternative Currency Term Rate or Alternative Currency Daily Rate (each capitalized term in clauses (i) and (ii) as defined in the Second Amended and Restated Credit Agreement), plus, in each case, an applicable margin based on the then published credit ratings for Teledyne’s long-term, unsecured, no-credit enhanced indebtedness from certain ratings agencies, as determined by reference to a grid provided in the definition therein for the Applicable Rate.

Teledyne Netherlands B.V. and Teledyne Digital Imaging, Inc., each of which is a subsidiary of Teledyne, are designated borrowers under the Second Amended and Restated Credit Agreement with the right to request that the lenders advance revolving loans thereunder directly to such designated borrower. Teledyne has guaranteed the obligations of each such designated borrower. Teledyne FLIR, LLC, a subsidiary of Teledyne, is a subsidiary guarantor of Teledyne’s obligations under the Second Amended and Restated Credit Agreement.

The Second Amended and Restated Credit Agreement contains customary representations, covenants and events of default that are substantially similar to the representations, covenants and events of default set forth in the Prior Credit Agreement.

A copy of the Second Amended and Restated Credit Agreement is attached to this Report as Exhibit 10.1 and is incorporated herein by reference.

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

The information set forth above in Item 1.01 is hereby incorporated into this item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

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| Exhibit 10.1 | Second Amended and Restated Credit Agreement, dated as of June 10, 2024, by and among the Company, as borrower, and its subsidiaries, as guarantors, the designated borrowers party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent, swing line lender and L/C issuer. |
| Exhibit 104 | Cover Page Interactive Data File (embedded within the Inline XBRL Document) |

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused
be signed on its behalf by the undersigned hereunto duly authorized.

TELEDYNE TECHNOLOGIE
INCORPORATED

By: /s/ Melanie S. Cibik
Melanie S. Cibik
Executive Vice President, G
Chief Compliance Officer and
Dated: June 11, 2024