
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): April 5, 2013

Kennametal Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of incorporation)

1-5318
(Commission File Number)

25-0900168
(IRS Employer Identification No.)

**World Headquarters
1600 Technology Way
P.O. Box 231
Latrobe, Pennsylvania**
(Address of principal executive offices)

15650-0231
(Zip code)

**Registrant's telephone number, including area code:
(724) 539-5000**

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))
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Item 1.01 Entry into a Material Definitive Agreement

On April 5, 2013, Kennametal Inc. (the “Company”) and Kennametal Europe GmbH, a Switzerland limited liability company and wholly-owned foreign subsidiary of the Company (“Kennametal Europe”) entered into that certain Amendment No. 2 to the Third Amended and Restated Credit Agreement (the “Amendment”) with Bank of America N.A., London Branch (as Euro Swingline Lender), Bank of America, N.A. (as Administrative Agent, Issuing Lender and Swingline Lender) and the Lenders from time to time party thereto. Unless otherwise defined herein, capitalized terms used herein have the meaning ascribed to them in the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

The Amendment amends the Company’s Third Amended and Restated Credit Agreement dated as of June 25, 2010 (the “Original Credit Agreement”), among the Company, Kennametal Europe, Bank of America, N.A., London Branch (as Euro Swingline Lender), PNC Bank, National Association and JPMorgan Chase Bank, N.A. (as Co-Syndication Agents), Citizens Bank of Pennsylvania and Bank of Tokyo-Mitsubishi UFJ Trust Company (as Co-Documentation Agents), Bank of America, N.A. (as the Administrative Agent), and the other lenders identified therein, as amended by that certain Amendment No. 1 to the Third Amended and Restated Credit Agreement, dated as of October 21, 2011 (“Amendment No. 1”), among the Company, Kennametal Europe, Bank of America, N.A., London Branch (as Euro Swingline Lender), Bank of America, N.A. (as Administrative Agent, Issuing Lender and Swingline Lender) and the several banks and other financial institutions or entities from time party thereto (the Original Credit Agreement, as amended by Amendment No. 1, the “Credit Agreement”). The Credit Agreement was set to terminate on October 21, 2016.

The Amendment amends the Credit Agreement by amending the definition of Eurocurrency Base Rate, extending the term of the Credit Agreement to April 5, 2018, and by making other conforming changes to the Credit Agreement to reflect these amendments. The Amendment also provides for an updated Schedule of the individual lenders commitments to the Credit Agreement. Except as expressly provided in the Amendment, all of the terms, conditions and provisions of the Credit Agreement and other Loan Documents remain unchanged.

In addition to the Amendment, the Company and certain of its subsidiaries have and in the future may from time to time engage in ordinary course banking and financial activities with some of the lenders party to the Amendment (or their affiliates) and pay fees to such persons. Similarly, as described in the Company’s Annual Report on Form 10-K for the year ended June 30, 2012, the Company and certain of its subsidiaries have in the past entered and may enter into foreign currency and interest rate hedging arrangements with counterparties. Existing counterparties include and future counterparties may include one or more of the lenders party to the Amendment (or their affiliates).

The foregoing description of the Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached hereto as Exhibit 10.1.

The Amendment is being filed herewith solely to provide investors and security holders with information regarding its terms. It is not intended to be a source of financial, business or operational information about the Company or any of its subsidiaries or affiliates. The representations, warranties and covenants contained in the Amendment are made solely for purposes of the Amendment and are

made as of specific dates; are solely for the benefit of the parties; may be subject to qualifications and limitations agreed upon by the parties in connection with negotiating the terms of the Amendment, including being qualified by confidential disclosures made for the purpose of allocating contractual risk between the parties instead of establishing matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or security holders. Investors and security holders should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Amendment, which subsequent information may or may not be fully reflected in public disclosures.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1 Amendment No. 2, dated as of April 5, 2013, to the Third Amended and Restated Credit Agreement by and among Kennametal Inc., Kennametal Europe GmbH, Bank of America, N.A., Bank of America N.A., London Branch, PNC Bank, National Association, JPMorgan Chase Bank, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citizens Bank of Pennsylvania, Mizuho Corporate Bank, Ltd., HSBC Bank USA, N.A., U.S. Bank National Association, Commerzbank AG, New York and Grand Cayman Branches, The Huntington National Bank, Compass Bank and First Commonwealth Bank.

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.

KENNAMETAL INC.

Date: April 9, 2013

By: /s/ Kevin G. Nowe

Kevin G. Nowe

Vice President, Secretary and General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2, dated as of April 5, 2013, to the Third Amended and Restated Credit Agreement by and among Kennametal Inc., Kennametal Europe GmbH, Bank of America, N.A., Bank of America N.A., London Branch, PNC Bank, National Association, JPMorgan Chase Bank, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citizens Bank of Pennsylvania, Mizuho Corporate Bank, Ltd., HSBC Bank USA, N.A., U.S. Bank National Association, Commerzbank AG, New York and Grand Cayman Branches, The Huntington National Bank, Compass Bank and First Commonwealth Bank.

AMENDMENT NO. 2
to the
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This AMENDMENT NO. 2, dated as of April 5, 2013 (the "Amendment"), to the THIRD AMENDED AND RESTATED CREDIT AGREEMENT is by and among (a) KENNAMETAL INC., a Pennsylvania corporation (the "Company"), (b) KENNAMETAL EUROPE GMBH, a limited liability company organized under the laws of Switzerland and a wholly-owned Foreign Subsidiary of the Company (the "Foreign Borrower"; and together with the Company, collectively, the "Borrowers"), (c) the several banks and other financial institutions or entities from time to time party to the Credit Agreement referred to below (the "Lenders"), BANK OF AMERICA, N.A., LONDON BRANCH, as Euro Swingline Lender, and (e) BANK OF AMERICA, N.A., as administrative agent for the Lenders (the "Administrative Agent").

WHEREAS, the Borrowers, the Lenders, and the Administrative Agent are parties to that certain Third Amended and Restated Credit Agreement dated as of June 25, 2010 (as amended and in effect from time to time, the "Credit Agreement"); capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement);

WHEREAS, the Borrowers have requested that the Administrative Agent and the Lenders amend certain of the terms and provisions of the Credit Agreement;

WHEREAS, the Administrative Agent and the Lenders have agreed, subject to the terms and conditions set forth herein, to so amend those certain terms and provisions of the Credit Agreement, and in connection with such amendment, that certain Lender(s) will terminate their Commitments ("Exiting Lenders") and certain other Lenders may increase their commitments, and certain new Lender(s) will join the Credit Agreement as Lender(s) ("Joining Lender(s)").

NOW, THEREFORE, the Borrowers, the Lenders, and the Administrative Agent hereby agree as follows:

1. Amendment to Credit Agreement. The Credit Agreement is hereby amended as follows:

(a) Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended by restating the definition set forth below in its entirety as follows:

"Termination Date": April 5, 2018.

(b) The definition of "Eurocurrency Base Rate" in Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended by inserting the following clause immediately before the parenthetical ("BBA LIBOR") in such definition:

"or the successor thereto if the British Bankers Association is no longer making a LIBOR rate available"

(c) The Credit Agreement is hereby amended by deleting the existing Schedule 1.1 to the Credit Agreement in its entirety and substituting in lieu thereof an updated Schedule 1.1 (Commitments) to the Credit Agreement as attached hereto as Annex A.

2. Conditions to Effectiveness. This Amendment shall become effective as of the date first written above upon the satisfaction of the following conditions precedent on or prior to April 5, 2013:

Agent: (a) Documentation. The Administrative Agent shall have received all of the following, in form and substance satisfactory to Administrative Agent:

(i) duly executed and delivered counterparts of this Amendment (including the Ratification of Obligations attached hereto) by the Borrowers, the Guarantors, the Administrative Agent and each of the Lenders;

(ii) a certificate of the authorized officer of each Borrower and each Guarantor, dated as of the date hereof, substantially in the form of Exhibit B attached hereto;

(iii) a joinder to the Credit Agreement duly executed and delivered by each Joining Lender, substantially in the form of Exhibit C attached hereto;

(iv) favorable legal opinions addressed to the Lenders and the Administrative Agent, dated as of the date hereof, in form and substance satisfactory to the Administrative Agent from (i) Buchanan Ingersoll & Rooney PC, counsel to the Company and the Subsidiary Guarantors and (ii) CMS von Erlach Henrici, counsel to the Kennametal Europe GmbH, as a Foreign Borrower, provided that the above referenced opinion of CMS von Erlach Henrici may be delivered at a date no more than thirty (30) days after the date hereof, and no Loans may be advanced or Letters of Credit issued to any Foreign Borrower prior to the delivery of such opinion;

(v) an amended and restated Note executed and delivered by the Borrower for each Lender who has increased its Commitment, if such Lender requested a Note pursuant to Section 2.32 of the Credit Agreement; and

(vi) a Note executed and delivered by the Borrower for each Joining Lender, if such Lender requests a Note pursuant to Section 2.32 of the Credit Agreement.

(b) No Default. On the date hereof and after giving effect to this Amendment, no event shall have occurred and be continuing that would constitute a Default or an Event of Default.

(c) Payment of Exiting Lenders. All amounts owing to the Exiting Lender(s) in respect of their Loans shall have been paid in full.

(d) Fees and Expenses. The Administrative Agent, for the account of the Persons entitled thereto, shall have received payment by the Borrowers of the fees referenced in the fee letter dated as of March 13, 2013 among the Administrative Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Borrowers, and all other fees and reasonable expenses that are due and payable on or prior to the date hereof (including, without limitation, legal fees that have been previously invoiced to the Borrowers);

3. Affirmation of the Borrowers and the Subsidiary Guarantor. Each of the Borrowers hereby affirms its absolute and unconditional promise to pay to each Lender, each Multicurrency Lender, each Issuing Lender, the Swingline Lender, the Euro Swingline Lender and the Administrative Agent its Loans, its Multicurrency Loans, its L/C Obligations and all other amounts due from it under the Notes, the Credit Agreement as amended hereby and the other Loan Documents, at the times and in the amounts provided for therein. The Company hereby affirms its guaranty of the Foreign Obligations in accordance with Section 2.34 of the Credit Agreement. The Subsidiary Guarantor hereby affirms its guaranty of the Obligations (as defined in the Guarantee) in accordance with the provisions of the Guarantee. Each of the

Borrowers and the Subsidiary Guarantor confirms and agrees that all references to the term "Credit Agreement" in the other Loan Documents shall hereafter refer to the Credit Agreement as amended hereby.

4. Representations and Warranties. Each of the Borrowers hereby represents and warrants to the Administrative Agent and each Lender that:

(a) Representations and Warranties in Credit Agreement. The representations and warranties of the Group Members contained in the Credit Agreement, as amended hereby, are true and correct on the date hereof (except to the extent of changes resulting from transactions contemplated or permitted by this Credit Agreement and the other Loan Documents and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, and to the extent that such representations and warranties relate expressly to an earlier date, which representations were true and correct as of such date); and no Default or Event of Default has occurred and is continuing.

(b) Authority, No Conflicts, Etc. The execution, delivery and performance of this Amendment and all related documents and the consummation of the transactions contemplated hereby and thereby (i) are within the corporate (or the equivalent company) authority of each Loan Party, (ii) have been duly authorized by all necessary corporate (or the equivalent company) proceedings, (iii) do not and will not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which any Loan Party is subject or any judgment, order, writ, injunction, license or permit applicable to any Loan Party and (iv) do not conflict with any provision of the constitutive documents of, or any other agreement or other instrument binding upon, such Loan Party.

(c) Enforceability of Obligations. This Amendment, the Notes, the other Loan Documents, and the Credit Agreement as amended hereby constitute the legal, valid and binding obligations of each Loan Party party thereto, enforceable against such Loan Party party thereto, in accordance with their respective terms, except as limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in equity or at law), and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

5. No Other Amendments. Except as expressly provided in this Amendment, all of the terms, conditions and provisions of the Credit Agreement and the other Loan Documents shall remain the same. It is declared and agreed by each of the parties hereto that the Credit Agreement, as amended hereby, shall continue in full force and effect, and that this Amendment and the Credit Agreement shall be read and construed as one instrument.

6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Delivery of an executed signature page of this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

7. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8. Submission To Jurisdiction; Waivers. Each Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Amendment and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected (i) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Borrower at its address set forth in Section 9.2 of the Credit Agreement or at such other address of which the Administrative Agent shall have been notified pursuant thereto or (ii) through any other manner that complies with the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

9. Headings, etc. Headings or captions used in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

[Reminder of page intentionally left blank]

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

KENNAMETAL INC.

By: /s/ Brian E. Kelly

Name: BRIAN E. KELLY

Title: TREASURER

KENNAMETAL EUROPE GMBH

By: /s/ Gérald Goubau

Name: Gérald Goubau

Title: Managing Director (Chairman)

By: /s/ Patrick S. Watson

Name: Patrick S. Watson

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement]

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

BANK OF AMERICA, N.A., as Lender, Issuing Lender and
Swingline Lender

By: /s/ Kenneth G. Wood

Name: Kenneth G. Wood

Title: SVP

[Signature Page to Amendment No. 2 to Credit Agreement]

BANK OF AMERICA N.A., LONDON
BRANCH, as a Euro Swingline Lender

By: /s/ Joanne Hilliard

Name: JOANNE HILLIARD

Title: VICE PRESIDENT

[Signature Page to Amendment No. 2 to Credit Agreement]

PNC BANK, NATIONAL ASSOCIATION, as an Issuing
Lender and a Lender

By: /s/ David B. Gookin

Name: David B. Gookin

Title: Executive Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

JPMORGAN CHASE BANK, N.A., as an Issuing Lender and a Lender

By: /s/ Deborah R. Winkler

Name: Deborah R. Winkler

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., as a Lender

By: /s/ Ravneet Mumick
Name: Ravneet Mumick
Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement]

CITIZENS BANK OF PENNSYLVANIA, as a
Lender

By: /s/ Curtis C. Hunter III
Name: Curtis C. Hunter III
Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

By: /s/ Leon Mo

Name: Leon Mo

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement]

HSBC BANK USA, N.A., as a Lender

By: /s/ Christopher S Helmeçi

Name: Christopher S Helmeçi

Title: Sr. Relationship Manager

PUBLIC - [Signature Page to Amendment No. 2 to Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION, as a
Lender

By: /s/ Mark Irey

Name: Mark Irey

Title: Assistant Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

COMMERZBANK AG, NEW YORK BRANCH
AND GRAND CAYMAN BRANCHES, as a Lender

By: /s/ Patrick Hartweger
Name: Patrick Hartweger
Title: Managing Director

By: /s/ Matthew Havens
Name: Matthew Havens
Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

By: /s/ W. Christopher Kohler

Name: W. CHRISTOPHER KOHLER

Title: SENIOR VICE PRESIDENT

[Signature Page to Amendment No. 2 to Credit Agreement]

COMPASS BANK, as a Lender

By: /s/ Michael Dixon

Name: Michael Dixon

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

FIRST COMMONWEALTH BANK, as a Lender

By: /s/ Stephen J. Orban

Name: Stephen J. Orban

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement]

[Attached.]

SCHEDULE 1.1

COMMITMENTS

Lender	Commitment
Bank of America, N.A.	\$ 75,000,000.00
PNC Bank, National Association	75,000,000.00
JPMorgan Chase Bank, N.A.	75,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, LTD.	65,000,000.00
Citizens Bank of Pennsylvania	65,000,000.00
Mizuho Corporate Bank, Ltd.	60,000,000.00
HSBC Bank USA, N.A.	45,000,000.00
U.S. Bank National Association	45,000,000.00
Commerzbank AG, New York Branch and Grand Cayman Branches	25,000,000.00
The Huntington National Bank	25,000,000.00
Compass Bank	25,000,000.00
First Commonwealth Bank	20,000,000.00
TOTAL	<u>\$600,000,000.00</u>

MULTICURRENCY SUBCOMMITMENT

Lender	Multicurrency Commitment
Bank of America, N.A.	\$ 37,500,000.00
PNC Bank, National Association	37,500,000.00
JPMorgan Chase Bank, N.A.	37,500,000.00
The Bank of Tokyo-Mitsubishi UFJ, LTD.	32,500,000.00
Citizens Bank of Pennsylvania	32,500,000.00
Mizuho Corporate Bank, Ltd.	30,000,000.00
HSBC Bank USA, N.A.	22,500,000.00
U.S. Bank National Association	22,500,000.00
Commerzbank AG, New York Branch and Grand Cayman Branches	12,500,000.00
The Huntington National Bank	12,500,000.00
Compass Bank	12,500,000.00
First Commonwealth Bank	10,000,000.00
TOTAL	<u>\$300,000,000.00</u>

FORM OF SECOND AMENDMENT CLOSING CERTIFICATE

Pursuant to Section 2(a)(ii) of Amendment No. 2 dated as of April __, 2013 (the "Amendment") to the Third Amended and Restated Credit Agreement, dated as of June 25, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined herein are used herein as defined therein), among Kennametal Inc., a Pennsylvania corporation (the "Company"), and the other Borrowers party thereto, the several Lenders from time to time parties thereto, Bank of America, N.A., London Branch, as Euro Swingline Lender, PNC Bank, National Association and JPMorgan Chase Bank, N.A., as co-syndication agents, Citizens Bank of Pennsylvania and Bank of Tokyo-Mitsubishi UFJ Trust Company as co-documentation agents, Bank of America, N.A., as the administrative agent (in such capacity, the "Administrative Agent") and the other parties thereto, the undersigned [*INSERT TITLE OF OFFICER*] of [*INSERT NAME OF LOAN PARTY*] [the Company] (the "Certifying Loan Party") hereby certifies as follows:

1. The representations and warranties of the Certifying Loan Party set forth in each of the Loan Documents to which it is a party or which are contained in any certificate furnished by or on behalf of the Certifying Loan Party pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.
2. _____ is the duly elected and qualified [Secretary] [Assistant Secretary] of the Certifying Loan Party and the signature set forth for such officer below is such officer's true and genuine signature.
3. No Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect to the Loans to be made on the date hereof and the use of proceeds thereof.
4. The conditions precedent set forth in Section 2 of the Amendment were satisfied as of the date of the Amendment.

The undersigned [Secretary] [Assistant Secretary] of the Certifying Loan Party certifies as follows:

5. There are no liquidation or dissolution proceedings pending or to my knowledge threatened against the Certifying Loan Party, nor has any other event occurred materially adversely affecting or threatening the continued corporate existence of the Certifying Loan Party.
6. The Certifying Loan Party is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization.
7. Attached hereto as Annex 1 is a true and complete copy of resolutions duly adopted by the [Board of Directors] [members] of the [General Partner of the] Certifying Loan Party on _____ and _____; such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect and are the only corporate

proceedings of the Certifying Loan Party now in force relating to or affecting the matters referred to therein.

8. [PICK ONE][The By-Laws or equivalent organizational document of the Certifying Loan Party have not been amended, revoked, supplemented or otherwise modified, since the date on which such By-Laws were delivered to the Administrative Agent on or about June 25, 2010, and such By-Laws are in full force and effect as of the date hereof.][Attached hereto as Annex 2 is a true and complete copy of the By-Laws or equivalent organizational document of the Certifying Loan Party as in effect on the date hereof.]

9. [PICK ONE][The Certificate of Incorporation or equivalent document of the Certifying Loan Party, as certified by the appropriate Governmental Authority, has not been amended, revoked, supplemented or otherwise modified, since the date on which such Certificate of Incorporation was delivered to the Administrative Agent on or about June 25, 2010, and such Certificate of Incorporation is in full force and effect as of the date hereof.][Attached hereto as Annex 3 is a true and complete copy of the Certificate of Incorporation or equivalent organizational document of the Certifying Loan Party as in effect on the date hereof and as certified by the appropriate Governmental Authority.]

10. Attached hereto as Annex 4 is a true and complete copy of the good standing certificate or equivalent documentation from the appropriate Governmental Authority.

[Remainder of this page intentionally left blank]

[TO BE USED IF NEW SIGNATORY TO DOCUMENTS][11. The following persons are now duly elected and qualified officers of the Certifying Loan Party holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Certifying Loan Party each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Certifying Loan Party pursuant to the Loan Documents to which it is a party:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____]

[Signatures follow]

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

Name: _____
Title: _____

Name: _____
Title: _____

Date: April [__], 2013

EXHIBIT C
FORM OF JOINDER AGREEMENT AND AFFIRMATION

This Joinder Agreement and Affirmation (this "Joinder Agreement") is executed and delivered as of April [], 2012, by [] (the "Joining Lender"). The Joining Lender has requested to become a lender under a certain Third Amended and Restated Credit Agreement dated as of June 25, 2010 by and among the Borrower, the Lenders and the Administrative Agent (as amended and in effect from time to time, the "Credit Agreement"). Capitalized terms used by not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

1. Joinder to Credit Agreement. The Joining Lender, by executing and delivering this Joinder Agreement, does hereby join and become a party to the Credit Agreement as a Lender, assuming all of the obligations and liabilities of a Lender thereunder with a Commitment as described in Schedule 1.1 to the Credit Agreement. The Joining Lender hereby agrees to comply with, and be bound by, all of the terms and conditions of the Credit Agreement in all respects as a party thereto, as if the Joining Lender were a signatory thereto as a "Lender". The parties hereto agree that from and after the effectiveness of the Joinder Agreement, the term "Lender" as used in the Credit Agreement shall mean individually the Joining Lender and each other Lender, and collectively, both the Joining Lender and the other Lenders.

2. Effectiveness. This Joinder Agreement shall become effective upon the execution and delivery of this Joinder Agreement by the Joining Lender, the Administrative Agent and the Borrowers, and the effectiveness of that certain Amendment No. 2 to the Credit Agreement.

3. Governing Law. THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Miscellaneous. The undersigned agrees that this Joinder Agreement shall be deemed to be, and is hereby made a part of the Credit Agreement as if set forth therein in full. This Joinder Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Joinder Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Delivery of an executed signature page of this Joinder Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart thereof. Headings or captions used in this Joinder Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed as of the date first written above.

[_____]

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

KENNAMETAL INC., as a Borrower

By: _____
Name:
Title:

KENNAMETAL EUROPE GMBH, as a Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____

Name:

Title: