

Abram Michael R  
Form 4  
June 01, 2018

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
Abram Michael R

(Last) (First) (Middle)  
899 CASSATT ROAD, SUITE 210  
(Street)

BERWYN, PA 19312

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol  
TRIUMPH GROUP INC [TGI]

3. Date of Earliest Transaction  
(Month/Day/Year)  
05/30/2018

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

\_\_\_ Director \_\_\_ 10% Owner  
\_X\_ Officer (give title below) \_\_\_ Other (specify below)

EVP, Product Support

6. Individual or Joint/Group Filing(Check Applicable Line)

\_X\_ Form filed by One Reporting Person  
\_\_\_ Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership Indirect Beneficial Ownership (Instr. 4)
				(A) or (D)	Code V Amount (D) Price		

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1474 (9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security	2. Conversion or Exercise	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any	4. Transaction Code	5. Number of Derivative Securities	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Underlying Securities
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## Edgar Filing: Abram Michael R - Form 4

(Instr. 3)	Price of Derivative Security	(Month/Day/Year)	(Instr. 8)	Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares
Restricted stock units	\$ 0	05/30/2018			A		4,543		(1)	(1)	Common Stock	4,543

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Abram Michael R 899 CASSATT ROAD SUITE 210 BERWYN, PA 19312			EVP, Product Support	

## Signatures

John B. Wright, II, POA for Michael R. Abram	06/01/2018
__Signature of Reporting Person	Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).  
Represents an award of restricted stock units, with restrictions lapsing as to 1/3 of the award on each of the first, second and third (1) anniversaries of the date of grant. Earlier potential lapse of forfeiture events set forth in the Company's Amended and Restated 2013 Equity and Cash Incentive Plan apply to this award.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. 00,000 in term loans denominated in U.S. dollars (the Term Loans). The proceeds of the Term Loans will be used for working capital expenditures and other lawful corporate purposes. As disclosed under Item 1.02 of this Current Report on Form 8-K, on December 19, 2014, proceeds of the Term Loans were used to repay outstanding obligations under, and thereby terminate, the Existing Credit Agreement. The termination of the Existing Credit Agreement was concurrent with, and contingent upon, the effectiveness of the New Senior Term Credit Agreement. The New Senior Term Credit Agreement is guaranteed by each subsidiary of the Company that guarantees (or is otherwise a

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co-obligor of) third party indebtedness in excess of \$350,000,000 of the Company. As of December 19, 2014, no subsidiary of the Company is required to provide a guarantee of the Term Loans, but will automatically do so upon the occurrence of the above. The Term Loans are unsecured.

The Term Loans currently bear interest at LIBOR (determined in accordance with the New Senior Term Credit Agreement) plus 1.375% per annum, if the Company chooses to make LIBOR borrowings, or at a base rate (determined in accordance with the New Senior Term Credit Agreement) plus 0.375% per annum. The applicable margins over LIBOR and the base rate for the Term Loans can fluctuate based on the long term unsecured senior, non-credit enhanced debt rating of the Company by Standard & Poor's Ratings Group and Moody's Investors Service Inc. After the closing of the transactions contemplated by the Transaction Agreement, the applicable margins over LIBOR and the base rate for the Term Loans will be based on the non-credit-enhanced, senior unsecured long-term debt rating of New Mylan, provided that (i) New Mylan is a borrower or a guarantor under the New Senior Term Credit Agreement and (ii) a debt rating for New Mylan is available. Upon completion of the transactions contemplated by the Transaction Agreement, New Mylan will become a guarantor under the New Senior Term Credit Agreement and the Company will have the option to designate New Mylan as a co-borrower or a successor borrower under the New Senior Term Credit Agreement upon satisfaction of certain conditions set forth therein.

The New Senior Term Credit Agreement contains customary affirmative covenants for facilities of this type, including, among others, covenants pertaining to the delivery of financial statements, notices of default and certain other material events, maintenance of corporate existence and rights, business, property, and insurance and compliance with laws, as well as customary negative covenants for facilities of this type, including, among others, limitations on the incurrence of subsidiary indebtedness, liens, mergers and certain other fundamental changes, investments and loans, acquisitions, transactions with affiliates, payments of dividends and other restricted payments and changes in the Company's line of business. The New Senior Term Credit Agreement contains a financial covenant requiring maintenance of a maximum ratio of 3.75 to 1.00 for consolidated total indebtedness as of the end of any quarter to consolidated EBITDA for the trailing four quarters. This financial covenant will first be tested at the quarter ending December 31, 2014. Following certain qualifying acquisitions, at the Company's election, the maximum ratio in the financial covenant will be increased to 4.25 to 1.00 for the three full quarters following such qualifying acquisition.

The New Senior Term Credit Agreement contains default provisions customary for facilities of this type, which are subject to customary grace periods and materiality thresholds, including, among others, defaults related to payment failures, failure to comply with covenants, material misrepresentations, defaults under other material indebtedness, the occurrence of a change in control, bankruptcy and related events, material judgments, certain events related to pension plans and the invalidity or revocation of any loan document or any guarantee agreement of the Company or any subsidiary that becomes a guarantor as described above. If an event of default occurs under the New Senior Term Credit Agreement, the lenders may, among other things, terminate their commitments and declare immediately payable all borrowings.

The Term Loans mature on December 19, 2017 and have no required amortization payments. The entire principal amount on the Term Loans will be due and payable on December 19, 2017. The Term Loans may be voluntarily prepaid without penalty or premium, other than customary breakage costs related to prepayments of LIBOR

borrowings.

**Item 1.02. Termination of a Material Definitive Agreement.**

On December 19, 2014, in connection with its entry into the New Senior Term Credit Agreement and the New Senior Revolving Credit Agreement as disclosed in Item 1.01 of this Current Report on Form 8-K, the Company terminated the Existing Credit Agreement. There were no material early termination penalties incurred as a result of the termination of the Existing Credit Agreement.

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

The disclosure set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

**SIGNATURE**

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.

MYLAN INC.

Date: December 29, 2014

By: /s/ John D. Sheehan  
John D. Sheehan  
Executive Vice President & Chief Financial Officer