

**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 23, 2022

SPX Technologies, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-6948
(Commission
File Number)

88-3567996
(IRS Employer
Identification No.)

6325 Ardrey Kell Road, Suite 400
Charlotte, NC
(Address of principal executive offices)

28277
(Zip Code)

Registrant's telephone number, including area code: (980) 474-3700

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, par value \$0.01	SPXC	New York Stock Exchange

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 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

As reported in a Form 8-K filed by SPX Technologies, Inc. (the “Company”) on August 15, 2022, on August 12, 2022 SPX Corporation (the “Former Parent Corporation”) and its then wholly owned subsidiary SPX Enterprises, LLC (“SPXE”) entered into an Amended and Restated Credit Agreement (the “Credit Agreement”) with a syndicate of lenders, Deutsche Bank AG, as foreign trade facility agent, and Bank of America, N.A., as administrative agent. As required by the Credit Agreement, on August 23, 2022, the Company entered into an Assumption Agreement, dated as of August 23, 2022 (the “Assumption Agreement”), pursuant to which the Company joined the Credit Agreement and other applicable loan documentation related to the Credit Agreement, assumed all of the obligations of the Former Parent Corporation thereunder and provided a guarantee and pledge of collateral (including 100% of the capital stock of SPXE) with respect thereto. In addition, on August 23, 2022, SPXE entered into a First Amendment to Amended and Restated Credit Agreement and Amendment to Amended and Restated Guarantee and Collateral Agreement, dated as of August 23, 2022 (the “Amendment”), which made certain conforming changes to the Credit Agreement and such other applicable loan documentation to reflect the joinder of the Company thereto. The foregoing description of the Assumption Agreement and the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Assumption Agreement, which is filed as Exhibit 10.1 and is incorporated by reference herein, and the Amendment, which is filed as Exhibit 10.2 and is incorporated by reference herein.

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

The information included in Item 1.01 hereof is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Description
<u>10.1</u>	<u>Assumption Agreement, dated as of August 23, 2022, among SPX Technologies, Inc., the other loan parties party thereto, and Bank of America, N.A., as Administrative Agent</u>
<u>10.2</u>	<u>First Amendment to Amended and Restated Credit Agreement and Amendment to Amended and Restated Guarantee and Collateral Agreement, dated as of August 23, 2022, between SPX Enterprises, LLC and Bank of America, N.A., as Administrative Agent</u>
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 this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPX TECHNOLOGIES, INC.

Date: August 24, 2022

By: /s/ John W. Nurkin

John W. Nurkin

Vice President, General Counsel and Secretary

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT, dated as of August 23, 2022 (this “Assumption Agreement”), among SPX Technologies, Inc., a Delaware corporation (the “New Parent”), the other Loan Parties party hereto, and Bank of America, N.A., as the Administrative Agent. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement (as defined below) or the Guarantee and Collateral Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, SPX Enterprises, LLC, a Delaware limited liability company, as the U.S. Borrower, SPX Corporation, a Delaware corporation (the “Existing Parent”), the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders (including the Swingline Lender, the Issuing Lenders and FCI Issuing Lenders) from time to time party thereto, Deutsche Bank AG, as the Foreign Trade Facility Agent, and the Administrative Agent, have entered into an Amended and Restated Credit Agreement, dated as of August 12, 2022 (as amended, restated, amended and restated, supplemented, increased, extended, and/or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Existing Parent and certain of its Subsidiaries have entered into that certain Amended and Restated Guarantee and Collateral Agreement, dated as of August 12, 2022 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Credit Agreement requires (a) the New Parent to become (i) a party to the Credit Agreement, and (ii) a Guarantor and an “Obligor” under the Guarantee and Collateral Agreement, (b) the New Parent to assume the obligations of the Existing Parent under the Credit Agreement and the other Loan Documents, and (c) each of the Loan Parties (other than, for the avoidance of doubt, the Existing Parent) to acknowledge, agree to and reaffirm all of its obligations under the Loan Documents;

NOW, THEREFORE, IT IS AGREED:

1. Credit Agreement. By executing and delivering this Assumption Agreement, the New Parent hereby becomes a party to the Credit Agreement as the Parent thereunder with the same force and effect as if originally named therein as the Parent and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of the Parent thereunder. The New Parent hereby represents and warrants that each of the representations and warranties contained in Article III of the Credit Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date (except to the extent that any such representation and warranty specifically refers to an earlier date, in which case such representation and warranty is true and correct in all material respects as of such earlier date).

2. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the New Parent hereby becomes a party to the Guarantee and Collateral Agreement as an Obligor thereunder with the same force and effect as if originally named therein as an Obligor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of an Obligor thereunder. The information set forth in Schedule 1 attached hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The New Parent hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date (after giving effect to this Assumption Agreement) as if made on and as of such date (except to the extent that any such representation and warranty specifically refers to an earlier date, in which case such representation and warranty is true and correct in all material respects as of such earlier date).

3. Assumption; Ratification; Grant of Security Interest. The New Parent hereby absolutely and expressly assumes all of the duties, obligations and liabilities of the Existing Parent in, to and under each of the Credit Agreement and each other Loan Document to which the Existing Parent is a party, to the same extent as if the New Parent had executed the Credit Agreement or such other Loan Document, as applicable. The New Parent hereby ratifies, as of the date hereof, and agrees to be bound by, the terms and provisions of the Credit Agreement and each other Loan Document, and hereby accepts all of the Existing Parent's rights, interests, duties, obligations and liabilities under the Credit Agreement and each other Loan Document. Without limiting the generality of the other terms of this Assumption Agreement, the New Parent hereby (a) acknowledges, agrees and confirms that, by its execution of this Assumption Agreement, the New Parent will be deemed to be a party to each Loan Document to which the Existing Parent is a party is a party in the capacity as, and to the same extent as, the Existing Parent, and, in each case, it shall have all of the obligations that the Existing Parent has under each such Loan Document as if it had executed such Loan Document, (b) assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all Pledged Stock and to the extent not otherwise included, all Proceeds of the Pledged Stock now owned or at any time hereafter acquired by the New Parent or in which the New Parent now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Guarantee and Collateral Agreement), (c) agrees to be bound by the affirmative and negative covenants set forth in the Credit Agreement or any other Loan Document, and (d) promises to pay all Obligations as further provided in the Credit Agreement and the other Loan Documents.

4. Guarantor Reaffirmation. Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this Assumption Agreement, (b) affirms all of its obligations under the Loan Documents, (c) agrees that this Assumption Agreement and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Credit Agreement, the Guarantee and Collateral Agreement or the other Loan Documents, and (d) acknowledges, affirms and agrees that each of the Security Documents to which such Guarantor is a party (i) continue in full force and effect and (ii) secure payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement).

5. No Waiver. The execution, delivery and effectiveness of this Assumption Agreement shall not operate as a waiver of any right, power or remedy of any Lender (including the Swingline Lender, the Issuing Lenders and FCI Issuing Lenders), the Foreign Trade Facility Agent or the Administrative Agent under any of the Loan Documents or constitute a waiver of any provision of the Loan Documents.

6. Loan Document. This Assumption Agreement is an Assumption Agreement and a Loan Document.

7. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

8. Electronic Execution; Electronic Records; Counterparts. If permitted pursuant to the terms of the Credit Agreement, this Assumption Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Assumption Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication.

[SIGNATURE PAGES FOLLOW]

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

NEW PARENT:

SPX TECHNOLOGIES, INC.,
a Delaware corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President, General Counsel and Secretary

LOAN PARTIES:

SPX ENTERPRISES, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

CINCINNATI FAN & VENTILATOR COMPANY, INC.,
an Ohio corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Executive Vice President and Secretary

CUES, INC.,
a Delaware corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

ELXSI CORPORATION,
a Delaware corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

ENGINEERED AIR QUALITY, INC.,
a Delaware corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

FLASH TECHNOLOGY, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

GENFARE, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

MARLEY ENGINEERED PRODUCTS LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Executive Vice President and Secretary

PATTERSON-KELLEY, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Executive Vice President and Secretary

RADIODETECTION, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

SEALITE INVESTMENTS, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

SEALITE USA, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

SPX COOLING TECH, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

SPX COOLING TECH NORTH AMERICA, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

STROBIC AIR CORPORATION,
a Delaware corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Executive Vice President and Secretary

TCI INTERNATIONAL, INC.,
a Delaware corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

THE MARLEY COMPANY LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Executive Vice President and Secretary

ULC BUSINESS HOLDINGS, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

ULC ROBOTICS INTERNATIONAL, INC.,
a New York corporation

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

ULC TECHNOLOGIES, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Vice President and Secretary

WM TECHNOLOGIES, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin
Name: John Nurkin
Title: Executive Vice President and Secretary

ADMINISTRATIVE AGENT:

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

By: /s/ Elizabeth Uribe
Name: Elizabeth Uribe
Title: Assistant Vice President

Supplement to Schedule 1

New Parent Notice Addresses

SPX Technologies, Inc.
6325 Ardrey Kell Road, Suite 400
Charlotte, North Carolina 28277
Attention: Treasurer and Chief Financial Officer
Telecopy No. 704-943-0578

Supplement to Schedule 2

<u>Issuer</u>	<u>Holder</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>Outstanding Shares/Interests Owned by an SPX Entity</u>	<u>Percentage of Shares Held by SPX Entities Being Pledged</u>	<u>Number of Shares / Interests Being Pledged</u>
SPX Enterprises, LLC	SPX Technologies, Inc.	Units	2	100	100%	100

Supplement to Schedule 3

None

Supplement to Schedule 4

Jurisdiction of organization for the New Parent is Delaware.

The organizational identification number of the New Parent is 6943669.

The chief executive office address of the New Parent is:

SPX Technologies, Inc.
6325 Ardrey Kell Road, Suite 400
Charlotte, North Carolina 28277

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT
AND AMENDMENT TO AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT AND AMENDMENT TO AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT dated as of August 23, 2022 (this "Amendment") is entered into between SPX Enterprises, LLC, a Delaware limited liability company (the "U.S. Borrower"), and Bank of America, N.A., as the Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the U.S. Borrower, SPX Corporation, a Delaware corporation (the "Existing Parent"), the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders (including the Swingline Lender, the Issuing Lenders and the FCI Issuing Lenders) from time to time party thereto, Deutsche Bank AG, as the Foreign Trade Facility Agent, and Bank of America, N.A., as the Administrative Agent, entered into that certain Amended and Restated Credit Agreement dated as of August 12, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Existing Parent and certain other obligors party thereto from time to time entered into that certain Amended and Restated Guarantee and Collateral Agreement dated as of August 12, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to that certain Assumption Agreement dated as of the date hereof, SPX Technologies, Inc., a Delaware corporation, will (a) become a party to the Credit Agreement and assume the obligations of the Existing Parent under the Credit Agreement and the other Loan Documents, and (b) become a Guarantor and an "Obligor" under the Guarantee and Collateral Agreement; and

WHEREAS, the parties hereto agree to amend the Credit Agreement and the Guarantee and Collateral Agreement, in each case as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

- (a) The reference to "SPX CORPORATION" on the cover page of the Credit Agreement is amended to read "SPX TECHNOLOGIES, INC."
 - (b) The reference to "SPX CORPORATION, a Delaware corporation (the "Parent")" in the first paragraph of the Credit Agreement is amended to read "SPX TECHNOLOGIES, INC., a Delaware corporation (as successor-in-interest to SPX Corporation) (the "Parent")".
 - (c) The reference to "the Parent" in the first WHEREAS clause of the Credit Agreement is amended to read "SPX Corporation, as the parent borrower".
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- (d) The reference to “the Parent” in the second WHEREAS clause of the Credit Agreement is amended to read “SPX Corporation, as the parent borrower,”.
- (e) In Section 1.1 of the Credit Agreement,
- (i) in clause (d) of the definition of “Change of Control”, the text “(other than the consummation of the Permitted Reorganization)” is deleted.
 - (ii) the reference to “the Parent” in the definition of “Information Memorandum” is amended to read “SPX Corporation”.
 - (iii) the reference to “the Parent” in the definition of “Permitted Reorganization” is amended to read “SPX Corporation”.
 - (iv) the reference to “the Parent” in clause (b) of the definition of “Specified Subsidiary” is amended to read “SPX Corporation”.
 - (v) the definition of “SPX Holdco” is deleted.
 - (vi) a new defined term is added in the appropriate alphabetical order to read as follows:

 “SPX Corporation”: SPX Corporation, a Delaware corporation.
- (f) In Section 1.11 of the Credit Agreement,
- (i) the first reference to “the Parent” is amended to read “SPX Corporation”.
 - (ii) the last sentence is replaced with the following sentence:

 “It is understood and agreed that, with respect to any reference in this Agreement and any other Loan Documents to financial statements or other financial information (including financial covenant-related definitions and terms) of the Parent and/or any of its Subsidiaries, as of any date of determination prior to the effect time of the Merger (as defined on Schedule 1.1G), or for any relevant period ending prior to the effective time of the Merger, in each case, any such reference shall be deemed to be a reference to financial statements or other financial information of SPX Corporation and/or any of its Subsidiaries.”
- (g) Each reference to “the Parent” in Section 1.12 of the Credit Agreement is amended to read “SPX Corporation”.
- (h) The reference to “the Parent” in Section 2.14(c) of the Credit Agreement is amended to read “the Parent, SPX Corporation,”.
- (i) Each reference to “the Parent” in Section 3.4 of the Credit Agreement is amended to read “SPX Corporation”.
- (j) Each reference to “the Parent” in Section 3.12 of the Credit Agreement is amended to read “SPX Corporation”.

- (k) Each reference to “the Parent” in Section 3.14 of the Credit Agreement is amended to read “SPX Corporation”.
- (l) The reference to “the Parent” in Section 4.1(c) of the Credit Agreement is amended to read “SPX Corporation”.
- (m) The reference to “the Parent” in Section 4.1(g) of the Credit Agreement is amended to read “SPX Corporation”.
- (n) The reference to “the Parent” in Section 4.1(j) of the Credit Agreement is amended to read “SPX Corporation”.

(o) In Section 4.2(a), the text “and except that for purposes of this Section 4.2(a), the representations and warranties contained in Section 3.4(a) shall be deemed to refer to the most recent statements furnished pursuant to Section 5.1(a) and Section 5.1(b)” shall be amended to read “and except that for purposes of this Section 4.2(a), the representations and warranties contained in Section 3.4(a) shall be deemed to refer to the most recent statements of SPX Corporation or the Parent, as applicable, furnished by SPX Corporation or the Parent, as applicable, pursuant to Section 5.1(a) and Section 5.1(b)”.

(p) Section 5.11(h) of the Credit Agreement is deleted in its entirety.

(q) In the proviso in clause (i) of the proviso to Section 6.11 of the Credit Agreement, the text “or, from and after the consummation of the Permitted Reorganization, Section 5.11(h)” is deleted in its entirety.

(r) Each reference to “the Parent” in Section 8.10(a) of the Credit Agreement is amended to read “SPX Corporation”.

(s) Each reference to “the Parent” in Section 9.13(d) of the Credit Agreement is amended to read “SPX Corporation”.

(t) The reference to “SPX Corporation” in Schedule 2.6(k) to the Credit Agreement is amended to read “SPX Technologies, Inc.”.

(u) Each reference to “SPX Corporation” in the Exhibits to the Credit Agreement is amended to read “SPX Technologies, Inc.”.

2. Amendments to the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement is hereby amended as follows:

(a) The reference to “SPX CORPORATION” on the cover page of the Guarantee and Collateral Agreement is amended to read “SPX TECHNOLOGIES, INC.”.

(b) The reference to “SPX CORPORATION, a Delaware corporation (the “Parent”)” in the first paragraph of the Guarantee and Collateral Agreement is amended to read “SPX TECHNOLOGIES, INC., a Delaware corporation (as successor-in-interest to SPX Corporation) (the “Parent”)”.

(c) The reference to “the Parent” in the first WHEREAS clause of the Guarantee and Collateral Agreement is amended to read “SPX Corporation”.

(d) The reference to “SPX CORPORATION” in the first WHEREAS clause of Annex 2 to the Guarantee and Collateral Agreement is amended to read “SPX TECHNOLOGIES, INC.”.

(e) The reference to “SPX Corporation” in the RE line of Annex 3 to the Guarantee and Collateral Agreement is amended to read “SPX Technologies, Inc.”.

(f) The reference to “SPX CORPORATION” on the signature page of Annex 3 to the Guarantee and Collateral Agreement is amended to read “SPX TECHNOLOGIES, INC.”.

3. Condition Precedent. The effectiveness of this Amendment is subject to receipt by the Administrative Agent of counterparts of this Amendment, duly executed by the U.S. Borrower and the Administrative Agent.

4. Miscellaneous.

(a) The Credit Agreement (as amended by this Amendment), the Guarantee and Collateral Agreement (as amended by this Amendment) and the obligations of the parties thereunder and under the other Loan Documents, are hereby ratified and confirmed by each party hereto and shall remain in full force and effect according to their terms. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or any Agent under any of the Loan Documents, or, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Loan Documents. This Amendment shall constitute a Loan Document.

(b) If permitted pursuant to the terms of the Credit Agreement, this Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication.

(c) THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

U.S. BORROWER:

SPX ENTERPRISES, LLC,
a Delaware limited liability company

By: /s/ John W. Nurkin

Name: John Nurkin

Title: Vice President and Secretary

SPX ENTERPRISES, LLC
FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT
AND AMENDMENT TO AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT

ADMINISTRATIVE AGENT:

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

By: /s/ Elizabeth Uribe

Name: Elizabeth Uribe

Title: Assistant Vice President

SPX ENTERPRISES, LLC
FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT
AND AMENDMENT TO AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT
