

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): July 27, 2015

Hurco Companies, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Indiana

(State or Other Jurisdiction of Incorporation)

0-9143

(Commission File Number)

35-1150732

(IRS Employer Identification No.)

One Technology Way  
Indianapolis, Indiana

(Address of Principal Executive Offices)

46268

(Zip Code)

(317) 293-5309

(Registrant's Telephone Number, Including Area Code)

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))

### **Item 1.01 Entry into a Material Definitive Agreement**

On July 27, 2015, Hurco Manufacturing Limited (“HML”), a wholly-owned subsidiary of Hurco Companies, Inc. (“Hurco”), entered into an Amendment No. 1 (“Amendment No. 1”) to Asset Purchase Agreement, dated as of July 14, 2015 (the “Takumi Purchase Agreement”), with Takumi Machinery Co., Ltd. (“Takumi”), a company limited by shares incorporated under the laws of the Republic of China, and Liberty Diversified International, Inc. (“LDI”), a Minnesota corporation. The Amendment No. 1 corrected a typographical error in the Takumi Purchase Agreement and modified certain provisions of the Takumi Purchase Agreement related to the name and existence of Takumi post-closing.

### **Item 2.01 Completion of Acquisition or Disposition of Assets**

On July 28, 2015, HML completed its previously announced acquisition of the business, technology, goodwill and operating assets of Takumi pursuant to the Takumi Purchase Agreement. The total consideration paid by HML in the acquisition, including the payment of cash and the assumption of obligations, totaled \$6.8 million. HML paid the \$4.8 million cash payment portion of the purchase price using cash on hand. In addition, accounts receivable of Takumi having a book value of approximately \$0.2 million were assigned to HML, for which payment is not due unless and until those receivables are collected by the end of a 90-day collection period. HML has the right to reassign uncollected accounts receivable to Takumi at the end of that 90-day period and HML has no obligation to pay for any receivables that are so reassigned. In addition to the purchase consideration, Value Added Tax was paid by HML to Takumi in the amount of \$0.3 million.

As previously reported, on July 14, 2015, Milltronics USA, Inc. (formerly known as Hurco USA, Inc. (“MUI”)), another wholly-owned subsidiary of Hurco, closed an acquisition of substantially all of the assets of Milltronics Manufacturing Company, Inc. d/b/a Milltronics CNC Machines, a Minnesota corporation (“Milltronics”). That acquisition was completed pursuant to the Asset Purchase Agreement, dated as of July 14, 2015 (the “Milltronics Purchase Agreement”), by and among MUI, Milltronics and LDI. LDI is the sole shareholder of Milltronics and the owner of approximately 98% of the outstanding shares of Takumi. The total consideration paid by MUI in the acquisition, including the payment of cash and the assumption of obligations, was \$13.3 million. MUI paid the \$12.5 million cash payment portion of the purchase price using cash on hand. In addition, accounts receivable of Milltronics having a book value of approximately \$2.6 million were assigned to MUI, for which payment is not due unless and until those receivables are collected by the end of a 90-day collection period. MUI has the right to reassign uncollected accounts receivable to Milltronics at the end of that 90-day period and MUI has no obligation to pay for any receivables that are so reassigned.

The foregoing descriptions of the Milltronics Purchase Agreement, the Takumi Purchase Agreement and the Amendment No. 1 are qualified in their entirety by reference to the complete terms and provisions of those agreements that are filed herewith as Exhibits 2.1, 2.2 and 2.3, respectively (or in the case of Exhibits 2.1 and 2.2, incorporated from a previous filing), and are incorporated in this Form 8-K by reference.

**Item 9.01 Financial Statements and Exhibits**

**(d) Exhibits**

Exhibit No.	Description
2.1	Asset Purchase Agreement, dated as of July 14, 2015, by and among Milltronics Manufacturing Company, Inc. d/b/a Milltronics CNC Machines, Liberty Diversified International, Inc. and Hurco USA, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on July 15, 2015)*
2.2	Asset Purchase Agreement, dated as of July 14, 2015, by and among Takumi Machinery Co., Ltd., Liberty Diversified International, Inc. and Hurco Manufacturing Limited (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed on July 15, 2015)*
2.3	Amendment No. 1 to Asset Purchase Agreement, dated as of July 27, 2015, by and among Takumi Machinery Co., Ltd., Liberty Diversified International, Inc. and Hurco Manufacturing Limited

\*Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule will be furnished supplementally to the Securities and Exchange Commission upon request.

**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.

Dated: July 28, 2015

HURCO COMPANIES, INC.

By: /s/ Sonja K. McClelland  
Sonja K. McClelland, Vice President,  
Secretary, Treasurer and Chief Financial Officer

## EXHIBIT INDEX

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**AMENDMENT NO. 1 TO  
ASSET PURCHASE AGREEMENT**

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated as of July 27, 2015 (the "Execution Date"), is made by and among Takumi Machinery Co., Ltd. ("Seller"), a company limited by shares incorporated under the laws of the Republic of China, Liberty Diversified International, Inc., a corporation existing under the laws of the State of Minnesota, United States of America ("Shareholder"), and Hurco Manufacturing Limited, a company limited by shares incorporated under the laws of the ROC ("Buyer").

**RECITALS**

- A. Seller, Shareholder and Buyer entered into an Asset Purchase Agreement dated July 14, 2015 (the "Agreement").
- B. The Parties now wish to amend the Agreement in the manner set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained in this Agreement, the Parties agree as follows:

**1. Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

**2. Amendment to Section 5.2(a).** Section 5.2(a) of the Agreement shall be amended and restated in its entirety as follows:

“(a) Within one hundred twenty (120) days following the Closing, Seller shall (i) amend its organizational documents so as to change Seller’s corporate name to a name that does not include the word “Takumi”, "匠澤" or any variations thereof, and (ii) file in all jurisdictions where it is qualified to do business, any documents necessary to reflect such change. At any time and from time to time after the Closing Date, Seller shall execute and deliver to Buyer all consents reasonably requested by Buyer, and shall otherwise reasonably cooperate with Buyer, in order to enable Buyer to use the name “Takumi” and all variations thereof. From and after the Closing Date, Seller shall immediately cease the use of such name or all variations thereof for all business purposes whatsoever; provided, however, that such name may be referred to as a former name in any Tax or other filing required to be made with any Governmental Entity and Seller may use its corporate name in order to collect against customer receivables secured by letters of credit.”

**3. Amendment to Section 8.3.** Section 8.3 of the Agreement shall be amended and restated in its entirety as follows:

**8.3 Continued Existence of Seller.**

Neither Seller nor Shareholder shall permit the occurrence of the dissolution or termination of the existence of the corporate status of Seller for a period of at least twelve (12) months after the Closing Date; provided, however, that the foregoing shall not preclude Seller or Shareholder from taking action prior to such 12-month period intended to lead to the termination of Seller's existence following such period.

**4. Correction to General Representation Indemnity Cap Amount.** The reference to "NT\$174,375" in Section 8.16(e) of the Agreement is revised and amended to be "NT\$17,437,500".

**5. No Other Amendments.** Except as amended or modified by this Amendment, the Parties hereby confirm all other terms and provisions of the Agreement.

**6. Counterparts.** This Amendment may be executed in the original or by telecopy in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, this Amendment No. 1 to Asset Purchase Agreement has been duly executed and delivered by the duly authorized officers of each of the Parties as of the date first written above.

**TAKUMI MACHINERY CO., LTD.**

By: /s/ Joy Lynn Lindsay

Title: Director

**LIBERTY DIVERSIFIED INTERNATIONAL, INC.**

By: /s/ Joy Lynn Lindsay

Title: VP

**HURCO MANUFACTURING LIMITED**

By: /s/ Sonja McClelland

Title: Chairman

[Signature page to Amendment No.1 to Asset Purchase Agreement]

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