
**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**

**October 27, 2016
Date of Report (Date of earliest event reported)**

Smith & Wesson Holding Corporation

(Exact Name of Registrant as Specified in Charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-31552
(Commission
File Number)

87-0543688
(IRS Employer
Identification No.)

**2100 Roosevelt Avenue
Springfield, Massachusetts
01104**

(Address of Principal Executive Offices) (Zip Code)

(800) 331-0852
(Registrant's telephone number, including area code)

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.

As described in Item 2.03 of this Current Report on Form 8-K, we and certain of our domestic subsidiaries entered into a second amendment, dated as of October 27, 2016, to our existing credit agreement with the lenders and TD Bank, N.A. as administrative agent. The disclosure contained in Item 2.03 of this Current Report on Form 8-K and the information contained in Exhibit 10.113(a) filed herewith are hereby incorporated by reference into this Item 1.01.

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

On October 27, 2016, we and certain of our domestic subsidiaries entered into a second amendment to our existing credit agreement with the lenders and TD Bank, N.A. as administrative agent (the "Second Amendment"). We originally entered into our existing credit agreement on June 15, 2015, as disclosed in our Current Report on Form 8-K filed with the Securities and Exchange Commission on June 18, 2015 (the "Credit Agreement").

Among other things, the Second Amendment increases the revolving line of credit available from our lenders to \$350.0 million from \$175.0 million, increases the option to increase the revolving commitment to an additional \$150.0 million from an additional \$50.0 million, and extends the maturity date of the revolving line of credit from June 15, 2020 to October 27, 2021. Other than the changes described in the Second Amendment, we otherwise remain subject to the terms of the Credit Agreement, as amended to date.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions, covenants, and agreements contained in the Second Amendment and is subject to and qualified in its entirety by reference to the full text of the Second Amendment, which is filed herewith as Exhibit 10.113(a) and is hereby incorporated by reference into this Item 2.03.

On October 31, 2016, we issued a press release regarding the Second Amendment. A copy of this press release is attached hereto as Exhibit 99.1 and is hereby incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial Statements of Business Acquired.*

Not applicable.

(b) *Pro Forma Financial Information.*

Not applicable.

(c) *Shell Company Transactions.*

Not applicable.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Exhibits</u>
10.113(a)	Second Amendment to Credit Agreement, dated as of October 27, 2016, among the Registrant and Smith & Wesson Corp., as Borrowers, the Subsidiaries of the Borrowers party thereto, as the guarantors, TD Bank, N.A., as the Administrative Agent, the other lenders party thereto from time to time, TD Securities (USA) LLC, Branch Banking and Trust Company, Regions Business Capital, and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners, and Branch Banking and Trust Company, Regions Bank, and Wells Fargo Securities, LLC, as Co-Syndication Agents
99.1	Press Release from Smith & Wesson Holding Corporation, dated October 31, 2016, entitled “Smith & Wesson Increases Credit Facility to \$500 Million”

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.

SMITH & WESSON HOLDING CORPORATION

Date: October 31, 2016

By: /s/ Jeffrey D. Buchanan

Jeffrey D. Buchanan

Executive Vice President, Chief Financial Officer,
Chief Administrative Officer, and Treasurer

EXHIBIT INDEX

- 10.113(a) Second Amendment to Credit Agreement, dated as of October 27, 2016, among the Registrant and Smith & Wesson Corp., as Borrowers, the Subsidiaries of the Borrowers party thereto, as the guarantors, TD Bank, N.A., as the Administrative Agent, the other lenders party thereto from time to time, TD Securities (USA) LLC, Branch Banking and Trust Company, Regions Business Capital, and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners, and Branch Banking and Trust Company, Regions Bank, and Wells Fargo Securities, LLC, as Co-Syndication Agents
- 99.1 Press Release from Smith & Wesson Holding Corporation, dated October 31, 2016, entitled “Smith & Wesson Increases Credit Facility to \$500 Million”

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT dated as of October 27, 2016 (this "Amendment") is entered into among SMITH & WESSON HOLDING CORPORATION, a Nevada corporation (the "Company"), SMITH & WESSON CORP., a Delaware corporation ("S&W"), and, together with the Company, the "Borrowers" and, each a "Borrower"), the Guarantors party hereto, the lenders party hereto (collectively, the "Lenders" and individually, a "Lender"), and TD BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and Swingline Lender, TD SECURITIES (USA) LLC, as Joint Lead Arranger and Joint Book Runner, BRANCH BANKING AND TRUST COMPANY, as Joint Lead Arranger, Joint Book Runner and Co-Syndication Agent, REGIONS BUSINESS CAPITAL, as Joint Lead Arranger and Joint Book Runner, REGIONS BANK, as Co-Syndication Agent, WELLS FARGO SECURITIES, LLC, as Joint Lead Arranger, Joint Book Runner and Co-Syndication 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 Borrowers, the Guarantors, the Lenders and TD Bank, N.A., as Administrative Agent and Swing Line Lender entered into that certain Credit Agreement dated as of June 15, 2015 (as amended by that certain First Amendment to Credit Agreement dated as of July 5, 2016 and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers have requested (i) an increase in Revolving Commitments, (ii) extension of the Maturity Date for the Revolving Facility and (iii) certain other amendments to the Credit Agreement; and

WHEREAS, the Lenders agree to such requests, subject to the terms and conditions of this Amendment.

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 Credit Agreement. The Credit Agreement is hereby amended as follows:

(a) Amendments to Section 1.01.

(i) The following definitions are added in the appropriate alphabetical order to Section 1.01 of the Credit Agreement:

"Second Amendment" means that certain Second Amendment to Credit Agreement dated as of the Second Amendment Effective Date, among the Borrowers, the Guarantors party thereto, the Lenders party thereto and Administrative Agent.

"Second Amendment Effective Date" means October 27, 2016.

(b) The following definitions in Section 1.01 of the Credit Agreement are amended as follows:

(i) the definition of “Applicable Percentage” is amended by deleting the word “ninth” two places therein and replacing such word with “eighth”.

(ii) the definition of “Immaterial Subsidiary” is amended by deleting the amount “\$1,000,000” two places therein and replacing such amount with “\$10,000,000”.

(iii) the definition of “Maturity Date” is amended and restated in its entirety as follows:

“Maturity Date” means (a) with respect to the Term Facility, the earlier of (i) June 15, 2020 or (ii) the date that is six (6) months in advance of the earliest maturity of any Permitted Notes (other than the 2018 Senior Notes) and (b) with respect to the Revolving Facility, the earlier of (i) October 27, 2021 or (ii) the date that is six (6) months in advance of the earliest maturity of any Permitted Notes (other than the 2018 Senior Notes); provided, however, that in each case, if such date is not a Business Day, the Maturity Date shall be the preceding Business Day.

(iv) clause (i) in the definition of “Permitted Acquisition” is amended and restated in its entirety to read as follows:

“(i) Reserved.”

(v) the definition of “Revolving Commitment” is amended and restated in its entirety as follows:

“Revolving Commitment” means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrower pursuant to Section 2.01(b), and (b) purchase participations in Swingline Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Revolving Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The Revolving Commitment of all of the Revolving Lenders on the Second Amendment Effective Date shall be \$350,000,000.”

(vi) the definition of “Revolving Note” is amended and restated in its entirety as follows:

“Revolving Note” means a promissory note made by the Borrowers in favor of a Revolving Lender evidencing Revolving Loans or Swingline Loans, as the case

may be, made by such Revolving Lender, substantially in the form of Annex A to the Second Amendment.

(vii) the definition of "TD Bank Fee Letter" is amended and restated in its entirety as follows:

"TD Bank Fee Letter" means, collectively, the letter agreement dated June 15, 2015 among the Borrowers, the Administrative Agent and TD Bank and the letter agreement dated October 27, 2016 among the Borrowers, the Administrative Agent and TD Bank."

(c) Section 2.05(b)(i) is amended by deleting the amount "\$5,000,000" therein and replacing such amount with "\$10,000,000".

(d) Section 2.14(a) is hereby amended by deleting the amount "\$50,000,000" therein and replacing such amount with the amount "\$150,000,000".

(e) Section 6.12(b) is amended by deleting the period "5 days" therein and replacing such period with "thirty (30) days".

(f) Section 7.02(k) is amended by deleting the amount "\$1,000,000" therein and replacing such amount with "\$5,000,000".

(g) Schedule 2.01 to the Credit Agreement is amended and restated in its entirety to read as Schedule 2.01 attached hereto as Annex B.

2. Conditions Precedent. This Amendment shall be effective upon satisfaction of the following conditions precedent, in each case in a manner reasonably satisfactory to the Administrative Agent and each Lender:

(a) Amendment. Receipt by the Administrative Agent of executed counterparts of this Amendment properly executed by a Responsible Officer of each Loan Party and by each Lender.

(b) Material Adverse Effect. Since the date of the Audited Financial Statements, there shall not have occurred any event or condition that has had or could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(c) Litigation. There is no action, suit, investigation or proceeding pending or, to the knowledge of either Borrower, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to have a Material Adverse Effect.

(d) No Default. No Default shall exist or would result from this Amendment on the Second Amendment Effective Date.

(e) Notes. Receipt by the Administrative Agent of a duly executed Revolving Note in favor of each Lender (the "New Notes").

(f) Opinions of Counsel. Receipt by the Administrative Agent of customary opinions of legal counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, dated as of the Second Amendment Effective Date.

(g) Organization Documents, Resolutions, Etc. Receipt by the Administrative Agent of the following:

- (i) (A) as to each Borrower, a copy of its Organization Documents certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such Borrower to be true and correct as of the Second Amendment Effective Date and (B) as to all other Loan Parties, a certification that the copies of such Loan Party's Organization Documents delivered to the Administrative Agent on June 15, 2015, or such later date in the event such Loan Party executed a Joinder to the Credit Agreement after June 15, 2015, continue to be true and correct copies of such Organization Documents as of the Second Amendment Effective Date;
- (ii) such certificates of resolutions or other action satisfactory to the Administrative Agent, including evidencing proper authorization of the transactions contemplated by this Amendment, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party; and
- (iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in its state of organization or formation and in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

(h) Fees. Receipt by the Administrative Agent and the Lenders of any fees required to be paid on or before the Second Amendment Effective Date including, without limitation, (i) any fees required to be paid on or before the Second Amendment Effective Date pursuant to the TD Bank Fee Letter and (ii) an upfront fee payable to the Administrative Agent for the accounts of each Lender (including TD Bank in its capacity as a Lender), in an amount equal to the sum of (i) 0.15% of the difference between such Lender's Revolving Commitment amount under the Credit Agreement and such Lender's Revolving Commitment under the Credit Agreement (after giving effect to this Amendment), (ii) 0.10% of such Lender's Revolver Commitment under the Credit Agreement (before giving effect to this Amendment) that will rollover and become part of such Lender's Revolving Commitment under the Credit Agreement and (iii) 0.10% of the outstanding principal balance of the Term Loan held by such Lender . The upfront fee shall be deemed fully earned and shall be due and payable in full on the Second Amendment Effective Date. The Borrowers hereby irrevocably instruct and authorize TD Bank to debit the Borrowers' deposit account (account number ending in 6051) maintained with TD Bank on the Second Amendment Effective Date in the amount of such upfront fee.

(i) Representations and Warranties. Both before and immediately after giving effect to this Amendment, the representations and warranties of the Loan Parties set forth in Article V of the Credit Agreement and in each other Loan Document, or which are contained in any document furnished in

connection therewith, are true and correct in all material respects (other than any representation and warranty that is expressly qualified by materiality, in which case such representation and warranty is true and correct in all respects) as of the Second Amendment Effective Date with the same effect as if made on and as of the Second Amendment Effective Date, except to the extent such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (other than any representation and warranty that is expressly qualified by materiality, in which case such representation and warranty is true and correct in all respects) as of such earlier date.

(j) Closing Certificate. Receipt by the Administrative Agent of a certificate signed by a Responsible Officer of each Borrower as of the Second Amendment Effective Date certifying that (i) the conditions specified in Sections 2(b), 2(c), 2(d), and 2(i) have been satisfied as of the Second Amendment Effective Date and (ii) that the execution and delivery of this Amendment and the incurrence of any Indebtedness under the Credit Agreement, as amended by this Amendment, does not violate Section 4.09 of the 2018 Senior Notes Indenture.

(k) Attorney Costs. Unless waived by the Administrative Agent, the Borrowers shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Second Amendment Effective Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Administrative Agent).

(l) Compliance. Receipt by the Administrative Agent or any Lender of documentation that is requested by Administrative Agent or such Lender pursuant to the Patriot Act, the Bank Secrecy Act (P.L. 91-508, 84 Stat. 1118 (1970)) (the "BSA") or any regulations under the BSA or the Patriot Act.

3. Revolving Commitments. Each of the parties hereto agrees that, after giving effect to this Amendment, the revised Revolving Commitments and Applicable Percentages of the Revolving Lenders (after giving effect to this Amendment) shall be as set forth in Annex B attached hereto. In connection with this Amendment, the outstanding Revolving Loans and Revolving Applicable Percentages in all outstanding Swingline Loans shall be reallocated by causing such fundings and repayments (which shall not be subject to any processing and/or recordation fees) among the Revolving Lenders of Revolving Loans as necessary such that, after giving effect to increases to the Revolving Commitments contemplated hereby, each Revolving Lender will hold Revolving Loans and Applicable Percentages in all outstanding Swingline Loans based on its Applicable Percentage (after giving effect to such increases to the Revolving Commitment).

4. Miscellaneous.

(a) This Amendment shall be deemed to be, and is, a Loan Document.

(b) Each Loan Party (i) acknowledges and consents to all of the terms and conditions of this Amendment, (ii) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Credit Agreement or the other Loan Documents or any certificates, documents, agreements and instruments executed in connection therewith, and (iii) affirms all of its obligations under the Loan Documents as amended hereby. The execution of this Amendment shall not operate as a waiver of any right, power or remedy of Administrative Agent or the Lenders, constitute a waiver of any provision of the Credit Agreement or any other Loan Document or serve to effect a novation of the Obligations.

(c) Effective as of the Second Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment.

(d) Each of the Loan Parties hereby represents and warrants to the Administrative Agent and the Loan Parties as follows:

(i) such Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment and the other Loan Documents executed in connection herewith, including, without limitation, the New Notes;

(ii) this Amendment and the other Loan Documents executed in connection herewith, including, without limitation, the New Notes, have been duly executed and delivered by such Loan Party and constitutes such Loan Party's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (A) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(iii) no consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by any Loan Party of this Amendment and the other Loan Documents executed in connection herewith, including, without limitation, the New Notes;

(iv) no Default or Event of Default currently exists or would arise after giving effect to this Amendment and the other Loan Documents executed in connection herewith, including, without limitation, the New Notes, or the consummation of the transactions contemplated hereunder; and

(v) such Loan Party and each of its Subsidiaries, if any, is a corporation or limited liability company, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable.

(e) For purposes of determining withholding Taxes imposed under FATCA, from and after the effective date of this Amendment, the Borrowers and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Credit Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(f) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telecopy, pdf or other similar electronic transmission shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(g) Subject to any applicable limitations set forth in the Loan Documents, each Loan Party hereby agrees from time to time, as and when reasonably requested by Administrative Agent, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Administrative Agent may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Amendment.

(h) This Amendment shall be binding upon the Borrowers, the other Loan Parties, the Lenders and the Administrative Agent and their respective successors and permitted assigns, and shall inure to the benefit of the Borrowers, the other Loan Parties, the Lenders and Administrative Agent and the successors and permitted assigns of the Lenders and Administrative Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Amendment or any of the other Loan Documents.

(i) Notwithstanding any provision to the contrary contained elsewhere in this Amendment or in any other Loan Document, the Arrangers, Joint Book Runners and Co-Syndication Agents shall not have any duties or responsibilities, nor shall the Arrangers, Joint Book Runners, and Co-Syndication Agents have or be deemed to have any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Amendment or any other Loan Document or otherwise exist against the Arrangers, Joint Book Runners and Co-Syndication Agents.

(j) This Amendment, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

(k) THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.

[Signature pages follow]

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

BORROWERS

SMITH & WESSON HOLDING CORPORATION

By: /s/ Jeffrey D. Buchanan

Name: Jeffrey D. Buchanan

Title: Executive Vice President, Chief Financial Officer, Chief
Administrative Officer and Treasurer

SMITH & WESSON CORP.

By: /s/ Jeffrey D. Buchanan

Name: Jeffrey D. Buchanan

Title: Executive Vice President, Chief Financial Officer, and
Treasurer

Smith & Wesson Holding Corporation
Second Amendment to Credit Agreement

GUARANTORS

THOMPSON/CENTER ARMS COMPANY, LLC

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial Officer, and
Treasurer

SMITH & WESSON DISTRIBUTING, INC.

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial Officer, and
Treasurer

DEEP RIVER PLASTICS, LLC

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial Officer, and
Treasurer

BATTENFELD ACQUISITION COMPANY INC.

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial Officer, and
Treasurer

CRIMSON TRACE CORPORATION

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial Officer, and
Treasurer

SWSS LLC

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial
Officer, and Treasurer

BEAR LAKE HOLDINGS, LLC

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial
Officer, and Treasurer

BATTENFELD TECHNOLOGIES, INC.

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial
Officer, and Treasurer

BTI TOOLS, LLC

By: /s/ Jeffrey D. Buchanan
Name: Jeffrey D. Buchanan
Title: Executive Vice President, Chief Financial
Officer, and Treasurer

Smith & Wesson Holding Corporation
Second Amendment to Credit Agreement

ADMINISTRATIVE
AGENT:

TD BANK, N.A., as Administrative Agent

By: /s/ Maria P. Goncalves

Name: Maria P. Goncalves

Title: Regional Vice President

Smith & Wesson Holding Corporation
Second Amendment to Credit Agreement

LENDERS:

TD BANK, N.A.,
as a Lender and Swing Line Lender

By: /s/ Maria P. Goncalves

Name: Maria P. Goncalves

Title: Regional Vice President

Smith & Wesson Holding Corporation
Second Amendment to Credit Agreement

By: /s/ Matthew J. Davis
Name: Matthew J. Davis
Title: SVP

Smith & Wesson Holding Corporation
Second Amendment to Credit Agreement

By: /s/ Edward S. Borden
Name: Edward S. Borden
Title: SVP

Smith & Wesson Holding Corporation
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REGIONS BANK

By: */s/ Bruce Rhodes* _____

Name: Bruce Rhodes

Title: Senior Vice President

Smith & Wesson Holding Corporation
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WELLS FARGO BANK, N.A.

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: Sr Vice President

Smith & Wesson Holding Corporation
Second Amendment to Credit Agreement

ANNEX A

[FORM OF] AMENDED AND RESTATED REVOLVING NOTE

\$_[_____]

October 27, 2016

FOR VALUE RECEIVED, the undersigned SMITH & WESSON HOLDING CORPORATION, a Nevada corporation (the "Company"), and SMITH & WESSON CORP., a Delaware corporation ("S&W"), and, together with the Company, the "Borrowers" and, each a "Borrower"), hereby jointly and severally promise to pay to [_____] or its registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrowers under that certain Credit Agreement dated as of June 15, 2015, as amended by that certain First Amendment to Credit Agreement dated as of July 5, 2016 and as amended by that certain Second Amendment to Credit Agreement dated as of the date hereof (as so amended, and as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined), among the Borrowers, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and TD Bank, N.A., as Administrative Agent.

The Borrowers jointly and severally promise to make principal payments as specified in the Credit Agreement, and pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Amended and Restated Revolving Note (this "Note") is one of the Notes referred to in the Credit Agreement, and the holder is entitled to the benefits thereof. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

Each Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

Delivery of an executed counterpart of a signature page of this Note by fax transmission or other electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Note.

This Amended and Restated Revolving Note amends and restates and is issued in substitution for and replacement of but not in satisfaction of that certain Revolving Note dated June 15, 2015, issued by the Borrowers in favor of the Lender, in the principal amount of \$_[_____].

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrowers have executed this Note as an instrument under seal as of the day first written above.

SMITH & WESSON HOLDING CORPORATION

By: _____

Name:

Title:

SMITH & WESSON CORP.

By: _____

Name:

Title:

ANNEX B

Schedule 2.01

Commitments and Applicable Percentages

<u>Lender</u>	<u>Revolving Credit Commitment</u>	<u>Applicable Percentage Revolving Facility</u>	<u>Term Loan Commitment</u>	<u>Applicable Percentage Term Facility</u>
TD Bank, N.A.	\$ 78,469,000.00	22.41971428%	\$ 22,500,000.00	21.42857142%
Branch Banking and Trust Company	\$ 78,469,000.00	22.41971429%	\$ 22,500,000.00	21.42857143%
People's United Bank, National Association	\$ 36,124,000.00	10.32114285%	\$ 15,000,000.00	14.28571429%
Wells Fargo Bank, N.A.	\$ 78,469,000.00	22.41971429%	\$ 22,500,000.00	21.42857143%
Regions Bank	\$ 78,469,000.00	22.41971429%	\$ 22,500,000.00	21.42857143%
TOTAL	\$350,000,000.00	100.000000%	\$105,000,000.00	100.000000%



Contact: Liz Sharp, VP Investor Relations
Smith & Wesson Holding Corp.
(413) 747-6284
lsharp@smith-wesson.com

Smith & Wesson Increases Credit Facility to \$500 Million

SPRINGFIELD, Mass., October 31, 2016 — **Smith & Wesson Holding Corporation (NASDAQ Global Select: SWHC)**, a leading provider of quality products for shooting, hunting, and rugged outdoor enthusiasts, today announced that its lenders have expanded the company's existing revolving line of credit to \$350 million from \$175 million and have increased the company's option to further expand its credit commitment to \$150 million from \$50 million. The amendments provide the company with an increase in overall credit availability to \$500 million from \$225 million. The credit facility remains unsecured.

"The successful growth of our business has allowed us to build an exceptionally strong balance sheet, providing us with a variety of options to invest in our future growth, both organically and inorganically, and execute our strategy to become the leading provider of quality products for the shooting, hunting, and rugged outdoor enthusiast," said Jeffrey D. Buchanan, Executive Vice President and Chief Financial Officer of Smith & Wesson Holding Corporation. "The expansion of our unsecured credit line is a clear reflection of the confidence our lenders have in Smith & Wesson and the overall strength of our business."

About Smith & Wesson

Smith & Wesson Holding Corporation (NASDAQ Global Select: SWHC) is a provider of quality products for shooting, hunting, and rugged outdoor enthusiasts in the global consumer and professional markets. The company reports two segments: Firearms and Outdoor Products & Accessories. Firearms manufactures handgun and long gun products sold under the Smith & Wesson®, M&P®, and Thompson/Center Arms™ brands as well as providing forging, machining, and precision plastic injection molding services. Outdoor Products & Accessories provides shooting, hunting, and outdoor accessories, including reloading, gunsmithing, and gun cleaning supplies, tree saws, vault accessories, knives, laser sighting systems, and tactical lighting products. Brands in Outdoor Products & Accessories include Smith & Wesson®, M&P®, Thompson/Center Arms™, Crimson Trace, Caldwell® Shooting Supplies, Wheeler® Engineering, Tipton® Gun Cleaning Supplies, Frankford Arsenal® Reloading Tools, Lockdown® Vault Accessories, Hooyman® Premium Tree Saws, BOG POD®, and Golden Rod® Moisture Control as well as knives and specialty tools under Schrade, Old Timer, Uncle Henry, and Imperial. For more information on Smith & Wesson, call (800) 331-0852 or log on to www.smith-wesson.com.

Safe Harbor Statement

Certain statements contained in this press release may be deemed to be forward-looking statements under federal securities laws, and we intend that such forward-looking statements be subject to the safe-harbor created thereby. Such forward-looking statements include, but are not limited to, statements regarding our belief that the successful growth of our business has allowed us to build an exceptionally strong balance sheet, providing us with a variety of options to invest in our future growth, both organically and inorganically, and execute our strategy to become the leading provider of quality products for the shooting, hunting, and rugged outdoor enthusiast; and our belief that the expansion of our unsecured credit line is a clear reflection of the confidence our lenders have in Smith & Wesson and the overall strength of our business. We caution that these statements are qualified by important factors that could cause actual results to differ materially from those reflected by such forward-looking statements. Such factors include the demand for our products; the costs and ultimate conclusion of certain legal matters; the state of the U.S. economy in general and the firearm industry in particular; general economic conditions and consumer spending patterns; the potential for increased regulation of firearms and firearm-related products; speculation surrounding fears of terrorism and crime; our growth opportunities; our anticipated growth; our ability to increase demand for our products in various markets, including consumer, law enforcement, and military channels, domestically and internationally; the position of our hunting products in the consumer discretionary marketplace and distribution channel; our penetration rates in new and existing markets; our strategies; our ability to introduce new products; the success of new products; our ability to expand our markets; our ability to integrate acquired businesses in a successful manner; the general growth of our outdoor products and accessories business; the potential for cancellation of orders from our backlog; and other risks detailed from time to time in our reports filed with the SEC, including our Annual Report on Form 10-K for the fiscal year ended April 30, 2016.