

**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): **May 12, 2016**

**MATTHEWS INTERNATIONAL CORPORATION**

(Exact Name of Registrant as specified in its charter)

**PENNSYLVANIA**  
(State or other jurisdiction  
of incorporation or organization)

**0-09115**  
(Commission  
File Number)

**25-0644320**  
(IRS Employer  
Identification No.)

**TWO NORTHSORE CENTER,  
PITTSBURGH, PA**  
(Address of principal executive offices)

**15212-5851**  
(Zip Code)

Registrant's telephone number, including area code

**(412) 442-8200**

**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))

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## **Item 1.01 Entry Into Material Definitive Agreement.**

On May 12, 2016, Matthews International Corporation ("the Company") purchased 970,000 shares of the Company's Common Stock from "Members of the Schawk Family." The purchase price for the Common Stock purchased from the "Members of the Schawk Family" was \$50.6921625 per share, which is equal to 96.75% of the average of the high and low trading prices for the Common Stock as reported on the NASDAQ Global Select Market on May 12, 2016. "Members of the Schawk Family" means David A. Schawk (who is a member of the Board of Directors of the Company and the Company's President, SGK Brand Solutions), certain family members of Mr. Schawk and/or trusts established for the benefit of Mr. Schawk or his family members. The "Members of the Schawk Family" acquired shares of the Company's Common Stock in connection with the closing of the Company's acquisition of Schawk, Inc. on July 29, 2014. The "Members of the Schawk Family" indicated that the primary purposes of the share sale are estate planning and investment diversification and the "Members of the Schawk Family" continue to maintain significant share ownership in the Company following the transaction.

The purchases described in the foregoing paragraph are consistent with objectives announced with respect to the Company's previously announced repurchase program to increase shareholder value, enlarge the Company's holdings of its Common Stock, and add to earnings per share. The Company believes the purchases from "Members of the Schawk Family" is in the best interest of the Company's shareholders as it provides the Company with an opportunity to purchase shares of Common Stock at a discount to the price per share offered pursuant to the Company's repurchase program and therefore further adds to earnings per share.

The Company's purchases from the "Members of the Schawk Family" were executed pursuant to a Share Purchase Agreement, the form of which is attached as Exhibit 10.1 to this Current Report on Form 8-K. The descriptions of the Share Purchase Agreement and the description of the Company's purchases from the "Members of the Schawk Family" set forth above are qualified by reference to the full text of such agreement attached hereto as Exhibit 10.1, which is incorporated herein by this reference.

### **Forward-Looking Statements**

Certain items in this Form 8-K (and exhibits hereto) may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Those forward-looking statements are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as "may," "will," "should," "potential," "intend," "expect," "seek," "anticipate," "estimate," "believe," "could," "would," "project," "predict," "continue," "plan" or other similar words or expressions. Such statements are based upon the current beliefs and expectations of Matthews' managements and are subject to significant risks and uncertainties. Actual results may differ from those set forth in the forward-looking statements. Factors which could have a material effect on our operations and future prospects or which could cause events or circumstances to differ from the forward-looking statements include, but are not limited to, risks relating to the purchases of Common Stock from "Members of the Schawk Family", as well as other risks detailed from time to time in our filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. We expressly disclaim any obligation to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in our expectations with regard thereto or change in events, conditions or circumstances.

## **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit**

**Number**    **Description of Exhibits**

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10.1        Form of Schawk Family Share Purchase Agreement.

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**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.

MMMATTHEWS INTERNATIONAL CORPORATION  
(Registrant)

By: /s/ Steven F. Nicola  
Steven F. Nicola  
Chief Financial Officer and Secretary

Date: May 16, 2016

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Exhibit Index

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.1	Form of Shawk Family Share Purchase Agreement.

## SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "Agreement") is entered into as of [●], 20[●], by and between MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania corporation (the "Company") and [●] (the "Seller").

### RECITALS

WHEREAS, the average of the high and the low trading prices for the Company's Class A Common Stock ("Common Stock") as reported on the NASDAQ Global Select Market ("NASDAQ") on [●], 20[●] (the "Purchase Date"), was \$[●] per share (the "Average Price");

WHEREAS, the Seller beneficially owns at least [●] shares of Common Stock as of the Purchase Date; and

WHEREAS, the Seller desires to sell to the Company, and the Company desires to purchase from the Seller, [●] shares of Common Stock (the "Shares") for a per share purchase price of \$[●], which is equal to 96.75% of the Average Price, representing an aggregate purchase price of \$[●] (the "Purchase Price"), subject to the terms and conditions set forth herein (collectively, the "Transaction").

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I

#### SALE OF SHARES

1.1 Sale of Shares to Company. In reliance upon the respective representations and warranties of the parties set forth herein, the Seller shall sell to the Company, free and clear of any Liens (as defined in Section 2.2), and the Company shall purchase from the Seller, the Shares for an aggregate amount equal to the Purchase Price.

1.2 Delivery. On the third day on which NASDAQ is open for trading following the Purchase Date (such date, the "Settlement Date"), pursuant to this Agreement, the Seller hereby surrenders any stock certificate or stock certificates evidencing the Shares, together with any letters of instruction, stock powers or any other documents reasonably necessary to effect the purchase of the Shares by the Company.

1.3 Settlement. On the Settlement Date, the Company will deliver an amount representing the Purchase Price, by wire transfer to an account specified in writing by the Seller. The Seller acknowledges that, following delivery of the Purchase Price, the Seller shall have no further rights whatsoever with respect to the Shares.

### ARTICLE II

#### REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Company as follows:

2.1 Authority and Enforceability. The Seller has full power, right and authority to enter into and perform his obligations under this Agreement. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms. No permit, approval or consent of, or notification to any governmental entity (except with respect to any obligations by Seller or an affiliate of Seller pursuant to Section 16 of the Securities Exchange Act of 1934, as amended, or as reasonably requested by the Company pursuant to its reporting obligations under applicable law) or any other person is necessary in connection with the execution, delivery and performance by the Seller of this Agreement and the consummation by the Seller of the transactions contemplated hereby.

2.2 Title to Shares. The Seller is the beneficial and record owner of the Shares, free and clear of any liens, claims, charges, restrictions, options, preemptive rights, mortgages, hypothecations, assessments, pledges, encumbrances or security interests of any kind or nature whatsoever (collectively, "Liens"). The Seller has good and marketable title to the Shares, free and clear of all Liens whatsoever. Upon consummation of the transactions provided for in this Agreement in accordance with the terms hereof, the Company will acquire good and marketable title to all of the Shares, free and clear of any Liens whatsoever.

2.3 No Violation. None of the execution and delivery of this Agreement, the consummation of the transactions provided for herein or contemplated hereby, nor the fulfillment by the Seller of the terms hereof will (with or without notice or passage of time or both): result in (i) the breach of any mortgage, note, contract or other agreement or obligation of any kind or nature by which Seller or Seller's properties may be bound or (ii) a violation of any provision of any applicable federal or state statute, rule or regulation applicable to the Seller, this Agreement or the Transaction.

2.4 Acknowledgment. Except as expressly set forth herein, the Seller acknowledges that the Company has not made, and is not making, any representation or warranty as to the business, properties, condition (financial or otherwise), risks, results of operations, prospects or any other aspect of the operations of the Company or its subsidiaries. The Seller has such knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks of the transaction contemplated to be made hereunder. The Seller has adequate information and has made his own independent investigation concerning the business, properties, condition (financial or otherwise), risks, results of operations and prospects of the Company and its subsidiaries taken as a whole to make an informed decision regarding the sale of Shares.

## 2.5 Non-reliance.

a) The Seller acknowledges and understands that the Company, the Company's affiliates, and any of their respective directors, officers, employees, agents, brokers, trustees, or advisors (collectively, "Company Related Person") may possess material nonpublic information not known to the Seller that may impact the value of the Shares (the "Information") that the Company is unable to disclose to the Seller, including, without limitation, (i) information received by principals and employees of the Company in their capacities as directors and officers, (ii) information otherwise received on a confidential basis, and (iii) information received on a privileged basis from attorneys and financial advisors. The Seller understands, based on its experience, the disadvantage to which the Seller is subject due to the disparity of information between the Company and the Seller. Notwithstanding this, the Seller has deemed it to be appropriate to enter into the Transaction.

b) The Seller acknowledges that neither the Company, nor any Company Related Person, has delivered any Information or made any representation to the Seller, except as expressly set forth in this Agreement. The Seller also acknowledges that he, she, or it is not relying upon any disclosure (or non-disclosure) made (or not made) by the Company or any other Company Related Person in connection with the Transaction.

c) The Seller agrees that neither the Company, nor any Company Related Person (except with respect to David A. Schawk, solely in his capacity as a Seller or as an affiliate or agent of the Seller), shall have any liability to the Seller whatsoever due to or in connection with the Company's use or non-disclosure of the Information or otherwise as a result of the Transaction, and the Seller hereby irrevocably waives any claim that it might have based on the failure of the Company to disclose such Information. The Seller further agrees to indemnify and hold harmless the Company and each other Company Related Person from, and to reimburse each such person for, any and all claims, suits, actions, proceedings, damages, liabilities, and expenses (including, without limitation, reasonable attorney's fees and expenses) that may be instituted or asserted against or incurred by the Company or any other Company Related Person arising out of or based upon any breach of any representation or warranty of the Seller contained in this Agreement. The Seller further agrees that any and all such claims were claims that the Seller knew or should have known existed before the Transaction.

d) The Seller acknowledges and agrees that the Company is relying on the Seller's representations, warranties, and agreements herein as a condition to proceeding with the Transaction. Without such representations, warranties, and agreements, the Company would not otherwise engage in the Transaction.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Seller as follows:

3.1 Organization and Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

3.2 Authorization; Power. The Company has all requisite corporate power to enter into this Agreement, and to carry out and perform its obligations under the terms of this Agreement. All action on the part of the Company necessary for the authorization, execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby, has been taken. This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

3.3 No Violation. Neither the execution and delivery of this Agreement, the consummation of the transactions provided for herein or contemplated hereby, nor the fulfillment by the Company of the terms hereof will (with or without notice or passage of time or both) conflict with or result in a breach of any provision of the organizational documents of the Company.

3.4 Indemnification. The Company agrees to indemnify and hold harmless the Seller from, and to reimburse the Seller for, any and all claims, suits, actions, proceedings, damages, liabilities, and expenses (including, without limitation, reasonable attorney's fees and expenses) that may be instituted or asserted against or incurred by the Seller arising out of or based upon any breach of any representation or warranty of the Company contained in this Agreement. The Company further agrees that any and all such claims were claims that the Company knew or should have known existed before the Transaction.

## ARTICLE IV

### MISCELLANEOUS

4.1 Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith will survive the execution and delivery of this Agreement.

4.2 Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

4.3 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement, shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws.

4.4 Further Assurances. From time to time hereafter and without further consideration, each of the parties hereto shall execute and deliver such additional or further instruments of conveyance, assignment and transfer or other agreements and take such actions as the other party hereto may request in order to more effectively consummate the transactions contemplated by this Agreement or as shall be

reasonably necessary or appropriate in connection with the carrying out of the parties' respective obligations hereunder.

4.5 Final Agreement. This Agreement constitutes the complete and final agreement of the parties concerning the matters referred to herein, and supersedes all prior agreements and understandings with respect thereto.

4.6 No Inducement. The undersigned parties hereby represent and warrant that they have not been induced to agree to and execute this Agreement by any statement, act, or representation of any kind or character by anyone, except as contained herein. The parties further represent that each of them has fully reviewed this Agreement and has full knowledge of its terms, and each executes this Agreement of his own choice and free will, after having received the advice of their respective attorneys.

4.7 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail) in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

**[Remainder of page intentionally left blank.**

**Signature page follows.]**

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The parties hereto have executed this Agreement on the date first set forth above.

**SELLER:**

By:  
Name:  
Title:

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**COMPANY:**

**MATTHEWS INTERNATIONAL CORPORATION**

By:  
Name:  
Title: