

**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): **June 1, 2007**

**WIRELESS FACILITIES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**0-27231**  
(Commission File Number)

**13-3818604**  
(I.R.S. Employer Identification Number)

**4810 Eastgate Mall  
San Diego, CA 92121**  
(Address of Principal Executive Offices) (Zip Code)

**(858) 228-2000**  
(Registrant's telephone number, including area code)

(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))

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

The information set forth below under Items 2.01 and 2.03 is hereby incorporated by reference into this Item 1.01.

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

As previously disclosed on a Current Report on Form 8-K filed by Wireless Facilities, Inc. (the "Company") on May 30, 2007 (the "Prior Report"), the Company entered into an Asset Purchase Agreement (the "Acquisition Agreement") with LCC International, Inc. ("LCC") pursuant to which the Company agreed to sell to LCC all of the assets used in the conduct of the operation of the Company's Wireless Network Services business segment that provides engineering services to the non-government wireless communications industry in the United States (the "Business") on the terms set forth in the Acquisition Agreement (the "Acquisition"). Pursuant to the terms of the Acquisition Agreement, the Acquisition was completed on June 1, 2007 (the "Closing").

Pursuant to the terms of the Acquisition Agreement, at the Closing, LCC delivered a subordinated promissory note for the principal amount of approximately \$21,600,000 (the "Subordinated Promissory Note") and paid \$17,000,000 in cash to the Company, and the Company retained approximately \$7,400,000 in net accounts receivable of the Business (the "Retained Working Capital").

As disclosed on the Prior Report, the Subordinated Promissory Note issued to the Company at the Closing has a three-year maturity date with an escalating interest rate on the unpaid principal amount. The principal amount under the Subordinated Promissory Note may be increased or decreased in accordance with certain post-closing purchase price adjustments under the Acquisition Agreement. Subject to certain conditions, in the event that LCC fails to pay interest under the Subordinated Promissory Note, the Company may elect to receive such unpaid interest payments in common stock of LCC. Pursuant to the terms of the Subordinated Promissory Note, LCC has agreed to cause a resale registration statement covering any shares of its common stock issued to the Company under the Subordinated Promissory note to be filed within 45 days after the issuance of any such shares. The Subordinated Promissory Note is subject to the terms of a subordination agreement executed by LCC, the Company and Bank of America, N.A. at the Closing (the "Subordination Agreement"). In addition, pursuant to the terms of the Acquisition Agreement, the Company and LCC entered into the following agreements at the Closing:

- Transition Services Agreement;
- 8.1102 Assignment and Assumption Agreement; and

- Employee Leasing Agreement.

The foregoing descriptions of the Acquisition Agreement, the Subordinated Promissory Note and the Subordination Agreement do not purport to be complete and are qualified in their entirety by the Acquisition Agreement, the Subordinated Promissory Note and the Subordination Agreement attached as Exhibit 2.1, Exhibit 10.1 and Exhibit 10.2, respectively, to the Prior Report. The Company issued a press release on June 4, 2007 regarding the Closing, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K.

### Item 2.03 Creation of a Direct Financial Obligation.

As previously disclosed on a Current Report on Form 8-K filed by the Company on October 6, 2006, the Company entered into that certain Credit Agreement by and among WFI, KeyBank National Association and Keybank Capital Markets, dated October 2, 2006 (the "Credit Agreement"), for an \$85,000,000 senior credit facility. In connection with the Acquisition, the Company entered into an amendment to the Credit Agreement dated as of June 1, 2007 (the "Amendment").

Pursuant to the Amendment, the Company permanently and irrevocably reduced the total commitment under the Credit Agreement as follows: (a) to \$55,000,000 effective June 1, 2007; (b) to \$50,000,000 effective September 30, 2007; and (c) to \$35,000,000 effective upon receipt by the Company of principal payments under the Subordinated Promissory Note. The Amendment eliminates the provision of the Credit Agreement which provides for increases in the total commitment amount. Pursuant to the terms of the Amendment, the Company agreed to apply \$4,000,000 of the Retained Working Capital (as defined above) to payment of loans currently outstanding under the Credit Agreement in \$1,000,000 increments on or before each of June 29, 2007, July 31, 2007, August 31, 2007 and September 20, 2007. The Company is also obligated under the Amendment to apply all principal payments received under the Subordinated Promissory Note and/or proceeds of the sale of the Subordinated Promissory Note to payment of loans then outstanding under the Credit Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by the Amendment attached as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

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|----------|--|
| 2.1 (1)  | Asset Purchase Agreement, dated May 29, 2007, by and between Wireless Facilities, Inc. and LCC International, Inc. Certain schedules and exhibits referenced in the Asset Purchase Agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the Securities and Exchange Commission upon request. |
| 10.1 (2) | Form of Subordinated Promissory Note issued by LCC International, Inc. to Wireless Facilities, Inc. at the Closing.  |
| 10.2 (3) | Form of Subordination Agreement executed by LCC International, Inc., Wireless Facilities, Inc. and Bank of America, N.A. at the Closing.   |
| 10.3     | Second Amendment to Credit Agreement, dated as of June 1, 2007, by and among Wireless Facilities, Inc., the Lenders party thereto and KeyBank National Association.  |
| 99.1     | Press Release of Wireless Facilities, Inc. issued on June 4, 2007.   |

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- (1) Filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed on May 30, 2007, and incorporated herein by reference.
  - (2) Filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 30, 2007, and incorporated herein by reference.
  - (3) Filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 30, 2007, and incorporated herein by reference.

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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.

Date: June 6, 2007

**WIRELESS FACILITIES, INC.**

/s/ James R. Edwards  
 \_\_\_\_\_  
 James R. Edwards  
 Senior Vice President, General Counsel and Secretary

<u>Exhibit Number</u>	<u>Description</u>
2.1 (1)	Asset Purchase Agreement, dated May 29, 2007, by and between Wireless Facilities, Inc. and LCC International, Inc. Certain schedules and exhibits referenced in the Asset Purchase Agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the Securities and Exchange Commission upon request.
10.1 (2)	Form of Subordinated Promissory Note issued by LCC International, Inc. to Wireless Facilities, Inc. at the Closing.
10.2 (3)	Form of Subordination Agreement executed by LCC International, Inc., Wireless Facilities, Inc. and Bank of America, N.A. at the Closing.
10.3	Second Amendment to Credit Agreement, dated as of June 1, 2007, by and among Wireless Facilities, Inc., the Lenders party thereto and KeyBank National Association.
99.1	Press Release of Wireless Facilities, Inc. issued on June 4, 2007.

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- (1) Filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed on May 30, 2007, and incorporated herein by reference.
  - (2) Filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 30, 2007, and incorporated herein by reference.
  - (3) Filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 30, 2007, and incorporated herein by reference.

## SECOND AMENDMENT TO CREDIT AGREEMENT

This Second Amendment to Credit Agreement dated as of June 1, 2007 (this “*Amendment*”) is entered into with reference to the Credit Agreement dated as of October 2, 2006 (as previously amended, the “*Credit Agreement*”) among Wireless Facilities, Inc., a Delaware corporation (“*Borrower*”), the Lenders party thereto, and KeyBank National Association, as Administrative Agent. Borrower and the Administrative Agent, acting on behalf of the Requisite Lenders under the Credit Agreement, agree to amend the Credit Agreement as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.
2. One Time Extension of Time Period to Deliver Quarterly and Yearly Financials. For the fiscal year of Borrower ended on December 31, 2006, and the fiscal quarters of Borrower ended on March 31, 2007 and June 30, 2007, the time periods for delivering the financial statements described in Sections 6.1(a) and (b) of the Credit Agreement, respectively, is extended to the Permitted Delayed Reporting Date (as defined below). This is a one-time extension, and the time periods for delivering the financial statements described in Sections 6.1(a) and (b) for subsequent fiscal quarters and fiscal years is as set forth in the Credit Agreement.

“*Permitted Delayed Reporting Date*” means the first to occur of:

- (a) September 30, 2007; and
  - (b) the date upon which the Borrower has filed both of the following with the Securities and Exchange Commission (the “*Commission*”): (i) its Form 10-K with its financial statements for the fiscal year of Borrower ended on December 31, 2006 (“*Borrower’s 10-K*”), and (ii) its Form 10-Q with its financial statements for the fiscal quarters of Borrower ending on March 31, 2007 and June 30, 2007 (“*Borrower’s 10-Q*”).
3. One Time Extension of Time Period to Deliver Compliance Certificate. The time period for delivering the Compliance Certificates for the fiscal year ended December 31, 2006 and the fiscal quarters ended March 31, 2007 and June 30, 2007, as required by Section 6.2(a) of the Credit Agreement, is extended to the Permitted Delayed Reporting Date. This is a one-time extension, and the time period for delivering subsequent Compliance Certificates is as set forth in the Credit Agreement.
  4. One Time Consent to Late Filing of Borrower’s 10-K and 10-Q and Related Waivers; Limitation on Additional Borrowing.
    - (a) Until the Permitted Delayed Reporting Date, Borrower’s failure to file with the Commission Borrower’s 10-K or Borrower’s 10-Q by the applicable deadline specified by the Commission, for the reasons set forth in the Form 12b-25 attached hereto as Exhibit A, filed by the Borrower with the Commission on

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March 16, 2007 (as filed, the “*Form 12b-25*”), shall not, without more, constitute a Default, an Event of Default or a Material Adverse Effect.

- (b) For purposes of Section 8(a) of this Amendment (but not for purposes of Section 4.2(a) of the Credit Agreement), the representations and warranties made in the Credit Agreement (but not in any Request for Extension of Credit submitted by the Borrower after the date hereof) shall be modified to the extent caused by matters described in Part III of the Borrower’s Form 12b-25, matters reasonably related thereto, or matters incidental thereto that are not material to the Borrower. For the avoidance of doubt, the Lenders and the Borrower hereby agree that the Lenders shall not be required to honor any Requests for Extensions of Credit made by the Borrower on or after the date hereof until Borrower has (i) filed with the Commission (and delivered copies to Administrative Agent) of Borrower’s 10-K and Borrower’s 10-Q, (ii) delivered to Administrative Agent Borrower’s financial statements and Compliance Certificates described in Sections 2 and 3 of this Amendment, and (iii) all other conditions of Section 4.2 of the Credit Agreement are satisfied.
  - (c) Administrative Agent and the Requisite Lenders agree to the limited waivers set forth in Sections 4(a) and 4(b) of this Amendment, it being acknowledged by Borrower that each is a one-time waiver ending on the Permitted Delayed Reporting Date.
5. Permanent Decrease in “Total Commitments”; Deletion of Credit Agreement Section 2.12. Pursuant to Section 2.5 of the Credit Agreement, Borrower hereby permanently and irrevocably reduces the Total Commitments (a) effective on the date hereof, to \$55,000,000; (b) effective on September 30, 2007, to \$50,000,000; and (c) effective upon receipt by Borrower of principal payments under the below defined LCC Note (or sales proceeds of the same), to \$35,000,000. In addition to the foregoing, Borrower, Administrative Agent and the Requisite Lenders hereby agree to delete Section 2.12 of the Credit Agreement in its entirety.
  6. Conditions Subsequent. (a) The Borrower hereby agrees to deliver preliminary, unaudited drafts of the financial statements required pursuant to Section 6.1(b) of the Credit Agreement for the fiscal quarter ended March 31, 2007, by no later than June 15, 2007.
    - (b) In connection with the Borrower’s sale (the “*Sale*”) of its engineering business to LLC International, Inc. (“*Purchaser*”) pursuant to that certain Asset Purchase Agreement dated as of May 29, 2007, the Borrower is retaining working capital in the approximate amount of \$7,000,000 (the “*Retained W/C*”). The Borrower hereby agrees to apply the amount \$4,000,000 of the Retained W/C to payment of Loans currently outstanding under the Credit Agreement as follows: \$1,000,000 on or before each of June 29, 2007, July 31, 2007, August 31, 2007 and September 28, 2007.
    - (c) In connection with the Sale, the Borrower is receiving a Subordinated Promissory Note from the Purchaser in the original principal amount of \$22,000,000 (the

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"LCC Note"). The Borrower hereby agrees to apply (immediately upon receipt thereof) all (i) principal payments received under the LCC Note and/or (ii) proceeds of the sale of the LLC Note to payment of Loans then outstanding under the Credit Agreement. Borrower further acknowledges and agrees that no Disposition of the LLC Note is permitted under the Loan Documents.

7. Conditions Precedent. The effectiveness of this Amendment is conditioned upon the receipt by the Administrative Agent of (a) written consents to the execution, delivery and performance hereof from the Requisite Lenders under the Credit Agreement, (b) the payment of \$14,000,000 on the date hereof (being a portion of the proceeds from the Sale for application to payment of a portion of the Loans currently outstanding under the Credit Agreement as described in Section 2 of that certain Release Agreement dated as of the date hereof between the Administrative Agent and the Borrower, and (c) the LLC Note.
8. Representations and Warranties. Borrower represents and warrants to the Administrative Agent and the Lenders that:
  - (a) Except as specifically described in Section 4 above and as otherwise provided in this Section 8, no Default or Event of Default has occurred and remains continuing and that each of the representations and warranties of Borrower contained in Section 5 of the Credit Agreement is true and correct in all material respects as of the date hereof (except to the extent that such representations and warranties specifically refer to an earlier date).
  - (b) From the Closing Date to the date this Amendment becomes effective pursuant to Section 7 hereof, no event or circumstance has occurred that constitutes a Material Adverse Effect.
  - (c) The information provided by Borrower to the Lenders in connection with this Amendment, taken as a whole, has not contained any untrue statement of a material fact and has not omitted a material fact necessary to make the statements contained therein, taken as a whole, not misleading under the totality of the circumstances existing at the date such information was provided and in the context in which it was provided.
9. Notice of Material Adverse Effect. If any event or circumstance constituting a Material Adverse Effect relating to the matters described in Form 12b-25 occurs, Borrower shall deliver notice to the Administrative Agent describing such Material Adverse Effect in reasonable detail promptly after, to the best knowledge of Borrower, such event or circumstance occurs.
10. Effect of Limited Waiver; Confirmation. Except to the limited extent expressly set forth in this Amendment, no consent or waiver, express or implied, by the Administrative Agent or any Lender to or for any breach of or deviation from any covenant, condition or duty by any Credit Party may be deemed a consent or waiver to or of any other breach of

the same or any other covenant, condition or duty. In all other respects, the terms of the Credit Agreement and the other Loan Documents are confirmed.

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

WIRELESS FACILITIES, INC.,  
a Delaware corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KEYBANK NATIONAL ASSOCIATION, as  
Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENT OF GUARANTORS**

Reference is made to the Second Amendment to Credit Agreement ("Amendment") dated as of June 1, 2007 entered into with reference to the Credit Agreement dated as of October 2, 2006 (the "Credit Agreement") among Wireless Facilities, Inc., a Delaware corporation ("Borrower"), the Lenders party thereto, and KeyBank National Association, as Administrative Agent. Capitalized terms used but not defined in this Consent of Guarantors have the meanings given to them in the Amendment.

Reference is also made to the Multi-Party Guaranty dated as of October 2, 2006, and executed by the Guarantors party thereto (the "Guaranty").

Each of the undersigned consents to the changes to the Credit Agreement contemplated by the Amendment. Each of the undersigned agrees that the execution of this Consent of Guarantors is not necessary for the continued validity and enforceability of the Guaranty, but is executed to induce the Administrative Agent and the Lenders to agree to the Amendment.

Each of the undersigned represents and warrants to the Administrative Agent and the Lenders that the Guaranty remains in full force and effect in accordance with its terms.

This Consent of Guarantors is dated as of the date of the Amendment.

**MADISON RESEARCH CORPORATION**, an  
Alabama corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECUREPLANET, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WFI NMC CORP.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**WFI TEXAS, INC.**, a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WFI GEORGIA INC.**, a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WFI DELAWARE INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WFI GOVERNMENT SERVICES, INC.**, a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEFENSE SYSTEMS, INCORPORATED**, a  
Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**JMA ASSOCIATES, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WFI SOUTHWEST L.P.**, a Texas limited partnership

By: WFI Texas, Inc., a Texas corporation,  
its General Partner:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**CONSENT OF LENDER**

This Consent of Lender is delivered with reference to the Credit Agreement dated as of October 2, 2006 (the "*Credit Agreement*") among Wireless Facilities, Inc., a Delaware corporation ("*Borrower*"), the Lenders party thereto, and KeyBank National Association, as Administrative Agent. Capitalized terms used but not defined in this Consent of Lender have the meanings given to them in the Credit Agreement.

The undersigned Lender consents to and approves of the execution, delivery and performance of the proposed Second Amendment to Credit Agreement dated as of June 1, 2007, by the Administrative Agent on behalf of the Lenders, in the form attached to this Consent of Lender.

\_\_\_\_\_  
[Typed/Printed Name of Lender]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*FIRST AMENDMENT  
CONSENT OF LENDER*

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EXHIBIT A

FORM 12B-25

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**FOR IMMEDIATE RELEASE**

**Press Contact:**  
 Mike Banas  
 Ashton Partners  
 312-553-6704 Direct

**Investor Contact:**  
 Bryan Raassi  
 Ashton Partners  
 877-934-4687  
 investor@wfinet.com

**WFI ANNOUNCES CLOSE OF \$46 MILLION SALE OF U.S. WIRELESS ENGINEERING BUSINESS TO LCC INTERNATIONAL**

**SAN DIEGO, CA, JUNE 4, 2007**—WFI (NASDAQ: WFII), a leader in information technology solutions, command and control systems, weapon systems operations and maintenance, enterprise security solutions and the deployment and management of 3G, 4G, WiMAX and other wireless broadband communication networks, announced today that it has completed the previously announced transaction to sell its U.S. Wireless Engineering business to LCC International (NASDAQ: LCCI). The transaction is valued at \$46 million in total consideration, with \$17 million received at closing, approximately \$7 million in retained accounts receivable to be collected over the next few months, and the balance of approximately \$22 million to be paid in accordance with the terms of a subordinated promissory note which was delivered at closing. As previously indicated, the note includes an interest rate escalation feature to encourage early payment by LCC, which both LCC and WFI believe could occur by the end of the year.

“This is a milestone event on a number of important levels,” said Eric DeMarco, President and CEO of WFI. “For WFI, this transaction will generate a substantial amount of cash to be used to reduce debt and improve overall liquidity; for WFI’s shareholders and the investment community, this transaction allows the Company to place greater emphasis on the highest opportunity segments within our business while reducing an element of risk in a highly competitive and consolidating industry; and for the WFI engineers and the industry, the resulting merger will create new opportunities and economies of scale to deliver better, more efficient services. With this transaction now closed, WFI will continue to move forward with our transformation strategy and building the business.”

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**About WFI**

Headquartered in San Diego, CA, WFI is a leading provider of professional services in the areas of defense, technology, security solutions and wireless network deployment. With approximately 2,000 professionals, WFI specializes in IT services, command and control systems, weapon systems operations and maintenance, security solutions and the deployment and management of 3G, 4G, WiMAX and other wireless broadband communication networks. WFI performs work for a range of federal government agencies, including the U.S. Department of Defense, various state and local agencies, Fortune 1000 enterprise companies and wireless carriers. News and information are available at [www.wfinet.com](http://www.wfinet.com). (code: WFI-mb)

**Notice Regarding Forward-Looking Statements**

This news release contains certain forward-looking statements including, without limitation, expressed or implied statements concerning the Company’s expectations regarding future competitiveness and market opportunities. Such statements are only predictions, and the Company’s actual results may differ materially. Factors that may cause the Company’s results to differ include, but are not limited to: risks that the stock option review will not be completed in a timely manner; risks that the review and the announcement thereof will cause disruption of the Company’s operations and distraction of its management; risks that the review will identify other issues not currently being considered that could delay or alter the results of the review; risks of adverse regulatory action or litigation; risk that the Company’s lender will declare a default under the Company’s line of credit. The Company undertakes no obligation to update any forward-looking statements. These and other risk factors are more fully discussed in the Company’s Quarterly Report on Form 10-Q for the period ended September 30, 2006 and in other filings made with the Securities and Exchange Commission.

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