

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): September 30, 2019

Aceto Corporation

(Exact Name of Registrant as Specified in its Charter)

New York  
(State or Other Jurisdiction  
of Incorporation)

001-38733  
(Commission File Number)

11-1720520  
(IRS Employer  
Identification No.)

1221 McKinney Street, Suite 3275, Houston, TX 77010

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (713) 276-4900

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None.	None.	None.

### **Item 1.03 Bankruptcy or Receivership.**

On February 19, 2019, Aceto Corporation (the “Company”) and certain of its U.S. subsidiaries (collectively with the Company, the “Debtors”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”). The Debtors’ chapter 11 cases are being jointly administered under the caption and case number, *In re Aceto Corporation, et al.*, Case No. 19-13448 (Jointly Administered). On September 18, 2019, the Company’s *Second Modified Joint Plan of Liquidation of Aceto Corporation and Its Affiliated Debtors* (as amended and supplemented, the “Plan”) was confirmed by the Bankruptcy Court. As of October 1, 2019 at 12:01 a.m. (Eastern Standard Time), all applicable conditions set forth in the Plan were satisfied or waived and the effective date of the Plan occurred (the “Effective Date”). Pursuant to the Plan, all existing equity interests were cancelled on the Effective Date; provided that one share of the Company’s common stock was issued and transferred to the Plan Administrator (as defined in the Plan) for purposes of administering the wind-down of the Company.

### **Item 3.03 Material Modification to Rights of Security Holders.**

On September 30, 2019, the Company and American Stock Transfer & Trust Company, LLC, as Rights Agent, entered into a Second Amendment (the “Second Amendment”) to the Tax Asset Protection Rights Agreement, dated as of November 5, 2018, as amended (the “Rights Agreement”). The Second Amendment accelerated the expiration of the rights to purchase one one-thousandth of a share of Series A Participating Cumulative Preferred Stock (the “Rights”) under the Rights Agreement from the close of business on November 5, 2020 to 12:01 a.m. (Eastern Standard Time) on October 1, 2019, and had the effect of terminating the Rights Agreement on that date. At the time of the termination of the Rights Agreement, all of the Rights distributed to holders of the Company’s Common Stock pursuant to the Rights Agreement expired.

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Amendment, which is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On the Effective Date, the certificate of incorporation of the Company, as in effect immediately prior to the Effective Date, was amended and restated to be in the form of the certificate of incorporation attached as Exhibit 3.1, which is incorporated herein by reference.

On the Effective Date, the bylaws of the Company were amended and restated to be in the form of the bylaws attached as Exhibit 3.2, which is incorporated herein by reference.

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

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">3.1</a>	<a href="#">Amended and Restated Certificate of Incorporation.</a>
<a href="#">3.2</a>	<a href="#">Amended and Restated Bylaws.</a>
<a href="#">4.1</a>	<a href="#">Second Amendment to the Tax Asset Protection Rights Agreement, between Aceto Corporation and American Stock Transfer &amp; Trust Company, LLC, as Rights Agent, dated September 30, 2019.</a>

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

ACETO CORPORATION

Date: October 1, 2019

By: /s/ Steven S. Rogers  
Steven S. Rogers  
President

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**RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**ACETO CORPORATION**

*(Under Section 807 of the Business Corporation Law of the State of New York)*

Pursuant to Section 807 of the Business Corporation Law of the State of New York (as amended from time to time, the "NYBCL"), I, the undersigned officer of ACETO CORPORATION, a New York corporation (the "Corporation"), do hereby certify as follows:

1. The name of the Corporation is Aceto Corporation. The name under which the Corporation was initially formed is Aceto Chemical Co. Inc.
  2. On June 13, 1947, the Certificate of Incorporation was initially filed with the Department of State of New York (the "DOS").
  3. On November 9, 2015, the Certificate of Incorporation, as amended and restated thereto, was filed with the DOS.
  4. On February 19, 2019, the Corporation and certain of its affiliates each commenced a voluntary case under title 11, chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").
  5. The Certificate of Incorporation, as heretofore amended (this "Certificate of Incorporation"), is hereby amended and/or changed to effect certain amendments or changes authorized by the NYBCL, to wit:
    - (a) to change the purposes of the Corporation to include that it will be in accordance with the Plan (as defined herein), as permitted under Section 402(a)(2) of the NYBCL;
    - (b) to change the authorized common stock and eliminate the Board of Directors' authority to issue preferred stock, in accordance with Section 402(a)(4) of the NYBCL;
    - (c) to change the county within the State of New York in which the office of the Corporation is located, as required by Section 402(a)(3) of the NYBCL;
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(d) to change the post-office address to which the Secretary of the State shall mail a copy of any process against the Corporation served upon him or her as required by Section 402(a)(7) and (8) of the NYBCL;

(e) to change the size of the Board of Directors as permitted under Section 402(c) of the NYBCL;

(f) to add provisions relating to the removal of directors and provisions relating to the Board of Directors of the Corporation in the management of the business of the Corporation as permitted under Section 402(c) of the NYBCL;

(g) to change provisions relating to the indemnification of the Corporation's directors and officers as permitted by Section 402(b) of the NYBCL and as authorized by Article 7 of the NYBCL;

(h) to add a provision relating to the locations of stockholder meetings and the Corporation's books, as permitted by Section 402(c) of the NYBCL; and

(i) to add provisions relating to any conflicts in meaning between the Certificate of Incorporation and the By-Laws and the Certificate of Incorporation and the Plan (as defined herein), as permitted by Section 402(c) of the NYBCL.

6. To accomplish the foregoing amendments, the following Articles of the Certificate of Incorporation are hereby amended, and when applicable, renumbered, to read as set forth in the same, renumbered or newly added Articles of the Certificate of Incorporation as hereinafter restated:

(a) Article SECOND of the Certificate of Incorporation relating to the purposes for which this Corporation is formed is amended in its entirety to read as follows:

SECOND: The Corporation is formed (a) to engage in any lawful act or activity for which corporations may be organized under the NYBCL and (b) as contemplated by the Plan, provided that the Corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

(b) Article THIRD of the Certificate of Incorporation relating to the authorized shares of the Corporation is amended in its entirety to read as follows:

THIRD: The aggregate number of shares which the Corporation shall have authority to issue is one share, which shall be Common Stock, par value \$.01 per share. The Corporation shall not be authorized to issue any non-voting capital stock of any class, series or other designation to the extent prohibited by section 1123(a)(6) of the Bankruptcy Code; provided, however, that, the foregoing restriction shall (i) have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code and (ii) only have such force and effect to the extent and for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applies to the Corporation.

(c) Article FOURTH setting forth the county location of the Corporation's office is amended in its entirety to read as follows:

FOURTH: The county, within this state, in which the office of the Corporation is to be located is New York County.

(d) Article FIFTH setting forth the Corporation's registered agent and service of process is amended in its entirety to read as follows:

FIFTH: The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding may be served; the office of the Corporation shall be located at 10 East 40th Street, 10th Floor, New York, New York, 10016; and the address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation served upon him or her as agent of the Corporation is Cogency Global Inc., 10 East 40th Street, 10th Floor, New York, New York, 10016.

(e) Article SIXTH setting forth the size of the Board of Directors is amended in its entirety to include additional provisions relating to the Board of Directors in the management of the business of the Corporation, as follows:

SIXTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the "Board of Directors"). The election of directors need not be by written ballot. The number of directors which shall constitute the entire Board of Directors shall be one (1) person. Pursuant to the Plan, the Plan Administrator shall serve as such director. The sole director of the Corporation shall hold office until his successor shall be elected and shall qualify, subject, however, to prior death, disability, resignation, retirement, disqualification or removal from office. Any vacancies on the Board of Directors resulting from death, disability, resignation, retirement, disqualification, or removal from office shall be filled by a vote of the stockholder of the Corporation. A director may be removed from office by the stockholder of the Corporation (as directed by the Plan Administrator) only for cause. In furtherance and not in limitation of the powers conferred by law, the Board of Directors or the stockholder is expressly authorized to alter, amend, repeal, in whole or in part, or adopt new bylaws of the Corporation (the "By-Laws"), subject to the requirements of the Bankruptcy Code and in accordance with the Plan;provided, however, that notice of such alteration, amendment, repeal or adoption shall be contained in the notice of meeting of the stockholder or the Board of Directors, as the case may be, at which such action is proposed to be taken. Any such alteration, amendment, repeal or adoption must be approved by the affirmative vote of either the stockholder or, the sole director of the Corporation.

(f) A new Article SEVENTH relating to the locations of stockholder meetings and the books of the Corporation has been added to read as follows:

SEVENTH: Meetings of the stockholder may be held within or outside the State of New York, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the NYBCL) at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws.

(g) A new Article EIGHTH relating to the reservation of rights to amend, alter, change or repeal any provision contained in this Certificate of Incorporation has been added to read as follows:

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter prescribed by law, subject to the requirements of the NYBCL and the Bankruptcy Code and in accordance with the Plan, and all rights conferred upon the stockholder of the Corporation or others herein are granted subject to this reservation.

(h) Former Article Seventh indemnification of directors and officers of the Corporation has been renumbered as Article NINTH, and is amended in its entirety to read as follows:

NINTH: The Corporation shall indemnify to the fullest extent permitted by the NYBCL any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Corporation or any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein. Nothing contained in this section shall limit the ability of the Corporation to indemnify or advance expenses to any current or former director, officer, employee or agent of the Corporation pursuant to law or any agreement, action of the Board of Directors or the Stockholder or other arrangement or limit any right any current or former director, officer, employee or agent may have to indemnify or advance of expenses under any bylaw of the Corporation in effect prior to the date of these By-Laws with respect to any action taken, any omission, status as a director, officer, employee or agent or any state of affairs existing prior to the date of these By-Laws. This indemnification shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification or advancement of expenses may be entitled, whether provided by law or contained in the Certificate of Incorporation or Bylaws, or a resolution of the sole stockholder, a resolution of the Board, or an agreement provided for such indemnification. The Corporation shall have the power to purchase and maintain insurance to cover (i) directors, officers, employees, agents, attorneys, trustees and other representatives and (ii) the Corporation for any obligation relating to indemnification. The intent of the foregoing indemnification provisions is both to confirm and to expand upon the indemnification provided by the NYBCL. No repeal or modification of this Article shall adversely affect any right or protection of a director of the Corporation existing at the date of such repeal or modification or create any liability or adversely affect such right or protection with respect to any act or omission occurring prior to such repeal or modification.

(i) Former Article Eighth relating to the elimination, to the extent permitted by applicable law, of the personal liability of directors of the Corporation to the Corporation and its stockholders for certain monetary damages has been renumbered as Article TENTH, with no other changes.

(j) Former Article Ninth relating to the preemptive rights of the stockholders has been renumbered as Article ELEVENTH, with no other changes.

(k) A new Article TWELFTH relating to any conflicts in meaning between the Certificate of Incorporation and the Plan (as defined herein), is added to read as follows:

TWELFTH: Notwithstanding anything to the contrary herein, in the case of any inconsistency between this Certificate of Incorporation and the Plan, the Plan shall govern.

7. The Certificate of Incorporation, as amended hereby, has been authorized and approved in all respects, without further action under applicable law, regulation, order, or rule, including, without limitation, any action by the Board of Directors of the Corporation and the stockholder of the Corporation, in each case by written consent, and pursuant to the Second Modified Joint Plan of Liquidation of Aceto Corporation and Its Affiliated Debtors (the "Plan"), as confirmed by the Bankruptcy Court on September 18, 2019, and which is effective as of October 1, 2019.

8. The Plan provides for the appointment of Steven S. Rogers in his capacity as Plan Administrator as the sole director of the Corporation. Pursuant to the Plan, on October 1, 2019, the Corporation and Steven S. Rogers, as Plan Administrator, entered into that certain Plan Administrator Agreement. Pursuant to the Plan, one share of common stock of the Corporation has been issued and transferred to the Plan Administrator for purposes of administering the wind-down of the Corporation. Pursuant to the Plan, all other shares of the capital stock of the Corporation have been cancelled.

9. This Certificate of Incorporation has been duly executed and acknowledged by a representative of the Corporation appointed pursuant to the Plan.

10. To effect the foregoing amendments, the Certificate of Incorporation, as amended, is hereby restated as amended in its entirety to read as follows:

FIRST: The name of the Corporation is ACETO CORPORATION.

SECOND: The Corporation is formed (i) to engage in any lawful act or activity for which corporations may be organized under the NYBCL and (ii) as contemplated by the Plan, provided that the Corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The aggregate number of shares which the Corporation shall have authority to issue is one share, which shall be Common Stock, par value \$.01 per share. The Corporation shall not be authorized to issue any non-voting capital stock of any class, series or other designation to the extent prohibited by section 1123(a)(6) of the Bankruptcy Code; provided, however, that, the foregoing restriction shall (i) have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code and (ii) only have such force and effect to the extent and for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applies to the Corporation.

FOURTH: The county, within this state, in which the office of the Corporation is to be located is New York County.

FIFTH: The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding may be served; the office of the Corporation shall be located at 10 East 40th Street, 10th Floor, New York, New York, 10016; and the address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation served upon him or her as agent of the Corporation is Cogency Global Inc., 10 East 40th Street, 10th Floor, New York, New York, 10016.

SIXTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the "Board of Directors"). The election of directors need not be by written ballot. The number of directors which shall constitute the entire Board of Directors shall be one person. Pursuant to the Plan, the Plan Administrator shall serve as such director. The sole director of the Corporation shall hold office until his successor shall be elected and shall qualify, subject, however, to prior death, disability, resignation, retirement, disqualification or removal from office. Any vacancies on the Board of Directors resulting from death, disability, resignation, retirement, disqualification, or removal from office shall be filled by a vote of the stockholder of the Corporation. A director may be removed from office by the stockholder of the Corporation (as directed by the Plan Administrator) only for cause. In furtherance and not in limitation of the powers conferred by law, the Board of Directors or the stockholder is expressly authorized to alter, amend, repeal, in whole or in part, or adopt new bylaws of the Corporation (the "By-Laws"), subject to the requirements of the Bankruptcy Code and in accordance with the Plan; provided, however, that notice of such alteration, amendment, repeal or adoption shall be contained in the notice of meeting of the stockholder or the Board of Directors, as the case may be, at which such action is proposed to be taken. Any such alteration, amendment, repeal or adoption must be approved by the affirmative vote of either the stockholder or, the sole director of the Corporation.

SEVENTH: Meetings of the stockholder may be held within or outside the State of New York, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the NYBCL) at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter prescribed by law, subject to the requirements of the NYBCL and the Bankruptcy Code and in accordance with the Plan, and all rights conferred upon the stockholder of the Corporation or others herein are granted subject to this reservation.

NINTH: The Corporation shall indemnify to the fullest extent permitted by the NYBCL any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Corporation or any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein. Nothing contained in this section shall limit the ability of the Corporation to indemnify or advance expenses to any current or former director, officer, employee or agent of the Corporation pursuant to law or any agreement, action of the Board of Directors or the Stockholder or other arrangement or limit any right any current or former director, officer, employee or agent may have to indemnify or advance of expenses under any bylaw of the Corporation in effect prior to the date of these By-Laws with respect to any action taken, any omission, status as a director, officer, employee or agent or any state of affairs existing prior to the date of these By-Laws. This indemnification shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification or advancement of expenses may be entitled, whether provided by law or contained in the Certificate of Incorporation or Bylaws, or a resolution of the sole stockholder, a resolution of the Board, or an agreement provided for such indemnification. The Corporation shall have the power to purchase and maintain insurance to cover (i) directors, officers, employees, agents, attorneys, trustees and other representatives and (ii) the Corporation for any obligation relating to indemnification. The intent of the foregoing indemnification provisions is both to confirm and to expand upon the indemnification provided by the NYBCL. No repeal or modification of this Article shall adversely affect any right or protection of a director of the Corporation existing at the date of such repeal or modification or create any liability or adversely affect such right or protection with respect to any act or omission occurring prior to such repeal or modification.

TENTH: To the fullest extent permitted by the NYBCL as presently in effect or hereafter amended, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any breach of duty as a director. If the NYBCL is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of the directors, then the liability of a director of the Corporation shall be, without further corporate action, eliminated or limited to the fullest extent permitted by the NYBCL, as so amended. No repeal or modification of this Article shall adversely affect any right or protection of a director of the Corporation existing at the date of such repeal or modification or create any liability or adversely affect such right or protection with respect to any act or omission occurring prior to such repeal or modification.

ELEVENTH: No holder of any shares of any class shall have any preemptive right to purchase any other shares or securities of any class which may at any time be sold or offered by the Corporation.

TWELFTH: Notwithstanding anything to the contrary herein, in the case of any inconsistency between this Certificate of Incorporation and the Plan, the Plan shall govern.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, this Certificate of Incorporation has been duly executed and delivered by the undersigned authorized officer of the Corporation on the 1<sup>st</sup> day of October, 2019.

**ACETO CORPORATION**

By: /s/ Steven S. Rogers  
Name: Steven S. Rogers  
Title: President

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**RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**ACETO CORPORATION**  
**UNDER SECTION 807**  
**OF**  
**THE BUSINESS CORPORATION LAW OF THE STATE OF NEW YORK**

**Filer:**

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
New York, New York 10020

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**ACETO CORPORATION**

**BY-LAWS**

**ARTICLE I  
OFFICES**

Aceto Corporation (the "Corporation") shall maintain a registered office in the State of New York. The Corporation may also have other offices at such places, either within or outside the State of New York, as the board of directors of the Corporation (the "Board of Directors" or the "Board") may from time to time designate or the business of the Corporation may require.

**ARTICLE II  
STOCKHOLDERS**

1. *Place of Meetings.* Meetings of the sole stockholder of the Corporation (the "Stockholder") for any purpose shall be held on such date, at such time and at such place, either within or outside the State of New York, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2. *Annual Meeting.* The annual meeting of the Stockholder shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meeting the Stockholder shall transact such business as is properly brought before the meeting. Notice of the annual meeting of the Stockholder stating the place, date and hour of the meeting shall be given as permitted by law to the Stockholder not less than ten (10) nor more than sixty (60) days before the date of such meeting.

3. *Special Meetings.* Unless otherwise prescribed by law or the Restated Certificate of Incorporation (such Certificate, as amended from time to time, the "Certificate of Incorporation"), special meetings of the Stockholder may be called only by the Stockholder, the sole director or the President in the absence or disability of the sole director or the President, or the Secretary at the request of the Board of Directors. Notice of a special meeting stating the place, date and hour of the meeting and the purposes for which the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date of such meeting to the Stockholder. Only such business as is specified in the notice of the special meeting shall come before such meeting.

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4 . *Quorum.* Except as otherwise provided by law or by the Certificate of Incorporation, the presence in person or representation by proxy of the Stockholder shall constitute a quorum at all meetings of the Stockholder for the transaction of business.

5 . *Voting.* When a quorum is present or represented at any meeting, the vote of the Stockholder shall decide any question brought before such meeting. The Stockholder shall be entitled at every meeting of the Stockholder to one vote for each share of stock held by it, and such vote may be cast either in person or by proxy.

6 . *Action by Stockholder Without a Meeting.* Any action required to be taken at any annual or special meeting of the Stockholder, or any action which may be taken at any annual or special meeting of the Stockholder, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Stockholder and shall be delivered to the Corporation by delivery to its principal place of business or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the Stockholder are recorded.

### **ARTICLE III BOARD OF DIRECTORS**

1 . *Number, Classification, Election and Qualifications.* Except as otherwise provided herein, matters relating to the number, election, tenure, qualification, vacancies and removal of directors are addressed in the Certificate of Incorporation.

2 . *Duties and Powers.* The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are prescribed by statute or by the Certificate of Incorporation, the Second Modified Joint Plan of Liquidation of Aceto Corporation and Its Affiliated Debtors (the "Plan"), as confirmed by the United States Bankruptcy Court for the District of New Jersey on September 18, 2019, the Plan Administrator Agreement dated October 1, 2019, or by these By-Laws.

3 . *Meetings.* The Board of Directors of the Corporation may hold meetings, both regular and special, either within or outside the State of New York. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the sole director or the President. Notice thereof stating the place, date and hour of the meeting shall be given to the sole director either (i) by mail or courier not less than forty-eight (48) hours before the date of the meeting or (ii) by telephone, telegram or facsimile or electronic transmission, not less than twenty-four (24) hours before the time of the meeting or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances (provided that notice of any meeting need not be given to any director who shall either submit, before or after such meeting, a waiver of notice or attend the meeting without protesting, at the beginning thereof, the lack of notice).

4 . *Quorum*. Except as may be otherwise provided by law, the Certificate of Incorporation or these By-Laws, the sole director shall be necessary to constitute a quorum for the transaction of business. The sole director may adjourn the meeting to such time and place as such director may determine without notice other than an announcement at the meeting.

5 . *Action Without A Meeting*. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if the sole director consents in writing or by electronic transmission to the adoption of a resolution authorizing the action. The resolution and the consents thereto in writing or by electronic transmission by the sole director shall be filed with the minutes of the proceedings of the Board of Directors or such committee.

6 . *Compensation*. The sole director, as such, shall not receive any stated amount of compensation for such director's services, provided that, by resolution, the Board shall have authority to fix the compensation of the sole director and provide for the reimbursement of expenses of attending meetings; provided further that nothing herein contained shall be construed to preclude the sole director from serving the Corporation in any other capacity and receiving salary and/or compensation therefor, including as Plan Administrator.

7 . *Resignation*. The sole director may, at any time, resign, such resignation to take effect upon receipt of written notice thereof by the sole stockholder of the Company, the President or the Secretary, unless otherwise stated in the resignation. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

8 . *Telephonic Meetings*. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, the sole director may participate in a meeting of the Board of Directors by means of a conference telephone or other communications equipment allowing all persons participating in the meeting to hear each other. Participation by such means shall constitute presence in person at the meeting.

#### **ARTICLE IV OFFICERS**

1 . *Appointment*. The Board may appoint a President, a Secretary and a Treasurer and may also appoint one or more Vice Presidents, and may from time to time appoint such other officers (including an Assistant Secretary or Assistant Treasurer) as it may deem proper. Any two or more of the aforesaid offices may be filled by the same person.

2 . *Term of Office*. Unless otherwise provided in the resolution choosing him/her, each officer shall hold his/her office until the meeting of the Board following the next annual meeting of stockholders and until such person's successor shall have been chosen and shall qualify, or until such person's death or resignation, or until such person's removal in the manner hereinafter provided. Any officer may be removed from office at any time, for or without cause, by the sole director. Any officer may resign his/her office at any time, such resignation to take effect upon receipt of written notice thereof by the Corporation, unless otherwise stated in the resignation. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board.

3. *The President.* The President shall have the general control and management of the business and affairs of the Corporation subject, however, to the control of the Board. The President shall have the power, subject to the control of the Board, to appoint or discharge and to prescribe the duties and to fix the compensation of such agents and employees of the Corporation as he/she may deem necessary. He/she shall have the authority to make and sign bonds, mortgages and other contracts and agreements in the name and on behalf of the Corporation, except when the Board by resolution instructs the same to be done by some other officer or agent. He/she shall see that all orders and resolutions of the Board are carried into effect and shall perform all other duties necessary to his/her office or properly required of him/her by the Board subject, however, to the right of the Board to delegate any specific powers, except such as may by statute be exclusively conferred upon the President, to any other officer or officers of the Corporation.

4. *Vice Presidents.* Each Vice President shall have such powers and perform such duties as may be assigned to him/her from time to time by the President.

5. *The Secretary.* The Secretary shall attend all sessions of the Board and all meetings of the Stockholder and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He/she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He/she shall keep in safe custody the seal of the Corporation and shall see that it is affixed to all documents, the execution of which, on behalf of the Corporation, under its seal, is necessary or proper, and, when so affixed, may attest the same.

6. *Treasurer.* The Treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board, and shall cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall in a timely manner deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. He/she shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the sole director, at the regular meetings of the Board, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Corporation.

#### **ARTICLE V STOCK CERTIFICATES**

1. *Issuance of Stock Certificates.* The capital stock of the Corporation shall be represented by certificates or shall be uncertificated shares. Certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Corporation and may be sealed with the seal of the Corporation. Such seal may be a facsimile, engraved or printed.

2. *Lost Stock Certificates.* The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate, or its legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

**ARTICLE VI  
INDEMNIFICATION**

1 . *Directors and Officers.* The Corporation shall indemnify to the fullest extent permitted by the Business Corporation Law of New York (the “NYBCL”) any person (an “Indemnified Person”) made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Corporation or any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he/she, his/her testator or intestate, was a director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney’s fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein. Nothing contained in this section shall limit the ability of the Corporation to indemnify or advance expenses to any current or former director, officer, employee or agent of the Corporation pursuant to law or any agreement, action of the Board of Directors or the Stockholder or other arrangement or limit any right any current or former director, officer, employee or agent may have to indemnify or advance of expenses under any bylaw of the Corporation in effect prior to the date of these By-Laws with respect to any action taken, any omission, status as a director, officer, employee or agent or any state of affairs existing prior to the date of these By-Laws.

2 . *Nonexclusivity.* Nothing contained in this Article VI shall limit the right to indemnification and advancement of expenses to which any person would be entitled by law in the absence of this Article, or shall be deemed exclusive of any other rights which such person seeking indemnification or advancement of expenses may have or to which such person hereafter may be entitled under law, any provision of the Certificate of Incorporation or By-laws, any agreement approved by the Board, or a resolution of Stockholder or sole director; and the adoption of any such resolution or entering into of any such agreement approved by the Board is hereby authorized.

3 . *Insurance.* The Corporation shall have the power to purchase and maintain insurance to cover (i) the sole director, officers, employees, agents, attorneys, trustees and other representatives and (ii) the Corporation for any obligation relating to indemnification. The intent of the foregoing indemnification provisions is both to confirm and to expand upon the indemnification provided by the NYBCL.

4 . *Continuity of Rights.* The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall (i) apply with respect to acts or omissions occurring prior to the adoption of this Article VI to the fullest extent permitted by law, (ii) survive the full or partial repeal or restrictive amendment hereof with respect to events occurring prior thereto, and (iii) be contract rights and such rights shall continue as to an Indemnified Person who has ceased to be a director or officer and shall inure to the benefit of the Indemnified Person’s heirs, executors and administrators.

**ARTICLE VII  
SEAL**

The seal of the Corporation shall be circular in form, shall bear the name of the Corporation and the words "Seal 1947 New York." The Seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on the certificates for shares or on any corporate obligation for the payment of money may be a facsimile, engraved or printed.

**ARTICLE VIII  
CHECKS**

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board or the President may from time to time designate.

**ARTICLE IX  
FISCAL YEAR**

The fiscal year of the Corporation shall be from July 1 through June 30, unless otherwise fixed by resolution of the Board of Directors from time to time.

**ARTICLE X  
VOTING SECURITIES**

Unless otherwise ordered by the Board, the President, the Treasurer or the Secretary, or, in the event of their absence or inability to act, the Vice Presidents, in order of seniority or priority established by the Board or by the President, unless and until the Board shall otherwise direct, shall have full power and authority on behalf of the Corporation to attend and to act and to vote, or to execute in the name and on behalf of the Corporation a proxy authorizing an agent or attorney-in-fact for the Corporation to attend and to act and to vote at any meetings of security holders of corporations in which the Corporation may hold securities, and at such meetings he/she or his/her duly authorized agent or attorney-in-fact shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have possessed and exercised, if present. The Board by resolution from time to time may confer like powers upon any other person or persons.

**ARTICLE XI  
CONTRACTS, INSTRUMENTS, POWERS OF ATTORNEY.**

In addition to the authority of the Board of Directors to authorize any person to do so, any officer of the Corporation may, subject to any contrary direction that the Board of Directors has provided, in the name and on behalf of the Corporation, enter into, execute and deliver any and all agreements, contracts, promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation, deeds, instruments, certificates, applications, approvals, proxies, powers of attorney, undertakings, filings and other documents pertaining to a matter within the authority of such officer as provided by these By-Laws or otherwise provided by action of the Board of Directors and may further authorize (including without limitation, by power of attorney) any employee or other person as agent for the Corporation to do so.

**ARTICLE XII  
FORUM**

The Supreme Court of the State of New York shall be the sole and exclusive forum for (i) any derivative action or derivative proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by the sole director or officer of the Corporation to the Corporation or the Corporation's Stockholder, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the New York Business Corporation Law or the Corporation's Certificate of Incorporation or By-laws, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

**ARTICLE XIII  
RELIANCE UPON BOOKS, REPORTS AND RECORDS**

The sole director and each officer of the Corporation shall, in the performance of his/her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or by any other person as to matters which such director or officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

**ARTICLE XIV  
NOTICES**

Whenever, under the provisions of these By-laws, notice is required to be given to the Stockholder or the sole director or any officer of the Corporation, it shall not be construed to mean personal notice, but unless otherwise expressly stated in these By-laws, such notice may be written or electronic. If mailed, such notice shall be given by depositing the same, with postage pre-paid, in a post office or official depository under the exclusive care and custody of the United States Postal Service, addressed to the Stockholder or such director or officer of the Corporation, at such address as appears on the books of the Corporation, and such notice shall be deemed to have been given at the time when the same was thus mailed. If transmitted electronically, such notice shall be deemed to have been given at the time when the same was so transmitted electronically.

**ARTICLE XV  
AMENDMENTS**

These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the Stockholder or by the Board of Directors at any meeting thereof; provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws shall be contained in the notice of such meeting of the Stockholder or in a notice of such meeting of the Board of Directors, as the case may be. All such amendments must be approved by either the affirmative vote of the Stockholder or by the sole director.

**ARTICLE XVI  
CESSATION OF OFFICERSHIP AND DIRECTORSHIP**

Any authority to act in the name or on behalf of the Corporation that was granted by name to any individual shall immediately cease in the event that such individual ceases to be an officer or director of the Corporation, unless otherwise provided by the Board of Directors.

**ARTICLE XVII  
WAIVERS**

Whenever under the provisions of law, the Certificate of Incorporation or these By-Laws, the Corporation or the Board of Directors is authorized to take any action after notice to the Stockholder or the sole director, or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of any period of time, if at any time before or after such action be completed such requirements be waived in writing by the person or persons entitled to said notice or entitled to participate in the action to be taken or, in the case of the Stockholder, by its attorney thereunto authorized, and, if the Stockholder or the sole director shall be present at any meeting, such presence shall constitute a waiver of notice for such meeting unless the Stockholder or director, as applicable, protests the lack of notice at the outset of the meeting.

**ARTICLE XVIII  
RATIFICATION**

Any transaction questioned, including in any lawsuit, on the ground of lack of authority, defective or irregular execution or authorization, adverse interest of a director, officer or stockholder, non-disclosure, miscalculation, or the application of improper principles or practices of accounting or on any ground, may be ratified (including, if questioned in any lawsuit, before or after judgment), by the Board of Directors or by the Stockholder, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be binding upon the Corporation and the Stockholder and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

Adopted: December 1, 2011  
Amended: October 1, 2019

**ARTICLE XIX  
CONFLICTS WITH PLAN**

Notwithstanding anything to the contrary herein, in the case of any inconsistency between these By-Laws and the Plan, the Plan shall govern.

SECOND AMENDMENT TO THE  
TAX ASSET PROTECTION RIGHTS AGREEMENT

SECOND AMENDMENT, dated as of September 30, 2019 (this "Second Amendment"), between Aceto Corporation, a New York corporation (the "Company"), and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company, as rights agent (the "Rights Agent"), to the Tax Asset Protection Rights Agreement, dated as of November 5, 2018 (the "Original Agreement"), as amended by the First Amendment to the Tax Asset Protection Rights Agreement, dated as of July 1, 2019 (the "First Amendment" and together with the Original Agreement, the "Rights Agreement"), between the Company and the Rights Agent. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Rights Agreement.

RECITALS

WHEREAS, the Company desires to terminate the Rights Agreement;

WHEREAS, pursuant to, and subject to the terms of, Section 26 of the Rights Agreement, prior to the Distribution Date, the Company and the Rights Agent may supplement or amend any provision of the Rights Agreement without the approval of any holders of the Rights;

WHEREAS, the Distribution Date has not yet occurred, and the Board of Directors of the Company has determined that an amendment to the Rights Agreement as set forth herein is desirable and the Company and the Rights Agent desire to evidence such amendment in writing;

WHEREAS, the Company has delivered to the Rights Agent a certificate stating that this Second Amendment complies with Section 26 of the Rights Agreement and has directed the Rights Agent to amend the Rights Agreement as set forth herein; and

WHEREAS, all acts and things necessary to make this Second Amendment a valid agreement, enforceable according to its terms, have been done and performed, and the execution and delivery of this Second Amendment by the Company and the Rights Agent have been in all respects duly authorized by the Company and the Rights Agent.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

SECTION 1. Amendment. The Rights Agreement is hereby amended as follows:

(a) The definition of "Final Expiration Date" in Section 1 of the Rights Agreement is hereby deleted in its entirety and replaced with the following:

"Final Expiration Date" shall mean 12:01 A.M. (Eastern Standard Time) on October 1, 2019."

SECTION 2. Miscellaneous.

(a) Except as expressly provided herein, all of the terms, conditions and other provisions of the Rights Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect in accordance with their respective terms. Any reference to the Rights Agreement in any instrument or document shall be deemed a reference to the Rights Agreement as amended hereby. In the event of any conflict or inconsistency between the provisions of the Rights Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment shall control.

(b) This Second Amendment, together with the Rights Agreement, constitute the entire agreement among the parties hereto and thereto and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof and thereof.

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(c) This Second Amendment shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be governed by and construed in accordance with the law of such State applicable to contracts to be made and performed entirely within such State.

*[Remainder of page intentionally left blank]*

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

ACETO CORPORATION

By: /s/ Steven S. Rogers

Name: Steven S. Rogers

Title: President

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: /s/ Michael A. Nespoli

Name: Michael A. Nespoli

Title: Executive Director

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