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**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):  
**December 13, 2017**

**ACETO CORPORATION**

(Exact name of registrant as specified in its charter)

**New York**  
(State or Other Jurisdiction of  
Incorporation)

**000-04217**  
(Commission File Number)

**11-1720520**  
(I.R.S. Employer Identification  
No.)

**4 Tri Harbor Court, Port Washington, NY**  
(Address of principal executive offices)

**11050**  
(Zip Code)

**(516) 627-6000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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.

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

On December 13, 2017, Aceto Corporation (the “Company”) entered into a First Amendment to Second Amended and Restated Credit Agreement (the “Amendment”), by and among the Company, certain other loan parties party thereto (the “Loan Parties”), the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent (the “Administrative Agent”), which amended that certain Second Amended and Restated Credit Agreement (the “A&R Credit Agreement”), dated as of December 21, 2016, by and among the Company, the Loan Parties, the lenders party thereto and the Administrative Agent.

The Amendment, among other things, contains several amendments to the financial covenants in the A&R Credit Agreement. The Total Net Leverage Ratio (as defined in the A&R Credit Agreement) was revised so that it shall not exceed 4.50 to 1.00 through the period ending June 30, 2018, rather than 4.50 to 1.00 for the four full fiscal quarters following December 21, 2016 (the “Effective Date”). The Senior Secured Net Leverage Ratio (as defined in the A&R Credit Agreement) was decreased so that it shall not exceed 2.75 to 1.00 through the period ending June 30, 2018, rather than 3.00 to 1.00 for the four full fiscal quarters following the Effective Date.

The foregoing description of the Amendment is a summary only, and is qualified in its entirety by reference to the complete text thereof, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K, and which is incorporated herein.

**Item 9.01 Exhibits.**

(a) Exhibits:

<b>Exhibit No.</b>	<b>Document</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>First Amendment to Second Amended and Restated Credit Agreement, dated as of December 13, 2017, by and among the Company, certain other loan parties party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent</u></a>

**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**

Dated: December 18, 2017

By: /s/ William C. Kennally, III  
Name: William C. Kennally, III  
Title: President and Chief Executive Officer

EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Document</b>
<u>10.1</u>	<u>First Amendment to Second Amended and Restated Credit Agreement, dated as of December 13, 2017, by and among the Company, certain other loan parties party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent</u>

**FIRST AMENDMENT TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is dated as of December 13, 2017, by and among ACETO CORPORATION, a New York corporation (the "Borrower"), certain other Loan Parties party hereto (the "Guarantors"), the Lenders party hereto (the "Consenting Lenders"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders party to the Credit Agreement (in such capacity, the "Administrative Agent").

**Statement of Purpose**

The Borrower, the Guarantors, the lenders party thereto (the "Lenders") and the Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of December 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have extended a term loan and a revolving credit facility to the Borrower.

The Borrower has requested, and subject to the terms and conditions set forth herein, the Administrative Agent and the Consenting Lenders have agreed, to amend the Credit Agreement as specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. All capitalized undefined terms used in this Amendment (including, without limitation, in the introductory paragraph and the Statement of Purpose hereto) shall have the meanings assigned thereto in the Credit Agreement (as amended by this Amendment).

2. Amendments to Credit Agreement. Subject to and in accordance with the terms and conditions set forth herein, the parties hereto agree that the Credit Agreement is amended as follows:

(a) the definition of "Federal Funds Effective Rate" set forth in Section 1.01 of the Credit Agreement is hereby amended by deleting the following language from such definition: "arranged by Federal funds brokers".

(b) the definition of "Permitted Acquisition" set forth in Section 1.01 of the Credit Agreement is hereby amended by deleting the reference therein to "a ratio equal to (x) the numerator of the maximum Total Net Leverage Ratio permitted under Section 6.12(a) at such time minus 0.25 to (y) 1.00" and replacing it with "3.75 to 1.00 or, during any Adjusted Covenant Period, 4.25 to 1.00".

(c) Section 6.02(q) of the Credit Agreement is hereby amended by deleting the reference therein to "a ratio equal to (x) the numerator of the maximum Total Net Leverage Ratio permitted under Section 6.12(a) at such time minus 0.25 to (y) 1.00" and replacing it with "3.75 to 1.00 or, during any Adjusted Covenant Period, 4.25 to 1.00".

(d) Section 6.02(u) of the Credit Agreement is hereby amended by deleting the reference therein to "a ratio equal to (x) the numerator of the maximum Total Net Leverage Ratio permitted under Section 6.12(a) at such time minus 0.25 to (y) 1.00" and replacing it with "3.75 to 1.00 or, during any Adjusted Covenant Period, 4.25 to 1.00".

( e ) Section 6.12(a) of the Credit Agreement is hereby amended by deleting the reference therein to “(x) prior to the last day of the fourth full fiscal quarter following the Effective Date, 4.50 to 1.00, and (y) on and after the last day of the fourth full fiscal quarter following the Effective Date, 4.00 to 1.00” and replacing it with “(x) on and prior to June 30, 2018, 4.50 to 1.00, and (y) after June 30, 2018, 4.00 to 1.00”.

( f ) Section 6.12(b) of the Credit Agreement is hereby amended by adding the following language after “to be greater than” and before “3.00 to 1.00” in such Section:

“(x) on and prior to June 30, 2018, 2.75 to 1.00, and (y) after June 30, 2018,”

( g ) Section 6.14 of the Credit Agreement is hereby amended by deleting the reference therein to “a ratio equal to (x) the numerator of the maximum Total Net Leverage Ratio permitted under Section 6.12(a) at such time minus 0.25 to (y) 1.00” in clause (2)(B) of the first notwithstanding clause thereof and replacing it with “3.75 to 1.00 or, during any Adjusted Covenant Period, 4.25 to 1.00”.

3 . Conditions to Effectiveness. The effectiveness of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

- (a) the Administrative Agent’s receipt of this Amendment duly executed by each Loan Party, the Administrative Agent and the Required Lenders;
- (b) no Default or Event of Default shall have occurred and be continuing immediately prior to or after giving effect to this Amendment;
- (c) the Borrower shall have paid to the Administrative Agent, for the account of each Consenting Lender that provides its executed signature page to this Amendment to the Administrative Agent or its counsel on or prior to 5:00 p.m. Eastern time on December 12, 2017, a consent fee in an aggregate amount equal to 0.05% multiplied by the sum of (i) the Revolving Commitments (determined as of the date hereof immediately prior to the satisfaction of the conditions to effectiveness of this Amendment) of all such Consenting Lenders plus (ii) the aggregate outstanding principal amount of the Term Loans (determined as of the date hereof immediately prior to the satisfaction of the conditions to effectiveness of this Amendment) owed to such Consenting Lenders; and
- (d) the Borrower shall have paid all expenses in connection with this Amendment, including without limitation, all reasonable fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent).

For purposes of determining compliance with the conditions specified in this Section 3, each Consenting Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the effectiveness of this Amendment specifying its objection thereto.

4 . Further Assurances. Each Loan Party agrees to, to the extent required by the Loan Documents, make, execute and deliver all such additional and further acts, things, deeds, instruments and documents as the Administrative Agent may reasonably require for the purposes of implementing or effectuating the provisions of this Amendment and the other Loan Documents.

5 . Limited Effect. Except as expressly provided herein, the Credit Agreement and the other Loan Documents shall remain unmodified and in full force and effect. This Amendment shall not be deemed (a) to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document other than as expressly set forth herein, (b) to prejudice any right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or modified from time to time, or (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with the Borrower, any of its Subsidiaries or any other Person with respect to any other waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents. References in the Credit Agreement to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein”, “hereof” or other words of like import) and in any Loan Document to the “Credit Agreement” shall be deemed to be references to the Credit Agreement as modified hereby.

6 . Representations and Warranties. The Borrower and each Guarantor represents and warrants that (a) it has the corporate or other equivalent power and authority to make, deliver and perform this Amendment, (b) it has taken all necessary corporate or other equivalent action to authorize the execution, delivery and performance of this Amendment, (c) this Amendment has been duly executed and delivered on behalf of such Person, (d) this Amendment constitutes a legal, valid and binding obligation of such Person, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law), (e) each of the representations and warranties made by such Loan Party in or pursuant to the Loan Documents is true and correct in all material respects (except to the extent that such representation and warranty is subject to a materiality or Material Adverse Effect qualifier, in which case it shall be true and correct in all respects), in each case on and as of the date hereof as if made on and as of the date hereof, except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date, and (f) no Default or Event of Default has occurred and is continuing as of the date hereof or would result after giving effect to this Amendment and the transactions contemplated hereby.

7 . Acknowledgement and Reaffirmation. By their execution hereof, the Borrower and each Guarantor hereby expressly (a) consents to this Amendment, (b) acknowledges that the covenants, representations, warranties and other obligations set forth in the Credit Agreement and the other Loan Documents to which the Borrower or such Guarantor is a party remain in full force and effect (it being understood and agreed that to the extent any such covenants, representations, warranties or other obligations are expressly modified herein, such covenants, representations, warranties or obligations shall continue in full force and effect as expressly modified herein) and (c) ratifies and reaffirms any guarantee and grant of security interests and Liens on any of their respective Collateral pursuant to any Loan Document as security for or otherwise guaranteeing the Obligations under or with respect to the Loan Documents and confirm and agree that such security interests and Liens are in all respects continuing and in full force and effect and shall continue to secure all of the Obligations under the Loan Documents (after giving effect to this Amendment).

8 . Costs and Expenses. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution, delivery and administration of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent.

9 . Execution in Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile, telecopy, pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

10 . Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

11 . Entire Agreement. This Amendment is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter. This Amendment is a Loan Document and is subject to the terms and conditions of the Credit Agreement.

12 . Successors and Assigns. This Amendment shall be binding on and inure to the benefit of the parties and their heirs, beneficiaries, successors and permitted assigns.

[Remainder of page intentionally left blank; signature pages follow]



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by their duly authorized officers, all as of the day and year first written above.

LOAN PARTIES:

ACETO CORPORATION, as Borrower

By: /s/ Douglas A. Roth  
Name: Douglas A. Roth  
Title: SVP and Chief Financial Officer

ACETO AGRICULTURAL CHEMICALS CORPORATION, as Guarantor

By: /s/ Douglas A. Roth  
Name: Douglas A. Roth  
Title: Vice President and Treasurer

PACK PHARMACEUTICALS, LLC, as Guarantor

By: /s/ Douglas A. Roth  
Name: Douglas A. Roth  
Title: Vice President and Treasurer

RISING PHARMACEUTICALS, INC., as Guarantor

By: /s/ Douglas A. Roth  
Name: Douglas A. Roth  
Title: Vice President and Treasurer

RISING HEALTH, LLC, as Guarantor

By: /s/ Douglas A. Roth  
Name: Douglas A. Roth  
Title: Vice President and Treasurer

Administrative Agent and Lenders:

WELLS FARGO BANK, NATIONAL ASSOCIATION, individually as a Lender, and as Administrative Agent, Swingline Lender and an Issuing Bank

By: /s/ Teddy Koch

Name: Teddy Koch

Title: Director

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JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Jason C. Hand

Name: Jason C. Hand

Title: Authorized Officer

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CITIBANK, N.A., as a Lender

By: /s/ Stuart N. Berman  
Name: Stuart N. Berman  
Title: Authorized Signatory

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TD BANK, N.A., as a Lender

By: /s/ Robert Ehrlich

Name: Robert Ehrlich

Title: Vice President

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CITIZENS BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Prasanna Manyem

Name: Prasanna Manyem

Title: Vice President

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SANTANDER BANK, N.A., as a Lender

By: /s/ Kristen Burke

Name: Kristen Burke

Title: Managing Director

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BANK LEUMI USA, as a Lender

By: /s/ Douglas J. Meyer

Name: Douglas J. Meyer

Title: Senior Vice President

By: /s/ Martin A. Paniagua

Name: Martin A. Paniagua

Title: First Vice President

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BMO HARRIS BANK, N.A., as a Lender

By: /s/ Eric Oppenheimer

Name: Eric Oppenheimer

Title: Managing Director

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BANKUNITED, N.A., as a Lender

By: /s/ Christine Gerula  
Name: Christine Gerula  
Title: Senior Vice President

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HSBC BANK USA, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ William Conlan  
Name: William Conlan  
Title: Senior Vice President

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PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Matthew Harrison

Name: Matthew Harrison

Title: Vice President

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