

# HEALTHSTREAM INC

## **FORM 8-K** (Current report filing)

Filed 11/14/17 for the Period Ending 11/13/17

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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):

November 13, 2017

HealthStream, Inc.

(Exact name of registrant as specified in its charter)

Tennessee

000-27701

621443555

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

209 10th Ave. South, Suite 450, Nashville, Tennessee

37203

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

615-301-3100

Not Applicable

Former name or former address, if changed since last report

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

[Top of the Form](#)

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 November 13, 2017, HealthStream, Inc., a Tennessee corporation (the "Company"), and SunTrust Bank, a Georgia banking corporation ("SunTrust"), entered into that certain First Amendment to Revolving Credit Agreement (the "Amendment"), amending the Revolving Credit Agreement, dated as of November 24, 2014, by and among the Company, the several banks and other financial institutions and lenders from time to time party thereto and SunTrust, as administrative agent, issuing bank and swingline lender (as amended, the "Revolving Credit Facility"). The Amendment extends the maturity date of the Revolving Credit Facility to November 24, 2018. No other terms of the Revolving Credit Facility were amended in connection with the Amendment other than the maturity date.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

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

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

10.1 First Amendment to Revolving Credit Agreement, dated as of November 13, 2017, by and between HealthStream, Inc. and SunTrust Bank.

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">First Amendment to Revolving Credit Agreement, dated as of November 13, 2017, by and between HealthStream, Inc. and SunTrust Bank.</a>

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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.

HealthStream, Inc.

*November 14, 2017*

*By: Gerard M. Hayden, Jr.*

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*Name: Gerard M. Hayden, Jr.*

*Title: Chief Financial Officer*

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**FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT**

THIS FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT (the “Amendment”) is entered into by and between HEALTHSTREAM, INC., a Tennessee corporation (the “Borrower”), and SUNTRUST BANK, a Georgia banking corporation (as “Administrative Agent”) dated this 13<sup>th</sup> day of November, 2017.

**RECITALS:**

A. Borrower, the Administrative Agent, the Issuing Bank, the Swingline Lender and SunTrust Bank as a Lender previously entered into that certain Revolving Credit Agreement dated November 24, 2014 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used in this Amendment but not otherwise defined in this Amendment shall have the meanings set forth in the Credit Agreement.

B. The parties hereto wish to amend certain terms of the Credit Agreement.

C. The Administrative Agent is willing to enter into this Amendment on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Borrower and the Administrative Agent agree as follows:

1. The definition of “Revolving Commitment Termination Date” in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Revolving Commitment Termination Date” shall mean the earliest of (i) November 24, 2018, (ii) the date on which the Revolving Commitments are terminated pursuant to Section 2.8 and (iii) the date on which all amounts outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise).

2. The Credit Agreement is not amended in any other respect.

3. This Amendment is intended to be performed in accordance with and to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Amendment, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other persons or circumstances, shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law. This Amendment may be executed in more than one counterpart, all of which, taken together, shall constitute one and the same instrument. The executed Amendment may be sent via e-mail, via PDF or via facsimile. Facsimile or electronic signatures shall be deemed valid and binding to the same extent as an original signature.

*[ Remainder of page left blank. Signature pages follow.]*

[COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

ENTERED INTO as of the date first above written.

**HEALTHSTREAM, INC.**

By: /s/ Gerard M. Hayden, Jr.  
Name: Gerard M. Hayden, Jr.  
Title: Chief Financial Officer and  
Senior Vice President

STATE OF TENNESSEE )

)

COUNTY OF DAVIDSON )

Before me, Tara D. Martin, a Notary Public of said County and State, personally appeared Gerard M. Hayden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be CFO (or other officer authorized to execute the instrument) of HEALTHSTREAM, INC., a Tennessee corporation, the within named bargainer, a corporation, and that as such Gerard M. Hayden executed the foregoing instrument for the purposes therein contained,

by signing the name of the corporation by as CFO.

Witness my hand and official seal, at Office in Nashville, this 13th day of November, 2017.

/s/ Tara D. Martin

Notary Public

My Commission Expires: January 8, 2019

[COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

**SUNTRUST BANK**

as the Administrative Agent, as the Issuing Bank, as  
the Swingline Lender and as a Lender

By: /s/ Tyler Stephens

Name: Tyler Stephens

Title: Vice President