

# WALGREENS BOOTS ALLIANCE, INC.

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

Filed 08/02/17 for the Period Ending 08/01/17

Address	108 WILMOT ROAD DEERFIELD, IL 60015
Telephone	(847) 315-2500
CIK	0001618921
Symbol	WBA
SIC Code	5912 - Drug Stores and Proprietary Stores
Fiscal Year	08/31

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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 1, 2017**

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**WALGREENS BOOTS ALLIANCE, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36759**  
(Commission  
File Number)

**47-1758322**  
(IRS Employer  
Identification Number)

**108 Wilmot Road,**  
**Deerfield, Illinois**  
(Address of principal executive offices)

**60015**  
(Zip Code)

**Registrant's telephone number, including area code: (847) 315-2500**

**Not Applicable**  
(Former name or former address, if changed since last report)

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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 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.**

As previously disclosed by Walgreens Boots Alliance, Inc. (the “Company”) on a Current Report on Form 8-K filed with the Securities and Exchange Commission on February 2, 2017, on February 1, 2017, the Company entered into a revolving credit agreement (the “Revolving Credit Agreement”) with the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and each other party thereto. The Revolving Credit Agreement is a revolving credit facility with an aggregate commitment in the amount of \$1.0 billion with a facility termination date of the earlier of (a) 364 days following the effective date thereof, subject to the extension thereof pursuant to terms and conditions set forth in the Revolving Credit Agreement and (b) the date of termination in whole of the aggregate commitments provided by the lenders pursuant to the Revolving Credit Agreement. The Company is the borrower under the Revolving Credit Agreement.

On August 1, 2017, the Company entered into an Amendment Agreement (the “Amendment”) to the Revolving Credit Agreement with JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto. The terms and conditions of the Revolving Credit Agreement remain unchanged other than the extension of the facility termination date to the earlier of (a) January 31, 2019 and (b) the date of termination in whole of the aggregate commitments provided by the lenders pursuant to the Revolving Credit Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

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

(d) *Exhibits* .

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**EXHIBIT**  
**NO.**

**DESCRIPTION**

10.1

Amendment Agreement to the Revolving Credit Agreement, dated as of August 1, 2017, by and among Walgreens Boots Alliance, Inc., JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto.

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**SIGNATURE**

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.

WALGREENS BOOTS ALLIANCE, INC.

Date: August 2, 2017

By: /s/ Collin G. Smyser

Title: Vice President, Corporate Secretary

## AMENDMENT AGREEMENT

AMENDMENT AGREEMENT dated as of August 1, 2017 (this “**Amendment**”) to the Revolving Credit Agreement, dated as of February 1, 2017 (the “**Credit Agreement**”), among Walgreens Boots Alliance, Inc., as the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders from time to time party thereto and each other party thereto.

1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

2. Amendments to the Credit Agreement. Each of the parties hereto agrees that, effective on the Amendment Effective Date (as defined below) the definition of “Facility Termination Date” included in the Credit Agreement shall be amended by replacing “the date which is 364 days following the Effective Date” with “January 31, 2019”.

3. Conditions to Effectiveness. This Amendment shall become effective on the date (the “**Amendment Effective Date**”) when:

(a) the Administrative Agent shall have received counterparts to this Amendment executed by (i) the Borrower, (ii) the Administrative Agent and (iii) the Lenders;

(b) the Borrower shall have paid to the Administrative Agent for the account of each Lender party hereto a fee (the “Extension Fee”) in an aggregate amount equal to 0.05% of such Lender’s Commitment, with such Extension Fee to be due and payable upon satisfaction of the condition set forth in clause (a) above; and

(c) (1) no Default or Unmatured Default shall have occurred and be continuing on or as of the Amendment Effective Date and (2) all representations and warranties of the Borrower set forth in Article 5 of the Credit Agreement shall be true and correct in all material respects (except to the extent such representations and warranties are qualified with “materiality” or “Material Adverse Effect” or similar terms, in which case such representations and warranties shall be true and correct in all respects) as if made on or as of the Amendment Effective Date, except to the extent a representation or warranty is stated to relate solely to an earlier date, in which case the representation or warranty shall be true and correct in all material respects (except to the extent such representations and warranties are qualified with “materiality” or “Material Adverse Effect” or similar terms, in which case such representations and warranties shall be true and correct in all respects) on and as such earlier date and, by executing this Amendment, the Company hereby certifies that this clause (c) is met as of the Amendment Effective Date.

4. Ratification. Except to the extent hereby amended, the Credit Agreement and each of the Loan Documents remain in full force and effect and are hereby ratified and affirmed.

5. Indemnities. The Borrower agrees that this Amendment constitutes a Loan Document and Section 9.06 of the Credit Agreement is hereby incorporated by reference herein and shall extend to the preparation, execution and delivery of this Amendment.

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6. Limitation. This Amendment shall be limited precisely as written and except as expressly provided herein, shall not be deemed (a) to be a consent granted pursuant to, or a waiver or modification of, any term or condition of the Credit Agreement or any of the instruments or agreements referred to therein or (b) to prejudice any right or rights which the Administrative Agent or the Lenders may now have or have in the future under or in connection with the Credit Agreement or any of the instruments or agreements referred to therein. Unless the context indicates otherwise, on and after the Amendment Effective Date, whenever the Credit Agreement is referred to in the Credit Agreement, the other Loan Documents or any of the instruments, agreements or other documents or papers executed or delivered in connection therewith, such reference shall be deemed to mean the Credit Agreement as amended by this Amendment.

7. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument. A facsimile or .pdf copy of a counterpart signature page shall serve as the functional equivalent of a manually executed copy for all purposes.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

9. Consent to Jurisdiction; Waiver of Jury Trial. Each of Sections 15.02 and 15.03 of the Credit Agreement are hereby incorporated by reference herein and shall extend to the preparation, execution and delivery of this Amendment.

[SIGNATURE PAGES FOLLOW]

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

WALGREENS BOOTS ALLIANCE, INC.  
as the Borrower

By: /s/ Claudio Moreno

Name: Claudio Moreno

Title: Vice President, Global Treasury

*[Walgreens Amendment – Signature Page]*

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JPMORGAN CHASE BANK, N.A.  
as Administrative Agent and Lender

By: /s/ Dawn Lee Lum

Name: Dawn Lee Lum

Title: Executive Director

*[Walgreens Amendment – Signature Page]*

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MIZUHO BANK, LTD.,  
as Lender

By: /s/ Tracy Rahn

Name: Tracy Rahn

Title: Authorized Signatory

*[Walgreens Amendment – Signature Page]*

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THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
as Lender

By: /s/ Mark Maloney

Name: Mark Maloney

Title: Authorized Signatory

*[Walgreens Amendment – Signature Page]*

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U.S. BANK NATIONAL ASSOCIATION,  
as Lender

By: /s/ Conan Schleicher

Name: Conan Schleicher

Title: Senior Vice President

*[Walgreens Amendment – Signature Page]*