

AMERISOURCEBERGEN CORP

Form 8-K

April 10, 2014

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): **April 4, 2014**

AmerisourceBergen Corporation

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other
Jurisdiction of
Incorporation or
Organization)

1-16671
Commission File Number

23-3079390
(I.R.S. Employer
Identification
Number)

1300 Morris Drive
Chesterbrook, PA

19087

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(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: **(610) 727-7000**

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events.

On April 4, 2014, AmerisourceBergen Corporation (the Company) entered into a First Amendment to Line of Credit Note (First Amendment) with Citizens Bank of Pennsylvania (the Bank) to increase its uncommitted, unsecured line of credit from an aggregate principal amount not to exceed \$45,000,000 to \$75,000,000. The line of credit provides the Company with the ability to request short-term unsecured revolving credit loans from time to time in a principal amount not to exceed \$75,000,000 at any time outstanding. Each borrowing under the line of credit is subject to the prior approval of the Bank, in its sole discretion. In addition to the increase to the line of credit, the First Amendment provides for updated payment terms. Under the First Amendment, the unpaid principal balance of each revolving credit loan must be repaid on the applicable repayment date, which date shall not be later than 30 days after such loan was advanced. Interest on each revolving credit loan shall be the rate per annum offered by the Bank from time to time for such loans and shall be paid once per month.

The Line of Credit Note between the Company and Bank (Revolving Credit Note) provides for certain events of default, which include (subject in certain cases to grace and cure periods), among others, nonpayment of principal or interest; breach of any covenant or agreement in the Revolving Credit Note; default under or failure to pay certain other indebtedness; and certain events of bankruptcy, insolvency, reorganization, administration or similar proceedings. Generally, if an event of default occurs, the Bank may demand the unpaid principal amount of the note outstanding, accrued interests and all other amounts owing by the Company to be due and payable immediately. The Revolving Credit Note may be decreased or terminated by the Bank or the Company at any time without prior notice.

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.

AMERISOURCEBERGEN CORPORATION

Date: April 10, 2014

By:	/s/ Tim G. Guttman	
Name:		Tim G. Guttman
Title:		Senior Vice President and Chief Financial Officer