

Section 1: 8-K (8-K)

**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): August 15, 2019

Houlihan Lokey, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37537
(Commission
File Number)

95-2770395
(IRS Employer
Identification No.)

**10250 Constellation Blvd.,
5th Floor, Los Angeles, CA**
(Address of Principal Executive Offices)

90067
(Zip Code)

Registrant's telephone number, including area code: 310-788-5200

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 (*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))

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

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.001	HLI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Item 1.01. Entry into a Material Definitive Agreement.

On August 15, 2019, Houlihan Lokey, Inc. (the “Company”) entered into a letter amendment (the “Amendment”) to that certain Credit Agreement, dated as of August 18, 2015 (as previously amended, the “Credit Agreement”), pursuant to which the Maturity Date (as defined in the Credit Agreement) was extended from August 18, 2019 to September 18, 2019 (the “New Maturity Date”). No other material terms of the Credit Agreement were modified. The full text of the Amendment is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

The Company is in discussions with lenders regarding a new \$100 million revolving credit facility to replace the facility provided for in the Credit Agreement; however, there can be no assurance that the existing facility will be replaced prior to the New Maturity Date or at all.

Forward-Looking Statements

This current report on 8-K contains forward-looking statements within the meaning of the federal securities laws. You can identify these statements by the Company’s use of the words “assumes,” “believes,” “estimates,” “expects,” “guidance,” “intends,” “plans,” “projects,” and similar expressions that do not relate to historical matters. You should exercise caution in interpreting and relying on forward-looking statements because they involve known and unknown risks, uncertainties, and other factors which are, in some cases, beyond the Company’s control and could materially affect actual results, performance, or achievements. For a further description of such factors, you should read the Company’s filings with the Securities and Exchange Commission. The Company does not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Letter Amendment, dated August 15, 2019, by and between Houlihan Lokey, Inc., Houlihan Lokey Financial Advisors, Inc. and Bank of America, N.A.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Date: August 16, 2019

Houlihan Lokey, Inc.

By: /s/ J. Lindsey Alley
Name: J. Lindsey Alley
Position: Chief Financial Officer

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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

EXECUTION VERSION

August 15, 2019

Houlihan Lokey, Inc.
10250 Constellation Blvd., 5th Floor
Los Angeles, CA 90067

Re: Credit Agreement, dated as of August 18, 2015 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"), among Houlihan Lokey, Inc., a Delaware corporation (the "Borrower"), the Guarantors party thereto, and Bank of America, N.A., as the Lender. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

Ladies and Gentlemen:

The Borrower has requested that the Lender amend the Credit Agreement as set forth herein. Subject to the terms and conditions set forth herein, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the definition of "Maturity Date" set forth in Section 1.01 of the Credit Agreement is amended to read as follows:

"Maturity Date" means September 18, 2019; provided, that, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

The Credit Agreement, and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This letter amendment (this "Agreement") shall constitute a Loan Document. Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this Agreement, (b) affirms all of its obligations under the Loan Documents, and (c) agrees that this Agreement does not operate to reduce or discharge its obligations under the Credit Agreement or the other Loan Documents. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective upon the Lender's receipt of counterparts hereof duly executed by each of the Loan Parties. The terms of Sections 10.13 and 10.14 of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[signature pages follow]

Very truly yours,

BANK OF AMERICA, N.A.,
as the Lender

By: /s/ David R. Barney

Name: David R. Barney

Title: Senior Vice President

HOULIHAN LOKEY, INC.
SECOND AMENDMENT

ACCEPTED AND AGREED TO:

BORROWER:

HOULIHAN LOKEY, INC.,
a Delaware corporation

By: /s/ J. Lindsey Alley

Name: J. Lindsey Alley

Title: Chief Financial Officer

GUARANTOR:

HOULIHAN LOKEY FINANCIAL ADVISORS, INC.,
a California corporation

By: /s/ J. Lindsey Alley

Name: J. Lindsey Alley

Title: Chief Financial Officer

HOULIHAN LOKEY, INC.
SECOND AMENDMENT

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