
**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 22, 2017**

AVISTA HEALTHCARE PUBLIC ACQUISITION CORP.

(Exact Name of Registrant as specified in its charter)

Cayman Islands
(State or Other Jurisdiction
of Incorporation)

001-37906
(Commission
File Number)

98-1329150
(IRS Employer
Identification No.)

**65 East 55th Street
18th Floor
New York, NY**
(Address of principal executive offices)

10022
(Zip Code)

(212) 593-6900
(Registrant's telephone number, including area code)

Not Applicable
(Registrant's name or former address, if change 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))

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 pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on August 21, 2017, Avista Healthcare Public Acquisition Corp., a Cayman Islands exempted company ("AHPAC"), Avista Healthcare Merger Sub, Inc., a Delaware corporation and a direct wholly-owned subsidiary of AHPAC ("Merger Sub"), Avista Healthcare NewCo, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of AHPAC ("NewCo"), Envigo International Holdings, Inc., a Delaware corporation ("Envigo") and Jermyn Street Associates, LLC, solely in its capacity as Shareholder Representative (as defined therein), entered into a Transaction Agreement, as amended by that certain Amendment No. 1, dated as of November 22, 2017 (the "Transaction Agreement").

On December 22, 2017, pursuant to Section 8.13 of the Transaction Agreement, AHPAC, Merger Sub, NewCo, Envigo and the Shareholder Representative entered into a further amendment to the Transaction Agreement (“Amendment No. 2”). Amendment No. 2, among other things, amends the treatment of each stock appreciation right granted in respect of Envigo Class A common stock (“Company SAR”) in connection with the proposed business combination. Amendment No. 2 provides that, upon the Effective Time of the proposed business combination, each Company SAR for which the Per Share Merger Value is greater than the base price will be converted into the right to receive, in addition to certain payments under the Tax Receivable Agreement as previously disclosed, (i) the “Per Share Cash Consideration” and (ii) an additional amount in cash, commensurate in value to the number of “New Parent Warrants” equal to the quotient obtained by dividing (x) 4,100,000 by (y) the “Fully Diluted Share Number” (as each of those terms is defined in the Transaction Agreement).

Other than as modified pursuant to the Amendment, the Transaction Agreement remains in full force and effect. The foregoing descriptions of the Amendment and the Transaction Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 2.1 hereto and the terms of which are incorporated herein by reference, and of the Transaction Agreement, a copy of which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the “SEC”) by AHPAC on August 22, 2017, and is incorporated herein by reference.

Disclaimer

This Current Report shall neither constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation, or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. This Current Report relates to a proposed Business Combination between AHPAC and Envigo.

Additional Information about the Business Combination

In connection with the proposed Business Combination between Envigo and AHPAC, AHPAC filed with the SEC a preliminary proxy statement and will file with the SEC and mail a definitive proxy statement and other relevant documentation to AHPAC’s shareholders. AHPAC’s shareholders and other interested persons are advised to read the preliminary proxy statement and the amendments thereto and the definitive proxy statement and documents incorporated by reference therein as these materials will contain important information about AHPAC, Envigo and the Business Combination. The definitive proxy statement will be mailed to AHPAC’s shareholders as of a record date to be established for voting on the proposed Business Combination when it becomes available. Shareholders may obtain a copy of the preliminary proxy, and will also be able to obtain a copy of the definitive proxy statement once it is available, without charge, at the SEC’s website at <http://www.sec.gov> or by directing a request to: Avista Healthcare Public Acquisition Corp., 65 East 55th Street, 18th Floor, New York, NY 10022.

Participants in the Solicitation

AHPAC and its directors, executive officers and other members of its management and employees may be deemed to be participants in the solicitation of proxies from AHPAC’s shareholders in connection with the proposed Business Combination. Shareholders are urged to carefully read the preliminary proxy statement filed with the SEC, and the definitive proxy statement regarding the proposed Business Combination when it becomes available, which contain important information. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of AHPAC’s shareholders in connection with the proposed Business Combination are included in the preliminary proxy statement, and will be set forth in the definitive proxy statement when it is filed with the SEC. Information about AHPAC’s executive officers and directors also are included in the preliminary proxy statement and will be set forth in the

definitive proxy statement relating to the proposed Business Combination when it becomes available.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Index

| <u>Exhibit No.</u> | <u>Exhibit</u> |
|--------------------|---|
| 2.1 | <u>Amendment No. 2 to Transaction Agreement, dated December 22, 2017, by and among Avista Healthcare Public Acquisition Corp., Avista Healthcare Merger Sub, Inc., Avista Healthcare NewCo, LLC and Envigo International Holdings, Inc.</u> |

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.

Avista Healthcare Special Acquisition Corp.

By: /s/ Benjamin Silbert
Name: Benjamin Silbert
Title: General Counsel and Secretary

AMENDMENT NO. 2 TO TRANSACTION AGREEMENT

This AMENDMENT NO. 2 TO TRANSACTION AGREEMENT, dated as of December 22, 2017 (this "Amendment"), is made by and among Envigo International Holdings, Inc., a Delaware corporation (the "Company"), Avista Healthcare Public Acquisition Corp., a Cayman Islands exempted company ("Parent"), Avista Healthcare Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("Merger Sub"), Avista Healthcare NewCo, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Parent ("NewCo") and Jermyn Street Associates LLC, solely in its capacity as Shareholder Representative (the "Shareholder Representative"). Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to such terms in the Transaction Agreement (as defined below).

WHEREAS, the Company, Parent, Merger Sub and NewCo are parties to that certain Transaction Agreement, dated as of August 21, 2017, as amended by that certain Amendment No. 1, dated as of November 22, 2017 (the "Transaction Agreement");

WHEREAS, pursuant to Section 8.13 of the Transaction Agreement, the Transaction Agreement may not be amended except by an instrument in writing signed (including by electronic means) on behalf of each of the parties thereto; and

WHEREAS, each of the parties to the Transaction Agreement agrees to amend the Transaction Agreement as described below.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. Effective as of the date of this Amendment, the Transaction Agreement is hereby amended as follows:

(a) Section 2.1(d) of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

"(d) Treatment of Company Options and Company SARs. At the First Merger Effective Time, by virtue of the First Merger and without any action on the part of any party or holder of any of any Company Options or Company SARs:

(i) Each Company Option and Company SAR outstanding and unexercised immediately prior to the First Merger Effective Time with respect to which the applicable exercise price or base price per share of Company Common Stock underlying such Company Option or Company SAR equals or exceeds the

Per Share Merger Value, shall be canceled and no longer be exercisable by the holder thereof ("Excluded Options/SARs").

(ii) Each Company SAR (other than Excluded Options/SARs) outstanding and unexercised immediately prior to the First Merger Effective Time, shall be cancelled and exchanged for the right to receive, for each share of Company Common Stock subject to such Company SAR:

(A) an amount in cash equal to (x) the Per Share Merger Value minus (y) the applicable base price per share of such Company SAR;

(B) an amount in cash equal to the product of (1) \$10.00 and (2) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (x) 3,875,000 by (y) the Fully Diluted Share Number;

(C) an amount in cash equal to the product of (1) the New Parent Warrant Cash Value and (2) a number of New Parent Warrants equal to the quotient obtained by dividing (x) 4,100,000 by (y) the Fully Diluted Share Number,

(collectively, (A), (B) and (C) the "Per SAR Cash Consideration"); and

(D) such holder's Pro Rata Share of certain payments under the Tax Receivables Agreement, subject to the terms and conditions set forth therein; provided that, the holder shall not be entitled to receive such payments made later than the fifth anniversary of the Closing Date.

(iii) Each Company Option (other than Excluded Options/SARs) outstanding and unexercised immediately prior to the First Merger Effective Time, with respect to which an election to receive cash has been effectively made and not revoked or deemed revoked pursuant to Section 2.8 and Section 2.9 (a "Cash Election Option"), shall be cancelled and exchanged for the right to receive, for each share of Company Common Stock subject to such Company Option:

(A) an amount in cash equal to (x) the Per Share Merger Value minus (y) the applicable exercise price per share of Company Common Stock underlying such Company Option.

(B) an amount in cash equal to the product of (1) \$10.00 and (2) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (x) 3,875,000 by (y) the Fully Diluted Share Number,

(collectively, (A) and (B) the "Per Option Cash Consideration");

(C) a number of New Parent Warrants equal to the quotient obtained by dividing (x) 4,100,000 by (y) the Fully Diluted Share Number; and

(D) such holder's Pro Rata Share of certain payments under the Tax Receivables Agreement, subject to the terms and conditions set forth therein; provided that, the holder shall not be entitled to receive such payments made later than the fifth anniversary of the Closing Date (collectively, (A) through (D), the "Per Option Total Cash Consideration").

(iv) Each Company Option (other than a Cash Election Option or Excluded Options/SARs) outstanding and unexercised immediately prior to the First Merger Effective Time, shall be cancelled and exchanged for the right to receive for each share of Company Common Stock subject to such Company Option:

(A) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (x) (A) the Per Share Merger Value minus (B) the applicable exercise price per share of Company Common Stock underlying such Company Option by (y) \$10.00 (the "Per Option Stock Consideration");

(B) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (x) 3,875,000 by (y) the Fully Diluted Share Number;

(C) a number of New Parent Warrants equal to the quotient obtained by dividing (x) 4,100,000 by (y) the Fully Diluted Share Number; and

(D) such holder's Pro Rata Share of certain payments under the Tax Receivables Agreement, subject to the terms and conditions set forth therein; provided that, the holder shall not be entitled to receive such payments made later than the fifth anniversary of the Closing Date,

(collectively, (A) through (D), the "Per Option Total Stock Consideration")."

(b) Section 2.8(a) of the Transaction Agreement is hereby amended by adding the following new sentence at the end of the clause:

"For the avoidance of doubt, this clause 2.8(a) shall not reduce the amount of cash that is due to any holder of Company SARs."

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(c) The lead-in paragraph of Section 2.9 and Section 2.9(a) of the Transaction Agreement are hereby amended and restated in their entirety to read as follows:

" SECTION 2.9 Election Procedures. Each holder of record of shares of Company Common Stock, Company Series A Warrants or Company Options to be converted into the right to receive the Merger Consideration in accordance with, and subject to, this Article II (a "Holder") shall have the right, subject to the limitations set forth in this Article II, to submit an election in accordance with the following procedures:

(a) Each Holder may specify in a request made in accordance with the provisions of this Section 2.9 (herein called a "Cash Election") the number of shares of Company Common Stock owned by such Holder (or underlying the Company Series A Warrant or Company Option, as applicable) with respect to which such Holder desires to make a Cash Election. Holders of record of Company Common Stock who hold such Company Common Stock as nominees, trustees or in other representative capacities may submit a separate Form of Election on or before the Election Deadline with respect to each beneficial owner for whom such nominee, trustee or representative holds such Company Common Stock. Any Holder who makes a Cash Election shall be required to waive all appraisal rights in connection with making such Cash Election. For the avoidance of doubt Company Holders of Company SARs shall not be required to make an election with respect to their Company SARs and shall receive the cash consideration such Company Holders are entitled to as set forth in Section 2.1(d)(ii) above."

(d) The definition of "Cash Component" in Section 8.1 of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

"Cash Component" means (a) \$100,000,000, minus (b) an amount in cash equal to the aggregate Per SAR Cash Consideration payable to all Company Holders of Company SARs, plus (c) the amount of proceeds from the Equity Financing (net of underwriting fees) (if any), minus (d) the excess (if any) of the Parent Shareholder Redemption Amount over \$50,000,000, minus (e) an amount, if positive, equal to (x) \$20,000,000 minus (y) the amount of estimated pro forma cash on the balance sheet of Parent and its consolidated subsidiaries immediately after the First Merger Effective Time (which may be a negative number) (giving effect to the transactions and payments contemplated by this Agreement)."

(e) Section 8.1 of the Transaction Agreement is hereby amended by adding the following definition in alphabetical order:

"New Parent Warrant Cash Value" means, the cash value per New Parent Warrant as determined by the Company in good-faith."

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2. The parties hereto hereby agree that, except as specifically provided in this Amendment, the Transaction Agreement shall remain in full force and effect without any other amendments or modifications.

3. The provisions of Sections 8.3 through 8.13 of the Transaction Agreement are hereby incorporated into this Amendment by reference and shall be applicable to this Amendment for all purposes.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, each party has caused this Amendment to be signed by its respective officer thereunto duly authorized, all as of the date first written above.

ENVIGO INTERNATIONAL HOLDINGS, INC.

By: /s/ Mark Bibi
Name: Mark Bibi
Title: Secretary and General Counsel

AVISTA HEALTHCARE PUBLIC ACQUISITION CORP.

By: /s/ David Burgstahler
Name: David Burgstahler
Title: President and Chief Executive Officer

AVISTA HEALTHCARE MERGER SUB, INC.

By: /s/ Robert Girardi
Name: Robert Girardi
Title: Vice President and Secretary

AVISTA HEALTHCARE NEWCO, LLC

By: /s/ Robert Girardi
Name: Robert Girardi
Title: Vice President and Secretary

[Signature Page to Amendment No. 2]

**JERMYN STREET ASSOCIATES LLC, solely in its capacity as
Shareholder Representative**

By: /s/ Scott Cragg
Name: Scott Cragg
Title: Authorized Signatory

[Signature Page to Amendment No. 2]
