# 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): **January 22, 2018**

# AVISTA HEALTHCARE PUBLIC ACQUISITION CORP.
(Exact Name of Registrant as specified in its charter)

| **Cayman Islands** | **001-37906** | **98-1329150** |
|---|---|---|
| (State or Other Jurisdiction of Incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

| **65 East 55th Street**<br>**18th Floor**<br>**New York, NY** | **10022** |
|---|---|
| (Address of principal executive offices) | (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:

x Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o 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 x

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 . o

**Item 1.01 Entry into a Material Definitive Agreement.**

*Amendment to the Transaction 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 and as further amended by that certain Amendment No. 2, dated as of December 22, 2017 (the "Transaction Agreement").

On January 21, 2018, 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. 3"). Amendment No. 3, among other things, reduces the aggregate consideration payable to the Selling Equityholders and eliminates the payment by the Company for the aggregate 4,100,000 warrants to purchase one-half of one AHPAC Class A ordinary share (the "Private Placement Warrants") to be provided to the Selling Equityholders as transaction consideration.

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.

*Amended and Restated Parent Sponsor Letter Agreement*

In connection with the execution and delivery of Amendment No. 3, Avista Acquisition Corp., a Cayman Islands exempted company (the "Parent Sponsor"), and certain directors of AHPAC, who together own all of AHPAC's issued and outstanding Class B ordinary shares (the "Class B Shares") (collectively with the Parent Sponsor, solely in their capacity as a holder of Class B Shares, the "Class B Holders") have entered into an amended and restated letter agreement (the "Restated Letter") pursuant to which, immediately prior to the consummation of the First Merger, the Class B Holders will surrender to AHPAC an aggregate 3,875,000 million Class B Shares and 4,100,000 Private Placement Warrants.

The foregoing description of the Restated Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Restated Letter, a copy of which is filed as Exhibit 2.2 hereto and the terms of which are 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**

| Exhibit No. | Exhibit |
|---|---|
| 2.1 | Amendment No. 3 to Transaction Agreement, dated January 21, 2018, by and among Avista Healthcare Public Acquisition Corp., Avista Healthcare Merger Sub, Inc., Avista Healthcare NewCo, LLC and Envigo International Holdings, Inc. |
| 2.2 | Amended and Restated Letter Agreement, dated January 21, 2018, by and among Avista Healthcare Public Acquisition Corp., Avista Acquisition Corp., Håkan Björklund, Charles Harwood, Brian Markison and Robert O'Neil. |

**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

Date: January 22, 2018

**Exhibit 2.1**

**EXECUTION VERSION**

**AMENDMENT NO. 3 TO TRANSACTION AGREEMENT**

This AMENDMENT NO. 3 TO TRANSACTION AGREEMENT, dated as of January 21, 2018 (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 and as further amended by that certain Amendment No. 2, dated as of December 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) The sixth recital of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

---

"WHEREAS, on August 21, 2017, the Class B Holders entered into a letter agreement, as amended and restated on or about the date of this Amendment in the form attached hereto as Exhibit A (the "Parent Sponsor Letter Agreement"), pursuant to which the Class B Holders shall agree to surrender to Parent an aggregate 3,875,000 Class B Shares and 4,100,000 Private Placement Warrants (as defined below) upon the terms and subject to the conditions set forth therein;"

(b) Section 1.2(a) of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

"(a) The Class B Holders shall surrender to Parent an aggregate 3,875,000 Class B Shares and 4,100,000 Private Placement Warrants, pursuant to the Parent Sponsor Letter Agreement."

(c) Section 1.2(c) of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Parent shall make any payments required to be made by Parent in connection with the Parent Shareholder Redemption."

(d) Section 1.2(d) of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

"(d) Parent shall contribute to Merger Sub the amount of cash remaining in the Trust Account and the proceeds of the Equity Financing (net of underwriting fees) after giving effect to the Parent Shareholder Redemption."

(e) Section 6.3(f) of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

"(f) Minimum Proceeds. The funds contained in the Trust Account (net of the amount of any Parent Shareholder Redemption Amount) and the proceeds of the Equity Financing, if any, shall together equal or exceed $220,000,000."

(f) The definition of "Aggregate Payment Amount" in Section 8.1 of the Transaction Agreement is hereby amended and restated in its entirety to read as follows:

""Aggregate Payment Amount" means (a) $363,133,441 plus the Aggregate Exercise Amount minus (b) Company Transaction Expenses, minus (c) any Leakage (other than Permitted Leakage), (d) minus any prepayment penalties related to any repayment of the Indebtedness of the Company or any of its Subsidiaries."

(g) 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 $90,000,000, 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)."

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

""Company Transaction Expenses" means, without duplication (whether accrued or not at Closing and whether billed or invoiced on or prior to Closing), the aggregate amount of any and all fees, costs, expenses charges, payments and other obligations (including the Company Sponsor Fees and the amounts set forth on Schedule 8.1(b), if any) incident to the negotiation and preparation of this Agreement and the other documents contemplated hereby (including the Ancillary Agreements) and the performance and compliance with all agreements and conditions contained herein to be performed or complied with at or before the Closing, including the fees, expenses and disbursements of its counsel and accountants, due diligence expenses, advisory and consulting fees and expenses, underwriting and other third-party fees required to consummate the transactions contemplated hereby, in each case, of the Company or any Company Holder, whether paid prior to, at or after the Closing, (other than those that were paid or accrued prior to the Balance Sheet Date), plus the amount of any severance, bonus or other payment payable to any director, officer, contractor or employee of the Company or any of its Subsidiaries in connection with the transactions contemplated by this Agreement (including the employer's share of any related payroll Taxes with respect to the foregoing and in connection with any payments made with respect to Cash Election Options and Company SARs pursuant to Section 2.1(d)(ii) and Section 2.1(d)(iii), respectively) (excluding, for the avoidance of doubt, any amounts with respect to the Merger Consideration payable under any Company SARs or Company Options), as determined by the Company in good faith and set forth in the Closing Certificate to be delivered by Company to Parent prior to the Closing and subject to determination pursuant to Section 1.2(a); provided, however that Company Transaction Expenses shall not include any costs, fees expense, underwriting fees, waiver fees, amendment fees and other third party fees (including fees, expenses and disbursements of counsel, accountants or other representatives or agents) imposed in respect of the Mergers, as a result of or incident to any (x) amendment, waiver or repayment of the Credit Agreements (including with respect to the Lender Consent and Amendment) and (y) refinancing of the Indebtedness of the Company or any of its Subsidiaries;



provided, further, that none of the items in the foregoing proviso shall be included to any extent or in any amounts in the calculation of Indebtedness or Indebtedness Amount. For the avoidance of doubt, Company Transaction Expenses shall not include any amounts taken into account in the calculation of Indebtedness Amount."

(i) The definition of "New Warrant Expense" in Section 8.1 of the Transaction Agreement is hereby deleted in its entirety.

(j) A new Section 8.17 of the Transaction Agreement is hereby added, to read as follows:

"8.17 Consent to Amendment of Parent Sponsor Letter. The parties hereto, other than Parent, hereby consent to Parent's entry into the Parent Sponsor Letter Agreement, as amended and restated on or about the date of this Amendment, in the form attached hereto as Exhibit A."

2. The parties hereto hereby agree to the following amendments to the items set forth on Schedule 8.1(c) of the Company Disclosure Schedule:

1. The reference to "$260 million" shall be "$220 million".
2. The reference to "$50 million" shall be "$90 million".

3. 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.

4. 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.*]



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/ Mary Patricia Henahan
Name: Mary Patricia Henahan
Title: Chief Financial Officer

**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. 3*]

---

**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. 3*]

---

**Exhibit A**

**Form of Amended and Restated Parent Sponsor Letter Agreement**

---

**Exhibit 2.2**

**EXECUTION VERSION**

January 21, 2018

Avista Healthcare Public Acquisition Corp.
65 East 55th Street
18th Floor
New York, NY 10022

RE: Surrender of Class B Shares and Private Placement Warrants

Reference is made to the letter agreement dated as of August 21, 2017 (the "Letter Agreement"), entered into and delivered by Parent, Avista Acquisition Corp., a Cayman Islands exempt company ("Parent Sponsor"), and certain directors of Parent that are signatories hereto (collectively with the Parent Sponsor, the "Class B Holders") in connection with the transactions contemplated by the Transaction Agreement dated as of August 21, 2017, by and among Envigo International Holdings, Inc., a Delaware corporation, Avista Healthcare Public Acquisition Corp., a Cayman Islands exempted company ("Parent"), Avista Healthcare Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent, Avista Healthcare NewCo, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent, and Jermyn Street Associates LLC, solely in its capacity as Shareholder Representative, as amended on November 22, 2017 and as further amended on December 22, 2017 (the "Transaction Agreement"). This letter (the "Restated Letter") is being entered into and delivered by Parent, Parent Sponsor and the Class B Holders in connection with the transactions contemplated by the Transaction Agreement and serves to amend and restate the Letter Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Transaction Agreement.

In consideration of the amendment of the Transaction Agreement of even date herewith and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Class B Holders hereby (a) represents and warrants that the Class B Holders collectively hold all of the issued and outstanding Private Placement Warrants and Class B Shares, in each case, as of the date of this Restated Letter; (b) agrees that, subject to the satisfaction or waiver of each of the conditions to Closing set forth in Sections 6.1 and 6.2 of the Transaction Agreement, and immediately prior to the Domestication, the Class B Holders shall collectively (pro rata among the Class B Holders) (i) surrender 3,875,000 Class B Shares to Parent for no consideration and (ii) surrender 4,100,000 Private Placement Warrants to Parent for no consideration; (c) agrees that, until the consummation of the transactions contemplated by the Transaction Agreement, the Class B Holders shall not modify, amend or terminate that certain Letter Agreement, dated October 10, 2016, by and among Parent and the Class B Holders, waive or release any claims or rights thereunder or otherwise consent to any of the foregoing; and (d) waives any and all rights such Class B Holder has or will have under the Parent Organizational Documents to receive, with respect to each share of Class B common stock of Parent, par value $0.0001, held by such Class B Holder immediately following the Domestication, more than one share of Parent Common Stock upon conversion thereof in accordance with the Parent Organizational Documents. Subject to the terms and conditions of this Restated Letter, the Class B Holders agree to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Restated Letter.

---

This Restated Letter shall terminate, and have no further force and effect, if the Transaction Agreement is terminated in accordance with its terms prior to the First Merger Effective Time. This Restated Letter, and any claim or cause of action hereunder based upon, arising out of or related to this Restated Letter (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Restated Letter, shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any principles of conflicts of law. This Restated Letter may be executed in two (2) or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

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



---

Please indicate your agreement to the terms of this Restated Letter by signing where indicated below.

Very truly yours,

Avista Acquisition Corp.

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

Solely in their capacity as a holder of Class B Shares and Private Placement Warrants:

/s/ Håkan Björklund
Håkan Björklund

/s/ Charles Harwood
Charles Harwood

/s/ Brian Markison
Brian Markison

/s/ Robert O'Neil
Robert O'Neil

Acknowledged and agreed
as of the date of this Restated Letter:

Avista Healthcare Public Acquisition Corp.

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