
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 18, 2019

WALGREENS BOOTS ALLIANCE, INC.

(Exact name of registrant as specified in its charter)

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)

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))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	WBA	The Nasdaq Stock Market LLC
2.875% Walgreens Boots Alliance, Inc. notes due 2020	WBA20	The Nasdaq Stock Market LLC
3.600% Walgreens Boots Alliance, Inc. notes due 2025	WBA25	The Nasdaq Stock Market LLC
2.125% Walgreens Boots Alliance, Inc. notes due 2026	WBA26	The Nasdaq Stock Market LLC

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

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

Extension Agreement to 364-Day Revolving Credit Agreement

As previously disclosed, on January 18, 2019, Walgreens Boots Alliance, Inc. (the “Company”) entered into a 364-day revolving credit agreement (the “Credit Agreement”) with the lenders from time to time party thereto and Mizuho Bank, Ltd. (“Mizuho”), as administrative agent.

On December 18, 2019, the Company entered into an Extension Agreement (the “Extension Agreement”) relating to the Credit Agreement with the lenders party thereto and Mizuho, as administrative agent. The Extension Agreement extends the Maturity Date (as defined in the Credit Agreement) for an additional period of 364 days to January 28, 2021. Such extension shall become effective on January 30, 2020, subject to the Company satisfying certain customary conditions set forth in the Extension Agreement. The Extension Agreement makes no changes to significant terms of the Credit Agreement other than to extend the Maturity Date. The total commitments under the Credit Agreement remain \$2 billion.

The foregoing description of the Extension Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Extension Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

The lenders under the Credit Agreement (as extended by the Extension Agreement) and/or their affiliates have in the past performed, and may in the future from time to time perform, investment banking, financial advisory, lending and/or commercial banking services, or other services for the Company and its subsidiaries, for which they have received, and may in the future receive, customary compensation and expense reimbursement.

Item 2.03 **Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibit

<u>Exhibit</u>	<u>Description</u>
10.1	<u>Extension Agreement, dated as of December 18, 2019, by and among Walgreens Boots Alliance, Inc., the lenders party thereto and Mizuho Bank, Ltd., as administrative agent.</u>

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: December 18, 2019

By: /s/ Joseph B. Amsbary, Jr.

Title: Vice President and Corporate Secretary

December 18, 2019

Mizuho Bank, Ltd.,
as Administrative Agent
under the Credit Agreement
referred to below

Extension Agreement

Ladies and Gentlemen:

The undersigned hereby agrees to extend the Maturity Date under the 364-Day Revolving Credit Agreement dated as of January 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”) among Walgreens Boots Alliance, Inc., a Delaware corporation (the “**Borrower**”), Mizuho Bank, Ltd. (“**Mizuho**”), as administrative agent, and certain other parties thereto for an additional period of 364 days to January 28, 2021, which extension shall become effective on January 30, 2020 (the “**Extension Effective Date**”), subject to (a) on or prior to the Extension Effective Date (i) execution and delivery of counterparts to this Extension Agreement by all Lenders consenting to the Maturity Date Extension described herein, which consenting Lenders shall constitute Required Lenders under the Credit Agreement, and (ii) prepayment of all amounts (if any) required to be paid or prepaid pursuant to Section 2.02(a) and (c) of the Credit Agreement, (b) delivery to the Administrative Agent of a certificate dated as of the Extension Effective Date signed by an Authorized Officer of the Borrower (i) certifying and attaching the resolutions adopted by the Borrower approving or consenting to such extension and (ii) certifying as to the matters set forth in Section 2.02(d) of the Credit Agreement and (c) payment of all fees, costs and expenses due and payable to the Administrative Agent, for itself and on behalf of the Lenders, or its counsel on the Extension Effective Date (including pursuant to any fee letter executed and delivered, or required to be executed and delivered, in connection with the Credit Agreement or the extension). Capitalized terms defined in the Credit Agreement are used herein with the same meaning.

Except to the extent hereby modified, the Credit Agreement and each of the Loan Documents remain in full force and effect and are hereby ratified and affirmed. Except as expressly provided herein, this Extension Agreement 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 Extension 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 Extension Agreement.

This Extension Agreement shall be deemed to be a Loan Document for all purposes under the Credit Agreement. This Extension Agreement shall be construed in accordance with and governed by the laws of the State of New York. This Extension Agreement 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.

[Signature Pages Follow]

MIZUHO BANK, LTD.,
as the Administrative Agent and as a Lender

By: /s/Tracy Rahn

Name: Tracy Rahn

Title: Authorized Signatory

[Signature Page to Extension Agreement]

Bank of America, N.A.,
as a Lender

By: /s/J. Casey Cosgrove

Name: J. Casey Cosgrove

Title: Director

[Signature Page to Extension Agreement]

HSBC Bank USA, N.A
as a Lender

By: /s/James Smith
Name: James Smith
Title: Vice President

[Signature Page to Extension Agreement]

Intesa Sanpaolo S.p.A – New York Branch
as a Lender

By: /s/Alessandro Toigo

Name: Alessandro Toigo

Title: Head of Corporate Desk

By: /s/William Denton

Name: William Denton

Title: Global Relationship Manager

[Signature Page to Extension Agreement]

MUFG BANK, LTD.,
as a Lender

By: /s/Steve Aronowitz

Name: Steve Aronowitz

Title: Managing Director

[Signature Page to Extension Agreement]

UniCredit Bank AG, New York Branch
as a Lender

By: /s/Luca Balestra

Name: Luca Balestra

Title: Managing Director

By: /s/Laura Shelmerdine

Name: Laura Shelmerdine

Title: Associate Director

[Signature Page to Extension Agreement]

JPMORGAN CHASE BANK, N.A

as a Lender

By: /s/Stephen Lescher

Name: Stephen Lescher

Title: Vice President

[Signature Page to Extension Agreement]

U. S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/Conan Schleicher

Conan Schleicher
Senior Vice President

[Signature Page to Extension Agreement]

National Westminster Bank Plc,
as a Lender

By: /s/Michael Collins

Name: Michael Collins

Title: Director

[Signature Page to Extension Agreement]

**The Toronto-Dominion Bank, New York
Branch,**
as a Lender

By: /s/Peter Kuo

Name: Peter Kuo

Title: Authorized Signatory

[Signature Page to Extension Agreement]

Agreed and accepted as of
the date first above written:

WALGREENS BOOTS ALLIANCE, INC.
as the Borrower

By: /s/Aidan Clare
Name: Aidan Clare
Title: Senior Vice President and
Global Treasurer

By: /s/John Devlin
Name: John Devlin
Title: Vice President, Global Treasury

[Signature Page to Extension Agreement]