
**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 26, 2017 (December 19, 2017)

MOLINA HEALTHCARE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-31719
(Commission File Number)

13-4204626
(I.R.S. Employer Identification No.)

200 Oceangate, Suite 100, Long Beach, California 90802
(Address of principal executive offices)

Registrant's telephone number, including area code: (562) 435-3666

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

Item 1.01. Entry into a Material Definitive Agreement.

As previously reported in the Current Report on Form 8-K filed by Molina Healthcare, Inc. (the "Company") with the Securities and Exchange Commission on December 7, 2017, the Company entered into a commitment letter (the "Commitment Letter") with SunTrust Bank and SunTrust Robinson Humphrey, Inc. ("STRH" and, together with SunTrust Bank, the "Commitment Parties"), pursuant to which, subject to the terms and conditions set forth therein, the Commitment Parties committed to provide, among other things, a 364-day unsecured senior bridge facility in an aggregate principal amount of up to \$550.0 million (the "364-Day Bridge Facility") to fund the Transactions (as defined below). The Commitment Letter contemplated that the 364-Day Bridge Facility would be evidenced by a new Credit Agreement by and among the Company, the guarantors party thereto, the lenders party thereto and SunTrust Bank, as administrative agent (the "Bridge Credit Agreement").

On December 19, 2017, the Company entered into a Fifth Amendment (the "Fifth Amendment") to its existing Credit Agreement, dated as of June 12, 2015 (as amended, the "Credit Agreement"), by and among the Company, the Guarantors party thereto, the Lenders party thereto and SunTrust Bank, as Administrative Agent, Issuing Bank and Swingline Lender. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Credit Agreement.

Section 7.1 of the Credit Agreement (without giving effect to the Fifth Amendment) provides, in relevant part, that, so long as any Lender has a Commitment under the Credit Agreement, any Obligation remains unpaid or outstanding, or any Letter of Credit remains outstanding, the Company shall not, subject to certain listed exceptions set forth therein (the "List of Indebtedness Exceptions"), create, incur, assume or suffer to exist any Indebtedness, which term would include Indebtedness created pursuant to the Bridge Credit Agreement. The Fifth Amendment modifies Section 7.1 of the Credit Agreement to permit the incurrence of Indebtedness created pursuant to the Bridge Credit Agreement by adding to the List of Indebtedness Exceptions a new defined term "364 Day Bridge Senior Unsecured Indebtedness", meaning any unsecured bridge facility incurred by the Company no later than February 28, 2018 in an aggregate amount not to exceed \$550.0 million with a maturity of 364 days and any extension, renewal or refinancing thereof, which may be used to (i) fund any required repurchases of the 2020 Convertible Notes, (ii) repay any Indebtedness used to fund any required repurchases of the 2020 Convertibles Notes, (iii) repay the Obligations and (iv) pay any fees, expenses and other transaction costs incurred in connection therewith (collectively, the "Transactions").

The Fifth Amendment also provides that the Company may use the proceeds of the 364 Day Bridge Senior Unsecured Indebtedness to repurchase the 2020 Convertible Notes whether or not a Default or Event of Default has occurred or is continuing.

The foregoing summary of the Fifth Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Fifth Amendment, a copy of which is being filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Form of Fifth Amendment to Credit Agreement, dated as of December 19, 2017, by and among Molina Healthcare, Inc., the Guarantors party thereto, the Lenders party thereto and SunTrust Bank, in its capacities as Administrative Agent, Issuing Bank and Swingline Lender.

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.

MOLINA HEALTHCARE, INC.

Date: December 26, 2017

By: /s/ Jeff D. Barlow
Jeff D. Barlow
Chief Legal Officer and Secretary

EXHIBIT INDEX

Exhibit No.	Description
10.1	<u>Form of Fifth Amendment to Credit Agreement, dated as of December 19, 2017, by and among Molina Healthcare, Inc., the Guarantors party thereto, the Lenders party thereto and SunTrust Bank, in its capacities as Administrative Agent, Issuing Bank and Swingline Lender.</u>

FIFTH AMENDMENT TO CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO CREDIT AGREEMENT, dated as of December 19, 2017 (this "Amendment"), is entered into among Molina Healthcare, Inc., a Delaware corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto, and SunTrust Bank, in its capacity as Administrative Agent (the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors, the Lenders and the Administrative Agent are parties to that certain Credit Agreement, dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrower has requested, and the Required Lenders have agreed, to amend the Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Amendments to the Credit Agreement.

1.1 The new defined term "364 Day Bridge Senior Unsecured Indebtedness" is added to Section 1.1 in the proper alphabetical order to read as follows:

"364 Day Bridge Senior Unsecured Indebtedness" means any unsecured bridge facility incurred by the Borrower no later than February 28, 2018 in an aggregate amount not to exceed \$550,000,000 with a maturity of 364 days and any extension, renewal or refinancing thereof, which may be used to (i) fund any required repurchases of the 2020 Convertible Notes, (ii) repay any Indebtedness used to fund any required repurchases of the 2020 Convertibles Notes, (iii) repay the Obligations and (iv) pay any fees, expenses and other transaction costs incurred in connection therewith.

1.2 Section 7.1 is amended by (i) deleting the "and" at the end of clause (j), (ii) replacing the "." at the end of clause (k) with "; and" and (iii) adding a new clause (l) to the end of Section 7.1 to read as follows:

(l) the 364 Day Bridge Senior Unsecured Indebtedness.

1.3 Section 7.13(b) is amended and restated to read as follows:

(b) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, make any payment (including any payment at maturity), exchange or redemption of the 2020 Convertible Notes or the 2044 Convertible Notes, unless before and after giving effect to any such repayment or redemption, no Default or Event of Default shall have occurred and be continuing; provided, that the Borrower may use the proceeds of the 364 Day Bridge Senior Unsecured Indebtedness to repurchase the 2020 Convertible Notes whether or not a Default or Event of Default has occurred or is continuing.

2. Effectiveness; Conditions Precedent. This Amendment shall be effective as of the date on which the Administrative Agent has received a copy of this Amendment, duly executed by the Borrower, the Guarantors, the Required Lenders and the Administrative Agent.

3. Amendment is a "Loan Document". This Amendment shall be deemed to be, and is, a Loan Document and all references to a "Loan Document" in the Credit Agreement and the other Loan Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Loan Documents) shall be deemed to include this Amendment.

4. Representations and Warranties; No Default. Each Loan Party hereby represents and warrants to the Administrative Agent, each Lender, the Swingline Lender and the Issuing Bank that, (a) the representations and warranties of each Loan Party contained in the Credit Agreement, any other Loan Document, or any document furnished at any time under or in connection with the Credit Agreement or any other Loan Document, are true and correct in all material respects (other than any representation and warranty that is expressly qualified by materiality, in which case such representation and warranty is true and correct in all respects) on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (other than any representation and warranty that is expressly qualified by materiality, in which case such representation and warranty is true and correct in all respects) as of such earlier date and (b) no Default or Event of Default exists.

5. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents (as amended by this Amendment) and (c) agrees that this Amendment and all documents, agreements and instruments executed in connection with this Amendment do not operate to reduce or discharge such Loan Party's obligations under the Loan Documents (except to the extent such obligations are modified pursuant to this Amendment).

6. No Other Changes. Except as modified hereby, all of the terms and provisions of the Loan Documents shall remain in full force and effect and nothing herein shall limit or waive any right, power or remedy of the Administrative Agent or the Lenders under the Loan Documents.

7. Counterparts; Delivery. This Amendment may be executed in counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by any other electronic imaging means (including .pdf), shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Fees and Expenses. The Borrower agrees to pay all reasonable out-of-pocket fees and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of Moore & Van Allen, PLLC, counsel to the Administrative Agent.

9. Governing Law. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to Credit Agreement to be duly executed as of the date first above written.

BORROWER:

MOLINA HEALTHCARE, INC.,
a Delaware corporation

By: __

Name:

Title:

GUARANTORS:

MOLINA INFORMATION SYSTEMS, LLC,
a California limited liability company

By: __

Name:

Title:

MOLINA PATHWAYS LLC,
a Delaware limited liability company

By: __

Name:

Title:

PATHWAYS HEALTH AND COMMUNITY SUPPORT LLC,
a Delaware limited liability company

By: __

Name:

Title:

ADMINISTRATIVE
AGENT:

SUNTRUST BANK,
as Administrative Agent

By: ___
Name:
Title:

LENDERS: SUNTRUST BANK,

as Issuing Bank, as Swingline Lender and as a Lender

By: ___
Name:
Title:

BANK OF AMERICA, N.A.

By: ___
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION.

By: ___
Name:
Title:

BOKF, N.A. dba BANK OF ALBUQUERQUE

By: ___
Name:
Title:

EAST WEST BANK

By: ___
Name:
Title:

MUFG UNION BANK, N.A.

By: ___
Name:
Title:

UBS AG, STAMFORD BRANCH

By: ___
Name:
Title:

[Signature pages continue]

U.S. BANK NATIONAL ASSOCIATION

By: ___

Name:

Title:

BARCLAYS BANK PLC

By: ___

Name:

Title:

JPMORGAN CHASE BANK, N.A.

By: ___

Name:

Title:

MORGAN STANLEY SENIOR FUNDING, INC.

By: ___

Name:

Title: