

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): March 12, 2019 (March 7, 2019)

Micron Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of Incorporation or organization) 1-9731
(Commission File Number) 72-0925679
(I.R.S. Employer Identification Number)

25 Sawyer Passway
Fitchburg, MA 01420
(Address of principal executive offices and zip code)

(978) 345-5000
(Registrant's telephone number, including area code)

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))

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

Micron Products, Inc. (“Micron”), the wholly owned subsidiary of Micron Solutions, Inc., and Rockland Trust Company (“Lender”) entered into the First Amendment and Waiver to Credit and Security Agreement (the “Agreement”) as of March 7, 2019. Pursuant to the Agreement, the Lender, effective as of the date of occurrence, waived Micron’s non-compliance with the fourth quarter 2018 debt service coverage ratio covenant and compliance with certain post-closing requirements. The Agreement also amended the quarterly debt service coverage ratio measurement requirements for 2019.

The foregoing description of the Agreement is a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Agreement filed as Exhibit 10.79 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.79	First Amendment and Waiver to Credit and Security Agreement dated as of March 7, 2019 between Micron Products, Inc. and Rockland Trust Company

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, on the 12th day of March, 2019.

MICRON SOLUTIONS, INC.

By: /s/ Derek T. Welch

 Derek T. Welch
 Chief Financial Officer
 (principal financial and accounting officer)

FIRST AMENDMENT AND WAIVER TO CREDIT AND SECURITY AGREEMENT

This First Amendment and Waiver to Credit and Security Agreement (this "Amendment") is dated as of March 7, 2019 by and between MICRON PRODUCTS INC., a Massachusetts corporation ("Borrower"), and ROCKLAND TRUST COMPANY, a Massachusetts trust company ("Lender").

RECITALS

A. Borrower and Lender are parties to that certain Credit and Security Agreement dated as of December 29, 2017 (the "Credit Agreement").

B. Borrower has requested that Lender agree to (i) amend certain provisions of the Credit Agreement and (ii) waive certain Events of Default that have occurred as a result of Borrower's failure to satisfy certain requirements of (x) Section 4.16 of the Credit Agreement, and (y) paragraph 1 of Schedule B-3 of the Credit Agreement, namely by virtue of failing to maintain a Debt Service Coverage Ratio of not less than 1.20 to 1.0 for the fiscal quarter ended December 31, 2018 for the trailing 12 month period then ended (collectively, the "Specified Events of Default").

C. Lender has agreed to so amend certain provisions of the Credit Agreement and to waive the Specified Events of Default on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. **Capitalized Terms**. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.

2. **Waiver of Specified Events of Default; No Other Waiver**. Effective as of the date of the occurrence of the Specified Events of Default, Lender hereby waives the Specified Events of Default. Except as expressly set forth herein with respect to the Specified Events of Default, Lender has not waived, is not hereby waiving, and has no intention of waiving, any other Default or Event of Default. All of the terms and conditions of the Credit Agreement remain in full force and effect and none of such terms and conditions are, or shall be construed as, otherwise amended or modified, except as specifically set forth herein, and nothing in this Amendment shall constitute a waiver by Lender of any Default or Event of Default, or of any right, power or remedy available to Lender under the Credit Agreement or any other Loan Document, whether any such defaults, rights, powers or remedies presently exist or arise in the future, except as specifically set forth herein.

3. **Amendments to Credit Agreement**.

a. Paragraph 1 in Schedule B-3 of the Credit Agreement is amended in its entirety as follows:

"1. DEBT SERVICE COVERAGE RATIO. Borrower shall cause to be maintained a Debt Service Coverage Ratio of not less than 1.1 to 1.0 with respect to the Borrower's fiscal quarters ending June 30, 2019 and each fiscal quarter thereafter, in each case as calculated for the trailing 12 month period then ended with respect to each such fiscal quarter; provided that fiscal quarter ending June 30, 2019 shall be calculated for the trailing 3 month period then ended with respect to such fiscal quarter, fiscal quarter ending September 30, 2019 shall be calculated for the trailing 6 month period then ended with respect to such fiscal quarter and fiscal quarter ending December 31, 2019 shall be calculated for the trailing 9 month period then ended with respect to such fiscal quarter."

b. Paragraph 3 in Schedule B-3 of the Credit Agreement is amended by replacing "first day of each month" with "last day of each fiscal quarter".

c. The definition of "EBITDA" in Schedule B-3 of the Credit Agreement is amended in its entirety as follows:

"EBITDA' means, for any applicable period, for Parent and its Subsidiaries on a consolidated basis, net income, calculated before interest expense, provision for income taxes, depreciation and amortization expenses, gains or losses arising from the sale of capital assets, gains arising from the write-up of assets, any extraordinary gains or losses

and non-cash compensation (in each case, to the extent including in determining net income).”.

4. **Representations and Warranties.** Borrower represents and warrants to Lender that (a) all of the representations and warranties made in the Credit Agreement are true and accurate as of the date hereof as if made as of the date hereof (except as the same may relate to an earlier date), and (b) after giving effect to this Amendment, no Default or Event of Default exists.

5. **Conditions Precedent.** The effectiveness of this Amendment is subject to the satisfaction of the following:

- a. the execution and delivery of this Amendment by all parties hereto;
- b. receipt by the Lender from the Borrower of a \$5,000 amendment fee, together with payment for any fees and expenses reasonably incurred by Lender in connection with this Amendment; and
- c. receipt by the Lender from the Borrower of such other documents reasonably requested by the Lender.

6. **Acknowledgements.** Borrower hereby acknowledges, ratifies, reaffirms, and agrees that the Credit Agreement and the other Loan Documents are enforceable against Borrower in accordance with their terms and applicable law, and the security interests granted to Lender thereunder in the Collateral are and will remain enforceable perfected first priority security interests which secure the payment and performance by Borrower of the Obligations.

7. **Release.** Borrower hereby acknowledges and agrees that it has no defense, counterclaim, offset, cross-complaint, claim or demand of any kind of nature whatsoever that can be asserted to reduce or eliminate all or any part of its liability to repay the Obligations or to seek affirmative relief or damages of any kind or nature from Lender which are known to it as of the date hereof. Borrower hereby voluntarily and knowingly releases and forever discharges Lender and each of its respective predecessors, agents, employees, affiliates, successors and assigns (collectively, the “Released Parties”) from all known claims, demands, actions, causes of action, damages, costs, expenses and liabilities whatsoever, anticipated or unanticipated, suspected or unsuspected, fixed, contingent or conditional, at law or in equity, in any case originating in whole or in part on or before the date this Amendment becomes effective that Borrower may now or hereafter have against the Released Parties, if any, irrespective of whether any such claims arise out of contract, tort, violation of law or regulations, or otherwise, and that arise from any extension of credit made under the Credit Agreement, the exercise of any rights and remedies under the Credit Agreement or any other Loan Document, and/or the negotiation for and execution of this Amendment, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable.

8. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constituting one and the same instrument.

9. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Applicable State.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a sealed instrument as of the first date above written.

BORROWER:

MICRON PRODUCTS INC.

By: /s/ William J. Laursen _____
Name: /s/ William J. Laursen
Title: President and Chief Executive Officer

LENDER:

ROCKLAND TRUST COMPANY

By: /s/ Thomas Meehan _____
Name: /s/ Thomas Meehan
Title: Vice President