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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 14, 2024**

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**PACS GROUP, INC.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-42011**  
(Commission  
File Number)

**92-3144268**  
(IRS Employer  
Identification Number)

**262 N. University Ave.**  
**Farmington, Utah 84025**  
(Address of principal executive offices, including Zip Code)

**Registrant's telephone number, including area code: (801) 447-9829**

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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 Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.001 par value per share</b>	<b>PACS</b>	<b>The New York Stock Exchange</b>

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.

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

On November 14, 2024, PACS Group, Inc. (the “Company”) and its wholly-owned subsidiary, PACS Holdings, LLC (the “Borrower”), entered into an amendment (the “Amendment”) to the Amended and Restated Credit Agreement, dated December 7, 2023, with Truist Bank (the “Administrative Agent”) and the lenders party thereto (the “Lenders”).

The Amendment modifies the affirmative covenant requiring the Borrower to deliver unaudited quarterly financial statements to the Administrative Agent (for distribution to the Lenders) within 45 days of the end of a fiscal quarter. Pursuant to the Amendment, the Borrower must deliver unaudited financial statements for the fiscal quarter ended September 30, 2024 within 52 days of the end of such fiscal quarter, which delivery date may be further extended by written agreement (which may be by e-mail) with the Administrative Agent or certain Lenders, as applicable.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**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 in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
10.1	Second Amendment to Amended and Restated Credit Agreement, dated as of November 14, 2024 by and among PACS Group, Inc., PACS Holdings, LLC, Truist Bank and the lenders party thereto
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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.

Date: November 15, 2024

**PACS GROUP, INC.**

By: /s/ Derick Apt  
Derick Apt  
Chief Financial Officer

**SECOND AMENDMENT TO CREDIT AGREEMENT**

This **SECOND AMENDMENT TO CREDIT AGREEMENT** (this "Agreement") is made and entered into as of November 14, 2024, by and among **PACS GROUP, INC.**, a Delaware corporation ("Holdings"), **PACS HOLDINGS, LLC**, a Delaware limited liability company (the "Borrower"), the Lenders party hereto and **TRUIST BANK**, as Administrative Agent.

**WITNESSETH:**

**WHEREAS**, Holdings, the Borrower, the Lenders and the Administrative Agent are party to that certain Amended and Restated Credit Agreement, dated as of December 7, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, the Borrower has requested that the Administrative Agent and the Lenders agree to amend certain provisions of the Credit Agreement as set forth herein, and the Administrative Agent and the Lenders party hereto have agreed to such amendments, in each case subject to the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each of the parties hereto hereby covenants and agrees as follows:

SECTION 1. Definitions. Unless otherwise specifically defined herein, each term used herein (including in the preamble and the recitals above) which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement, as amended hereby. Each reference to "hereof," "hereunder," "herein," and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall from and after the date hereof refer to the Credit Agreement as amended hereby.

SECTION 2. Amendments. Section 5.1(b) to the Credit Agreement is hereby amended so that it reads, in its entirety, as follows:

(b) as soon as available and in any event within 45 days (or, (i) with respect to the Fiscal Quarter ended March 31, 2024, 60 days and (ii) with respect to the Fiscal Quarter ending September 30, 2024, 52 days (or such later date as may be agreed to in writing (which may be by e-mail) by the Administrative Agent in its sole discretion (which later date may not be later than 82 days unless agreed to in writing (which may be by e-mail) by the Required Lenders)) after the end of each of the first three Fiscal Quarters of Holdings (commencing with the Fiscal Quarter ended March 31, 2024), an unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Quarter and the related unaudited consolidated statements of income and cash flows of Holdings and its Subsidiaries for such Fiscal Quarter and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter and the corresponding portion of Holdings' previous

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Fiscal Year, and together with a management discussion and analysis with respect thereto;

SECTION 3. Conditions Precedent. This Agreement shall become effective only upon satisfaction or waiver of each of the following conditions:

(a) The Administrative Agent's receipt of this Agreement duly executed by each of (i) Holdings, (ii) the Borrower, (iii) the Required Lenders and (iv) the Administrative Agent; and

(b) the Borrower shall have paid all reasonable, documented out-of-pocket costs and expenses of the Administrative Agent due and payable on or prior to the date hereof, including, without limitation, reasonable fees, charges and disbursements of counsel for the Administrative Agent.

SECTION 4. Representations and Warranties. Each of Holdings and the Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) Each of the representations and warranties made by it set forth in the Loan Documents is true and correct in all material respects as of the date hereof, unless such representation or warranty expressly relates to an earlier date, in which case such representation or warranty is true and correct in all material respects as of such earlier date (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties are true and correct in all respects);

(b) As of the date hereof, immediately after giving effect to this Agreement, there exists no Default or Event of Default;

(c) It has the power and is duly authorized to enter into, deliver, and perform this Agreement; and

(d) This Agreement is the legal, valid, and binding obligation of each of Holdings and the Borrower enforceable against it in accordance with its terms, except to the extent that the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally or by general principles of equity.

SECTION 5. Miscellaneous Terms.

(a) Loan Document. For avoidance of doubt, Holdings, the Borrower, the Lenders party hereto and the Administrative Agent each hereby acknowledges and agrees that this Agreement is a Loan Document.

(b) Effect of Agreement. Except as set forth expressly hereinabove, all terms of the Credit Agreement and the other Loan Documents shall be and remain in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the Loan Parties.

(c) No Novation or Mutual Departure. Each of Holdings and the Borrower expressly acknowledges and agrees that (i) there has not been, and this Agreement does not constitute or establish, a novation with respect to the Credit Agreement or any of the other Loan Documents, or a mutual departure from the strict terms, provisions, and conditions thereof, other than with respect to the amendments contained in Section 2 above and (ii) nothing in this Agreement shall affect or limit the Administrative Agent's or any Lender's right to demand payment of liabilities owing from the Borrower or any other Loan Party to the Administrative Agent or the Lenders under, or to demand strict performance of the terms, provisions, and conditions of, the Credit Agreement and the other Loan Documents, to exercise any and all rights, powers, and remedies under the Credit Agreement or the other Loan Documents or at law or in equity, or to do any and all of the foregoing, immediately at any time after the occurrence of an Event of Default under the Credit Agreement or the other Loan Documents.

(d) Ratification. Each of Holdings and the Borrower, on its own behalf and on behalf of each other Loan Party, hereby (i) restates, ratifies, and reaffirms all of its obligations and covenants set forth in the Credit Agreement and the other Loan Documents to which it is a party effective as of the date hereof and (ii) restates and renews each and every representation and warranty heretofore made by it in the Credit Agreement and the other Loan Documents as fully as if made on the date hereof and with specific reference to this Agreement and any other Loan Documents executed or delivered in connection herewith (except with respect to representations and warranties made as of an expressed date, in which case such representations and warranties shall be true and correct as of such date).

(e) Claims. To induce the Administrative Agent and the Lenders to enter into this Agreement, each of Holdings and the Borrower, on its own behalf and on behalf of each other Loan Party, hereby acknowledges and agrees that, as of the date hereof, and after giving effect to the terms hereof, there exists no right of offset, defense, counterclaim, claim, or objection in favor of itself or any other Loan Party or arising out of or with respect to any of the Loans or other obligations of itself or any other Loan Party owed to the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document.

(f) Release. In consideration of the agreements contained herein, each of Holdings and the Borrower, on its own behalf and on behalf of each other Loan Party, hereby waives and releases the Administrative Agent and each of the Lenders and their respective directors, partners, officers, employees and agents, from any and all claims and defenses, known or unknown as of the date of this Agreement, with respect to the Credit Agreement, the other Loan Documents and the transactions contemplated thereby on or before the date of this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

(h) Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, other electronic method of transmission pursuant to which the signature of such party can be seen (including, without

limitation, Adobe Corporation's Portable Document Format) or electronic signature as permitted by Section 10.16 of the Credit Agreement shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party so delivering an executed counterpart of this Agreement by facsimile, telecopy, other electronic method of transmission or electronic signature shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(i) Recitals Incorporated Herein. The preamble and the recitals to this Agreement are hereby incorporated herein by this reference.

(j) Section References. Section titles and references used in this Agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby.

(k) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(l) Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

*(Signature pages follow)*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**HOLDINGS:**

**PACS GROUP, INC.**

By: /s/ Derick Apt  
Name: Derick Apt  
Title: Chief Financial Officer

**BORROWER:**

**PACS HOLDINGS, LLC**

By: /s/ Derick Apt  
Name: Derick Apt  
Title: Treasurer

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**TRUIST BANK,**  
as the Administrative Agent and a Lender

By: /s/Alexandra Korchmar  
Name: Alexendra Korchmar  
Title: Vice President

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**CITIBANK, N.A.,**  
as a Lender

By: /s/Michael Kuglin  
Name: Michael Kuglin  
Title: Senior Vice President

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**JPMORGAN CHASE BANK, N.A.,**  
as a Lender

By: /s/Erik Barragan  
Name: Erik Barragan  
Title: Authorized Officer

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**KEYBANK NATIONAL ASSOCIATION,**  
as a Lender

By: /s/Patrick Gilbreath  
Name: Patrick Gilbreath  
Title: Vice President

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**REGIONS BANK,**  
as a Lender

By: /s/Allen T. Riley  
Name: Allen T. Riley  
Title: Director

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**ROYAL BANK OF CANADA,**  
as a Lender

By: /s/Sean Young  
Name: Sean Young  
Title: Authorized Signatory

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**BANK OF HOPE,**  
as a Lender

By: /s/Mohammad Hassan  
Name: Mohammad Hassan  
Title: Senior Vice President

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**BOKF NA, DBA BOK FINANCIAL,**  
as a Lender

By: /s/Rett E. Deinlein  
Name: Rett E. Deinlein  
Title: Senior Vice President

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**UBS AG, STAMFORD BRANCH,**  
as a Lender

By: /s/Muhammad Afzal  
Name: Muhammad Afzal  
Title: Director

By: /s/Peter Hazoglou  
Name: Peter Hazoglou  
Title: Director