
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): **May 8, 2017**



THE DAVEY TREE EXPERT COMPANY

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction
of incorporation)

000-11917
(Commission
File Number)

34-0176110
(Employer Identification
Number)

1500 North Mantua Street
P.O. Box 5193
Kent, Ohio 44240
(Address of principal executive offices) (Zip Code)

(330) 673-9511
(Registrant's telephone number, including area code)

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))

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

On May 8, 2017, The Davey Tree Expert Company (“Davey Tree”) entered into a Second Amended Receivables Financing Agreement (the “RFA”), by and among: (i) Davey Tree, as initial Servicer, (ii) Davey Receivables LLC (“Davey Receivables”), an Ohio limited liability company, special purpose entity and wholly-owned subsidiary of Davey Tree, as Borrower, and (iii) PNC Bank, National Association, as LC Bank and as Administrative Agent (“PNC”).

The RFA extends the scheduled termination date of the Receivables Financing Agreement, dated as of May 9, 2016, entered into by and among the parties listed above as part of an accounts receivable securitization program (the “AR Securitization Facility”), which was set to expire May 8, 2017. In addition, the RFA allows the Borrower, under certain circumstances, to increase the limit of its AR Securitization Facility from \$60 million to \$100 million. The AR Securitization Facility terminates on May 7, 2018, unless terminated earlier pursuant to the terms of the RFA.

The foregoing description of the RFA does not purport to be complete and is qualified in its entirety by reference to the full text of the RFA, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is 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

See the information set forth in Item 1.01 of this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description to Exhibit
10.1	Receivables Financing Agreement, dated May 8, 2017, between The Davey Tree Expert Company, Davey Receivables LLC, and PNC Bank, National Association.

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.

THE DAVEY TREE EXPERT COMPANY

By: /s/ Joseph R. Paul
Joseph R. Paul
Executive Vice President, Chief Financial Officer and Secretary

Date: May 9, 2017

Receivables Financing Agreement Amendment No. 2

This Receivables Financing Agreement Amendment No. 2 (this "*Amendment*"), dated as of May 8, 2017, among Davey Receivables LLC, an Ohio limited liability company, as Borrower (together with its successors and assigns, the "*Borrower*"); The Davey Tree Expert Company, an Ohio corporation, in its individual capacity ("*Davey Tree*") and as initial Servicer (in such capacity, together with its successors and assigns in such capacity, the "*Servicer*"); PNC Bank, National Association, as LC Bank (in such capacity, together with its successors and assigns in such capacity, the "*LC Bank*"); and PNC Bank, National Association ("*PNC*"), as Administrative Agent (in such capacity together with its successors and assigns in such capacity, the "*Administrative Agent*").

WITNESSETH:

Whereas, the Borrower, the Servicer, the LC Bank, and the Administrative Agent are party to that certain Receivables Financing Agreement dated as of May 9, 2016 (as amended prior to the date hereof, the "*Financing Agreement*").

Whereas, the Borrower, the Servicer, the LC Bank, and the Administrative Agent hereby agree to extend the Scheduled Termination Date and make certain other amendments to the Financing Agreement pursuant to the terms and conditions set forth herein.

Now, Therefore, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties, the Borrower, the Servicer, the LC Bank, and the Administrative Agent hereto agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Financing Agreement.

Section 2. Amendments.

(a) The defined terms "*Commitment*", "*Facility Limit*" and "*Scheduled Termination Date*" appearing in Section 1.01 of the Financing Agreement are hereby amended and restated in their entirety and as so amended and restated shall read as follows:

"*Commitment*" means the maximum aggregate amount which the LC Bank is obligated to pay hereunder on account of all drawings under all Letters of Credit, on a combined basis, as set forth on Schedule I, as such amount may be modified in connection with a reduction or an increase in the Facility Limit pursuant to Section 3.11. If the context so requires, "*Commitment*" also refers to the LC Bank's obligation to issue Letters of Credit hereunder in accordance with this Agreement.

"*Facility Limit*" means \$60,000,000 as increased or reduced from time to time pursuant to Section 3.11, as applicable; *provided, however*, the Facility Limit shall not exceed \$100,000,000 at any time. References to the unused portion of the Facility Limit shall mean, at any time of determination, an amount equal to (x) the Facility Limit at such time, *minus* (y) the sum of (i) the Outstanding Reimbursement Obligations *plus* (ii) the LC Amount at such time.

"*Scheduled Termination Date*" means May 7, 2018.

(b) Section 3.11 of the Financing Agreement is hereby amended by relettering existing clauses (a) and (b) as clauses (b) and (c) and inserting the following new paragraph (a) to read as follows:

Section 3.11. Changes in Facility Limit. (a) The Borrower may, on any Business Day prior to the Termination Date, request an increase to the Facility Limit by delivering to the Administrative Agent a request substantially in the form attached as Exhibit I hereto (each, an “*Aggregate Facility Limit Increase Request*”) or in such other form as may be acceptable to the Administrative Agent at least ten (10) Business Days prior to the desired effective date of such increase (the “*Aggregate Facility Limit Increase*”); *provided, however*, that (i) any increase of the Facility Limit will require the consent and approval of the Administrative Agent and the LC Bank in their respective sole discretion, (ii) any incremental increase of the Facility Limit shall be in an amount not less than \$1,000,000 and shall be in an integral multiple of \$100,000 in excess thereof, (iii) no Unmatured Event of Default or Event of Default shall have occurred and be continuing at the time of the request or the effective date of the Aggregate Facility Limit Increase, and (iv) all conditions precedent to the making of any Credit Extension contained in Section 6.02 hereof shall be satisfied immediately after giving effect to such Aggregate Facility Limit Increase. The effective date of an Aggregate Facility Limit Increase shall be agreed upon by the Borrower, the Administrative Agent and the LC Bank in the Aggregate Facility Limit Increase Request. The Borrower agrees to pay any reasonable expenses incurred by the Administrative Agent and the LC Bank relating to any Aggregate Facility Limit Increase. Notwithstanding anything herein to the contrary, the LC Bank shall not have any obligation to increase its Commitment and the LC Bank’s Commitment shall not be increased without its consent thereto, and the LC Bank may at its option, unconditionally and without cause, decline to increase its Commitment.

(c) An Exhibit I is hereby added to the Financing Agreement in the form of Exhibit I attached hereto.

Section 3. Representations of the Borrower and the Servicer. Each of the Borrower and the Servicer hereby represent and warrant to the parties hereto that as of the date hereof each of the representations and warranties contained in Article VII of the Financing Agreement and any other Transaction Documents to which it is a party are true and correct as of the date hereof and after giving effect to this Amendment (except to the extent that such representations and warranties expressly refer to an earlier date, in which case they are true and correct as of such earlier date).

Section 4. Conditions Precedent. This Amendment shall become effective and be deemed effective as of the date first written above upon the satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received a fully executed counterpart of this Amendment;

(b) the Administrative Agent shall have received a fully executed counterpart of that certain Fee Letter dated as of the date hereof, and all fees due thereunder;

(c) each representation and warranty of the Borrower and the Servicer contained herein or in any other Transaction Document (after giving effect to this Amendment) shall be true and correct (except to the extent that such representations and warranties expressly refer to an earlier date, in which case they are true and correct as of such earlier date); and

(d) no Unmatured Event of Default or Event of Default shall have occurred and be continuing.

Section 5. Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 6. Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7. Governing Law and Jurisdiction. The provisions of the Financing Agreement with respect to governing law, jurisdiction, and agent for service of process are incorporated in this Amendment by reference as if such provisions were set forth herein.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be duly executed by their respective duly authorized officers as of the day and year first above written.

DAVEY RECEIVABLES LLC

By: _____

Name: _____

Title: _____

**THE DAVEY TREE EXPERT COMPANY,
as the Servicer**

By: _____

Name: _____

Title: _____

**PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent**

By: _____

Name: _____

Title: _____

**PNC BANK, NATIONAL ASSOCIATION,
as LC Bank**

By: _____

Name: _____

Title: _____

Exhibit I

Form of Aggregate Commitment Increase Request

_____, 201__

To: PNC Bank, National Association, as Administrative Agent for the LC Bank and LC Bank party to the Receivables Financing Agreement dated as of May 9, 2016 (as extended, renewed, amended or restated from time to time, the "*Financing Agreement*"), among Davey Receivables LLC (the "*Borrower*"), The Davey Tree Expert Company, as initial Servicer, the LC Bank thereunder, PNC Capital Markets LLC, as Structuring Agent and PNC Bank, National Association, as Administrative Agent. Capitalized terms defined in the Financing Agreement are used herein with the same meanings.

Ladies and Gentlemen:

The undersigned, Davey Receivables LLC (the "*Borrower*") hereby refers to the Financing Agreement and requests that the Administrative Agent and the LC Bank consent to an increase in the Facility Limit (the "*Aggregate Facility Limit Increase*"), in accordance with Section 3.11 of the Financing Agreement, to be effected by an increase in the Commitment of the LC Bank under the terms of the Financing Agreement.

The Borrower requests that the Aggregate Facility Limit Increase become effective on _____, 201__¹ (the "*Aggregate Facility Limit Increase Date*"), and after giving effect to such requested Aggregate Facility Limit Increase, the Commitment of the LC Bank shall be \$_____.

The requested Aggregate Facility Limit Increase shall be effective on the later of (i) the Aggregate Facility Limit Increase Date and (ii) the date on which the executed consent of the Administrative Agent and the LC Bank to this Aggregate Facility Limit Increase is received and the conditions to any such increase in the Facility Limit set forth in Section 3.11 of the Financing Agreement are satisfied. It shall be a condition to the effectiveness of the Aggregate Facility Limit Increase that all expenses referred to in Section 3.11 of the Financing Agreement shall have been paid to the extent invoiced. Upon the satisfaction of the conditions to such Aggregate Facility Limit Increase, the Borrower hereby agrees to pay to the LC Bank a fee equal to [\$_____] on or before the date on which the requested Aggregate Facility Limit Increase becomes effective.

The Borrower hereby certifies that no Unmatured Event of Default or Event of Default has occurred and is continuing and that each of the conditions precedent to Credit Extensions set forth in Section 6.02 of the Financing Agreement are satisfied as of the date hereof and shall be satisfied immediately after giving effect to such Aggregate Facility Limit Increase.

Please indicate the Administrative Agent's and the LC Bank's consent to such Aggregate Commitment Increase by signing the enclosed copy of this letter in the space provided below. This Aggregate Commitment Increase request, including the rights and duties of the parties hereto, shall be governed by, and construed in accordance with, the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York, but without regard to any other conflicts of law provisions thereof.

¹ To be at least 10 Business Days after the date of the delivery of the Aggregate Facility Limit Increase Request.

[Signature page follows]

Very truly yours,

DAVEY RECEIVABLE LLC

By: _____

Name: _____

Title: _____

The undersigned hereby consents on this __ day of _____, 201__ to the above-requested Aggregate Facility Limit Increase.

**PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent**

By: _____

Name: _____

Title: _____

**PNC BANK, NATIONAL ASSOCIATION,
as LC Bank**

By: _____

Name: _____

Title: _____