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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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) June 3, 2019**

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**MERIDIAN BIOSCIENCE, INC.**

(Exact Name of Registrant as Specified in Charter)

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**Ohio**  
(State or Other Jurisdiction  
of Incorporation)

**0-14902**  
(Commission  
File Number)

**31-0888197**  
(IRS Employer  
Identification No.)

**3471 River Hills Drive Cincinnati, Ohio**  
(Address of principal executive offices)

**45244**  
(Zip Code)

**Registrant's telephone number, including area code (513) 271-3700**

(Former Name or Former Address, if Changed Since Last Report.)

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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 (*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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	VIVO	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17CFR §240.12b-2).

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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## Introductory Note

On June 3, 2019, Meridian Bioscience, Inc., an Ohio corporation (“Meridian” or the “Company”), completed its previously announced acquisition (the “Acquisition”) pursuant to the Share Purchase Agreement dated as of April 29, 2019 (the “Purchase Agreement”) by and among Meridian, Meridian Bioscience Canada Inc., a corporation incorporated under the laws of British Columbia and a direct wholly-owned subsidiary of the Company (“Buyer”), GenePOC Inc., a corporation incorporated under the laws of Canada (“Seller”), the shareholders of Seller (the “Shareholders”), and Après-demain Holding SA, solely in the capacity of Shareholders’ Representative. Capitalized terms used in this Current Report but not defined herein shall have the respective meanings assigned thereto in the Purchase Agreement, as applicable.

Descriptions of the Purchase Agreement and the transactions contemplated thereby and included therein do not purport to be complete and are subject to and qualified in their entirety by reference to the Purchase Agreement, which has been filed as Exhibit 2.1 to the Company’s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 7, 2019 and is incorporated herein by reference.

### **Item 2.01. Completion of Acquisition or Disposition of Assets.**

On June 3, 2019, the Acquisition was consummated, and, in accordance with the Purchase Agreement, Buyer purchased substantially all of the assets and assumed certain specified liabilities of Seller by means of a two-step transaction. As the first step in the Acquisition, Seller assigned substantially all of the assets of Seller and certain specified liabilities to GenePOC Canada Inc., a corporation incorporated under the laws of British Columbia and a subsidiary of Buyer (“GenePOC Canada”), in exchange for the issuance to Seller by GenePOC Canada of non-voting Class B shares (the “Purchased Shares”) of GenePOC Canada (the “Reorganization”). Then, following the Reorganization, Buyer acquired from Seller the Purchased Shares, and GenePOC Canada became Buyer’s wholly-owned subsidiary, with Buyer owning all of the issued and outstanding shares of GenePOC Canada.

The assets of Seller acquired by Buyer include, but are not limited to, Seller’s revogene™ molecular diagnostics platform, which currently has four FDA-cleared assays, including *C. difficile*, Group A *Strep*, and Group B *Strep*.

Pursuant to the Purchase Agreement, on June 3, 2019, Buyer paid to Seller a cash payment of \$50 million subject to a working capital adjustment and holdback of \$5 million to secure Seller’s performance of certain post-closing obligations. In addition, Buyer issued to Seller a \$20 million aggregate principal amount non-interest bearing term promissory note (the “Promissory Note”) payable in two \$10 million installments upon the achievement of certain development milestones if achieved by September 30, 2020 and March 31, 2021, respectively. The Purchase Agreement also requires Meridian to pay Seller a contingent consideration payment of up to \$50 million payable if certain financial performance targets are achieved during the twelve-month period ending September 30, 2022.

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

The information contained under Item 2.01 above regarding the Promissory Note is hereby incorporated by reference in its entirety into this Item 2.03.

The foregoing description of the Promissory Note does not purport to be complete and is subject to and qualified in its entirety by reference to the Promissory Note, a copy of which is attached hereto as Exhibit 10.1 and the terms of which are incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

On June 3, 2019, the Company issued a press release announcing the completion of the Acquisition. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

The information contained in Item 7.01 to this Current Report on Form 8-K and Exhibit 99.1 attached hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing by the Company under the Exchange Act.

**Item 9.01. Financial Statements and Exhibits.**

- (a) Financial Statements of Businesses Acquired: The financial statements under this Item 9.01 shall be filed by an amendment to this Form 8-K not later than 71 days after the date this Current Report on Form 8-K is required to be filed.
- (b) Pro Forma Financial Information: The pro forma financial information under this Item 9.01 shall be filed by an amendment to this Form 8-K not later than 71 days after the date this Current Report on Form 8-K is required to be filed.
- (d) Exhibits

10.1 [\\*\\*Promissory Note dated June 3, 2019 between Meridian Bioscience Canada Inc. and GenePOC Inc.](#)

99.1 [Press Release dated June 3, 2019](#)

\*\* Certain portions of Exhibit 10.1 have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The omitted information is not material and would likely cause competitive harm to the Registrant if publicly disclosed. The Registrant hereby agrees to furnish a copy of any omitted schedule or other portion to the SEC upon request.

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**SIGNATURES**

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.

MERIDIAN BIOSCIENCE, INC.

Date: June 3, 2019

By: /s/ Eric S. Rasmussen  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

**CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. [\*\*\*]**

**PROMISSORY NOTE**

US\$20,000,000

June 3, 2019

**MERIDIAN BIOSCIENCE CANADA INC.**, a legal person governed by the laws of British Columbia and having its principal place of business at 100-360 rue Franquet, Québec (Québec), G1P 4N3, herein acting and represented by [\*\*\*], its duly authorized representative for the purposes hereof as he so declares;

(hereinafter the “**Obligor**”)

**GENEPOC INC.**, a legal person governed by the *Canada Business Corporations Act* and having its registered office at 100-360 rue Franquet, Québec (Québec), G1P 4N3, herein acting and represented by [\*\*\*], its duly authorized representative for the purposes hereof as [\*\*\*] so declares;

(hereinafter the “**Holder**”)

(the Obligor and the Holder are hereinafter collectively referred to as the “**Parties**”)

1. **Reference**

This Note (as defined below) is being issued in accordance with section 2.02 (b) (ii) of the Share Purchase Agreement amongst *inter alios* the Obligor, the Holder and Meridian Bioscience, Inc. dated **April 29, 2019** (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Note have the same meanings ascribed to them in the Purchase Agreement.

2. **Note Amount**

FOR VALUE RECEIVED, the Obligor, hereby promises to pay to or to the order of the Holder, on each Maturity Date (as defined below), the sum indicated in Schedule A hereto which as of the date hereof amounts to twenty million dollars (US\$20,000,000) in lawful money of the United States of America (such note amount appearing in Schedule A as amended from time to time by the Holder and the Obligor being hereinafter referred to as the “**Note Amount**”), in immediately available funds, in accordance with the terms of this promissory note (as same may be amended, supplemented, restated or replaced from time to time, the “**Note**”). The Parties hereby agree that Schedule A shall, as the case may be, updated by the Obligor and Holder from time to time to reflect the balance of the Note Amount to reflect any adjustment pursuant to the Purchase Agreement and such update shall account for an amendment of this Note accordingly.

3. **Interest**

The Note Amount shall not bear interest.

4. **Payment**

Subject to the provisions set out in section 5 below, the Obligor hereby binds and obliges itself to pay the Note Amount in two equal installments of ten million dollars US (\$10,000,000) (each an “**Installment**”) each on the following dates:

- a) On the date that is forty-five days (the “**First Maturity Date**”) following the achievement of the First [\*\*\*] Milestone which achievement shall be no later than October 30<sup>th</sup>, 2020; and
- b) On the date that is forty-five days (the “**Second Maturity Date**”, collectively with the First Maturity Date, the “**Maturity Dates**”) following the achievement of the Second [\*\*\*] Milestone which achievement shall be no later than April 30<sup>th</sup>, 2021.

If an installment on this Note becomes due and payable on a day other than a Business Day, then the payment to be made on that date shall be made on the immediately following Business Day.

In addition, the Note Amount shall become due and payable upon the request of the Holder, if the Installment due on a Maturity Date is not paid within five (5) Business Days following written notice from Holder of failure to pay such Installment.

5. **Note Amount Adjustment**

In accordance with Section 2.05 of the Purchase Agreement:

- a) in the event that the First [\*\*\*] Milestone is not met on or before October 30<sup>th</sup>, 2020, then a negative adjustment is to be made to the Purchase Price in the amount of the First [\*\*\*] Milestone Payment, which amount shall be deducted from the aggregate amount of the Note Amount;
- b) in the event that the First [\*\*\*] Milestone is met between September 30<sup>th</sup>, 2020 and October 30<sup>th</sup>, 2020, then in accordance with paragraph 2.05(c) of the Purchase Agreement, a negative adjustment is to be made to the Purchase Price in an amount equal to one percent (1%) of the First [\*\*\*] Milestone Payment per day by which the First [\*\*\*] Milestone is delayed between September 30<sup>th</sup>, 2020 and October 30<sup>th</sup>, 2020, which amount shall be deducted from the aggregate amount of the Note Amount;
- c) in the event that the Second [\*\*\*] Milestone is not met on or before April 30<sup>th</sup>, 2021, then a negative adjustment is to be made to the Purchase Price in the amount of the Second [\*\*\*] Milestone Payment, which amount shall be deducted from the aggregate amount of the Note Amount; and

- d) in the event that the Second [\*\*\*] Milestone is met between March 31<sup>st</sup>, 2021 and April 30<sup>th</sup>, 2021, then in accordance with paragraph 2.05(c), a negative adjustment is to be made to the Purchase Price in an amount equal to one percent (1%) of the Second [\*\*\*] Milestone Payment per day by which the Second [\*\*\*] Milestone is delayed between March 31<sup>st</sup>, 2021 and April 30<sup>th</sup>, 2021, which amount shall be deducted from the aggregate amount of the Note Amount.
- e) The Parties hereby acknowledge and confirm that in the event that (i) the First [\*\*\*] Milestone is not met on or before October 30<sup>th</sup>, 2020, and (ii) the Second [\*\*\*] Milestone is not met on or before April 30<sup>th</sup>, 2021, then the Note Amount shall be equal to zero dollars (\$0) and this Note shall be deemed and cancelled as of May 1<sup>st</sup>, 2021.

6. **Purchase Agreement**

The payment of this Note is subject to the terms and conditions of the Purchase Agreement. This Note is only payable to the extent payable under the Purchase Agreement.

7. **Issue of a Replacement Upon Loss of the Note**

In case of damage or loss, destruction or theft of this Note, the Obligor shall issue, execute and deliver a new Note entirely consistent with the present Note, in exchange of and as substitution for this Note.

8. **Further Assurances**

Each of the Parties shall from time to time execute and deliver all such further documents and instruments and do all acts and things as another Party may, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Note.

9. **Assignment**

This Note shall bind, benefit, and be enforceable by and against the Obligor and the Holder and their respective successors and assigns. This Note is not negotiable and no Party shall in any manner assign any of its rights or obligations under this Note without the express prior written consent of the other Parties. The Obligor and the Holder acknowledge that the Obligor and GenePOC Canada Inc., a company governed by the laws of British Columbia and the subsidiary company of the Obligor, intend to amalgamate on or shortly after the date of this Note under the Business Corporations Act (British Columbia). Such amalgamation will not constitute an assignment for the purposes of this section and the company resulting from such amalgamation shall remain and become the Obligor.

10. **Governing Law**

This Note shall be governed by and construed and interpreted in accordance with the laws of the province of Québec and the federal laws of Canada applicable therein.

**MERIDIAN BIOSCIENCE CANADA INC.**

By: /s/ Jack Kenny  
**Jack Kenny, Director**

**GENEPOC INC.**

By: /s/ Patrice Allibert  
**Patrice Allibert, President**

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**SCHEDULE A  
NOTE AMOUNT**

<u>Date</u>	<u>Adjustment, as the case may be</u>	<u>Note Amount Balance</u>
First Maturity Date		US\$ 10,000,000
Second Maturity Date		US\$ 10,000,000



**For Immediate Release**

**MERIDIAN BIOSCIENCE ANNOUNCES  
CLOSING OF TRANSACTION TO ACQUIRE BUSINESS OF GENEPOC**

CINCINNATI, OHIO June 3, 2019 (GLOBE NEWSWIRE) Meridian Bioscience, Inc. (NASDAQ: VIVO), a provider of diagnostic testing solutions and life science raw materials, today announced it has completed its previously announced acquisition of the business of GenePOC Inc., a Quebec City, Quebec, Canada based provider of molecular diagnostic instruments and assays.

**About Meridian Bioscience, Inc.**

Meridian is a fully integrated life science company that develops, manufactures, markets and distributes a broad range of innovative diagnostic products. We are dedicated to developing and delivering better solutions that give answers with speed, accuracy and simplicity that are redefining the possibilities of life from discovery to diagnosis. Through discovery and development, we provide critical life science raw materials used in immunological and molecular tests for human, animal, plant, and environmental applications. Through diagnosis, we provide diagnostic solutions in areas including gastrointestinal and upper respiratory infections and blood lead level testing. We build relationships and provide solutions to hospitals, reference laboratories, research centers, veterinary testing centers, physician offices, diagnostics manufacturers, and biotech companies in more than 70 countries around the world.

Meridian's shares are traded on the NASDAQ Global Select Market, symbol VIVO. Meridian's website address is [www.meridianbioscience.com](http://www.meridianbioscience.com).

**Contact:**

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Chief Executive Officer  
Meridian Bioscience, Inc.  
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