

**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): August 24, 2017

**HASBRO, INC.**

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(Exact name of registrant as specified in its charter)

**Rhode Island**

(State or other jurisdiction  
of incorporation)

**1-6682**

(Commission File Number)

**05-0155090**

(IRS Employer  
Identification No.)

**1027 Newport Ave., Pawtucket,  
Rhode Island**

(Address of principal executive  
offices)

**02861**

(Zip Code)

**(401) 431-8697**

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(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:

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

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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 (sec. 230.405 of this chapter) or Rule 12b-2 of the Securities Act of 1934 (sec. 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 March 30, 2015, Hasbro, Inc. (the “Company”), and its subsidiary Hasbro SA (together the “Borrowers”), entered into a Second Amended and Restated Revolving Credit Agreement (the “Amended Agreement”) with: (i) Bank of America, N.A. (“Bank of America”), as Administrative Agent, Swing Line Lender, L/C Issuer and a Lender, and (ii) the other Lenders party thereto.

The Amended Agreement provided for a \$700 million revolving credit facility through March 30, 2020.

Section 2.16 of the Amended Agreement sets forth a procedure pursuant to which the Company can request that the Lenders under the Amended Agreement increase the committed facility available to the Company from \$700 million to \$1 billion in aggregate. Pursuant to Section 2.16 the Company has proposed to increase the aggregate size of the committed facility to \$1 billion. The Lenders party to the Increase Supplement, dated August 24, 2017 (the “Increase Supplement”), a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, were invited by the Company to participate, and agreed to participate, in the increase in the aggregate borrowing commitment to \$1 billion.

Effective as of August 24, 2017 the Amended Agreement now provides for a \$1 billion committed revolving credit facility through March 30, 2020. The current Lenders under the Amended Agreement, and their respective commitments, are set forth in the Increase Supplement filed with this report.

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**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

10.1 Increase Supplement, dated as of August 24, 2017, by and among Hasbro, Inc., Hasbro SA, Bank of America, N.A., and the other lenders party thereto.

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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.

HASBRO, INC.  
(Registrant)

By: /s/ Deborah Thomas  
Name: Deborah Thomas  
Title: Executive Vice President and Chief Financial Officer  
(Duly Authorized Officer and Principal Financial Officer)

Date: August 28, 2017

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**Hasbro, Inc.**  
**Current Report on Form 8-K**  
**Dated August 28, 2017**

**Exhibit Index**

**Exhibit No.**

**Exhibits**

- 10.1 Increase Supplement, dated as of August 24, 2017, by and among Hasbro, Inc., Hasbro SA, Bank of America, N.A., and the other lenders party thereto.
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**INCREASE SUPPLEMENT****HASBRO, INC.**

**INCREASE SUPPLEMENT**, dated as of August 24, 2017, to the Second Amended and Restated Revolving Credit Agreement, dated as of March 30, 2015 (as amended, restated, supplemented or otherwise modified in writing from time to time, the “Credit Agreement,” the terms defined therein being used herein as therein defined), among Hasbro, Inc., a Rhode Island corporation (the “Company”), Hasbro SA, a corporation organized under the laws of Switzerland and wholly owned subsidiary of the Company (the “Designated Borrower”, together with the Company, the “Borrowers”), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”), L/C Issuer and Swing Line Lender.

1. Pursuant to Section 2.16 of the Credit Agreement, the Company hereby proposes to increase (the “Increase”) the Aggregate Commitments from \$700,000,000 to \$1,000,000,000.

2. Each of the following Lenders (each, an “Increasing Lender”) has been invited by the Company, and has agreed, subject to the terms hereof, to increase its Commitment as follows:

<u>Name of Lender</u>	<u>Commitment (after giving effect hereto)</u>
Bank of America, N.A.	\$ 143,000,000
Citibank, N.A.	\$ 143,000,000
Citizens Bank, N.A.	\$ 143,000,000
SunTrust Bank	\$ 143,000,000
The Bank of Nova Scotia	\$ 92,750,000
The Bank of Tokyo-Mitsubishi UFJ, LTD.	\$ 92,750,000
Sumitomo Mitsui Banking Corporation	\$ 48,500,000
Banco Bilbao Vizcaya Argentaria, S.A. New York Branch	\$ 48,500,000
The Bank of New York Mellon	\$ 48,500,000
Australia and New Zealand Banking Group Limited	\$ 48,500,000
The Huntington National Bank	\$ 48,500,000
Total	\$1,000,000,000

3. Pursuant to Section 2.16 of the Credit Agreement, by execution and delivery of this Increase Supplement, together with the satisfaction of all of the requirements set forth in Section 2.16 (the date of such satisfaction being the Increase Effective Date), each of the Increasing Lenders shall have, on and as of the Increase Effective Date, a Commitment equal to

the amount set forth above next to its name. On and as of the Increase Effective Date, the Commitments and Applicable Percentages set forth on Schedule 2.01 of the Credit Agreement shall be updated and replaced with the Commitments and Applicable Percentages set forth on Schedule 2.01 attached hereto.

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**IN WITNESS WHEREOF**, the parties hereto have caused this **INCREASE SUPPLEMENT** to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**HASBRO, INC.**

By: /s/ Deborah Thomas

Name: Deborah Thomas

Title: Chief Financial Officer

**HASBRO, SA**

By: /s/ Nigel Hutton

Name: Nigel Hutton

Title: Director

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**BANK OF AMERICA, N.A.**, as Administrative Agent

By: /s/ Maurice E. Washington

Name: Maurice E. Washington

Title: Vice President

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**The Increasing Lenders:**

**BANK OF AMERICA, N.A.**

By: /s/ Nicholas Cheng

Name: Nicholas Cheng

Title: Director

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**CITIBANK, N.A.**

By: /s/ Carolyn Kee

Name: Carolyn Kee

Title: Vice President

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**CITIZENS BANK, N.A.**

By: /s/ Matthew Possanza

Name: Matthew Possanza

Title: Officer

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**SUNTRUST BANK**

By: /s/ Jason Crowley

Name: Jason Crowley

Title: Vice President

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**THE BANK OF NOVA SCOTIA**

By: /s/ Michael Grad

Name: Michael Grad

Title: Director

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**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.**

By: /s/ Maria Iarriccio

Name: Maria Iarriccio

Title: Director

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**SUMITOMO MITSUI BANKING CORPORATION**

By: /s/ Akira Fujiwara

Name: Akira Fujiwara

Title: Managing Director

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**BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH**

By: /s/ Brian Crowley

Name: Brian Crowley

Title: Managing Director

By: /s/ Cara Younger

Name: Cara Younger

Title: Director

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**THE BANK OF NEW YORK MELLON**

By: /s/ Thomas J. Tarasovich, Jr.

Name: Thomas J. Tarasovich, Jr.

Title: Vice President

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**AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**

By: /s/ Robert Grillo

Name: Robert Grillo

Title: Director

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**THE HUNTINGTON NATIONAL BANK**

By: /s/ Jared Shaner

Name: Jared Shaner

Title: Vice President

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**SCHEDULE 2.01**

**COMMITMENTS**  
**AND APPLICABLE PERCENTAGES**

<b>Lender</b>	<b>Commitment</b>	<b>Applicable Percentage</b>
Bank of America, N.A.	\$ 143,000,000	14.300%
Citibank, N.A.	\$ 143,000,000	14.300%
Citizens Bank, N.A.	\$ 143,000,000	14.300%
SunTrust Bank	\$ 143,000,000	14.300%
The Bank of Nova Scotia	\$ 92,750,000	9.275%
The Bank of Tokyo-Mitsubishi UFJ, LTD	\$ 92,750,000	9.275%
Sumitomo Mitsui Banking Corporation	\$ 48,500,000	4.850%
Banco Bilbao Vizcaya Argentaria, S.A. New York Branch	\$ 48,500,000	4.850%
The Bank of New York Mellon	\$ 48,500,000	4.850%
Australia and New Zealand Banking Group Limited	\$ 48,500,000	4.850%
The Huntington National Bank	<u>\$ 48,500,000</u>	<u>4.850%</u>
Total	\$1,000,000,000	100.00%

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