
**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): December 14, 2022

SYNOPSYS, INC.
(Exact name of Registrant as specified in charter)

Delaware
(State or other jurisdiction
of incorporation)

000-19807
(Commission
File Number)

56-1546236
(I.R.S. Employer
Identification No.)

690 East Middlefield Road
Mountain View, California 94043
(Address of principal executive offices)

Registrant's telephone number, including area code: (650) 584-5000

N/A
(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))

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 (par value of \$0.01 per share)	SNPS	Nasdaq Global Select Market

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 December 14, 2022, Synopsys, Inc. (“**Synopsys**”) entered into a Fifth Extension and Amendment Agreement (the “**Fifth Amendment**”), which amends and restates Synopsys’ previous credit agreement, dated as of January 22, 2021 (as amended and restated, the “**Credit Agreement**”).

The Fifth Amendment upsizes the existing senior unsecured revolving credit facility from \$650 million to \$850 million and extends the maturity date of such revolving credit facility from January 22, 2024 to December 14, 2027, which may be further extended at Synopsys’ option. The Credit Agreement also provides an uncommitted incremental revolving loan facility of up to \$150 million in the aggregate principal amount. As of the date hereof, there is no outstanding balance under the Credit Agreement.

The Credit Agreement contains a financial covenant requiring that Synopsys maintain a maximum Consolidated Leverage Ratio (as defined in the Credit Agreement, with levels set forth therein), as well as other non-financial covenants. Interest will accrue on the loans at a floating rate based on, at Synopsys’ election, (i) the Adjusted Term SOFR Rate (as defined in the Credit Agreement) plus an applicable margin or (ii) the greatest of (a) the NYFRB Rate (as defined in the Credit Agreement) plus 0.50%, (b) the one-month Adjusted Term SOFR Rate plus 1% and (c) the prime rate quoted by the Wall Street Journal (such greatest rate, the “**ABR**”). The applicable margin for Term SOFR Rate based loans ranges from 0.785% to 0.975%, based upon Synopsys’ Consolidated Leverage Ratio. The applicable margin for ABR based loans is 0.00%. In addition to the interest on any outstanding loans, Synopsys is also required to pay a facility fee on the entire portion of the revolving credit facility ranging from 0.09% to 0.15% based on Synopsys’ Consolidated Leverage Ratio on the daily amount of the revolving commitment.

The Credit Agreement contains customary events of default, including payment failures; failure to comply with covenants; failure to satisfy other obligations under the Credit Agreement or related documents; inaccurate representations and warranties; defaults in respect of other material indebtedness; bankruptcy, insolvency and inability to pay debts when due; material judgments; material ERISA defaults; and the invalidity of any guaranty agreement. If any event of default under the Credit Agreement occurs, the Administrative Agent (as defined in the Credit Agreement) or the other lenders under the Credit Agreement may terminate their respective commitments and declare immediately due all borrowings under the Credit Agreement.

The foregoing summary of the Credit Agreement is not complete and is qualified in its entirety by reference to the Credit Agreement (as attached as Exhibit A to the Fifth Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K).

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

The information included under Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit Number	Exhibit Title
10.1	<u>Fifth Extension and Amendment Agreement, dated December 14, 2022, among Synopsys as Borrower, the Lenders parties thereto and JPMorgan Chase Bank, N.A., as administrative agent for the lenders.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

SYNOPSIS, INC.

Dated: December 14, 2022

By: /s/ John F. Runkel, Jr.
John F. Runkel, Jr.
General Counsel and Corporate Secretary