
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): March 6, 2008

TREX COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-14649
(Commission File Number)

54-1910453
(IRS Employer
Identification No.)

**160 Exeter Drive
Winchester, Virginia**
(Address of principal executive offices)

22603-8605
(Zip Code)

Registrant's telephone number, including area code: (540) 542-6300

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 (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))
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Item 1.01 Entry into a Material Definitive Agreement

On March 6, 2008, Trex Company, Inc. (the "Company") entered into amendments, effective as of December 31, 2007, to (1) the Company's Credit Agreement, dated as of June 19, 2002, as amended, by and between the Company and Branch Banking and Trust Company (as previously amended, the "BB&T Agreement") and (2) the Company's Reimbursement and Credit Agreement, dated as of December 1, 2004, as amended, between the Company and JPMorgan Chase Bank, N.A., as Issuing Bank and Administrative Agent (as previously amended the "JPMorgan Agreement," and together with the BB&T Agreement, the "Agreements"). Among other things, the amendments amended the following financial covenants the Company is required to observe under the Agreements, so that:

- The Company's ratio of total consolidated debt to total consolidated capitalization (as defined for purposes of the Agreements) may not be greater than (a) 70% for the period commencing January 1, 2008 to and including March 31, 2008, (b) 62.5% for the period commencing April 1, 2008 to and including June 30, 2008, (c) 60% for the period commencing July 1, 2008 to and including September 30, 2008, (d) 65% for the period commencing October 1, 2008 to and including December 31, 2008, (e) 60% for the period commencing January 1, 2009 to and including March 31, 2009, and (c) thereafter (A) 50% for each period commencing April 1 of a calendar year to and including September 30 of such calendar year, and (B) 60% for each period commencing October 1 of a calendar year to and including March 31 of the immediately succeeding calendar year.
- The Company's fixed charge coverage ratio (as defined for purposes of the Agreements) may not be less than (a) 0.75 to 1 for the one-quarter period ending on March 31, 2008, (b) 0.85 to 1 for the two-quarter period ending on June 30, 2008, (c) 1.0 to 1 for the three-quarter period ending on September 30, 2008, (d) 0.60 to 1 for the four-quarter period ending on December 31, 2008, and (e) 1.40 to 1 for the four-quarter period ending on each fiscal quarter thereafter.
- The Company's consolidated tangible net worth (as defined for purposes of the Agreements) may not be less than the sum of (a) \$85,000,000, (b) 100% of the net proceeds of all stock issued after January 1, 2008, plus (c) 50% of consolidated net income after December 31, 2007 (taken as one accounting period), but excluding from such calculation of consolidated net income for purposes of (c) any quarter in which consolidated net income is negative.

The amendment to the JPMorgan Agreement modified the letter of credit facility fee to increase the fee to 150 basis points of the stated amount of the letter of credit.

The foregoing description of the amendments is qualified by reference to the text of the amendments, which are filed as Exhibits 10.1 and 10.2 to this report and incorporated in this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The Company herewith files the following exhibits to this report:

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Eleventh Amendment to Credit Agreement, dated as of December 31, 2007, by and between Trex Company, Inc. and Branch Banking and Trust Company.
10.2	Seventh Amendment to Reimbursement and Credit Agreement, dated as of December 31, 2007, between Trex Company, Inc. and JPMorgan Chase Bank, N.A., as Issuing Bank and Administrative Agent.

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.

TREX COMPANY, INC.

Date: March 7, 2008

/s/ Ronald W. Kaplan

Ronald W. Kaplan

President and Chief Executive Officer

Index to Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Eleventh Amendment to Credit Agreement, dated as of December 31, 2007, by and between Trex Company, Inc. and Branch Banking and Trust Company.
10.2	Seventh Amendment to Reimbursement and Credit Agreement, dated as of December 31, 2007, between Trex Company, Inc. and JPMorgan Chase Bank, N.A., as Issuing Bank and Administrative Agent.

ELEVENTH AMENDMENT TO CREDIT AGREEMENT

THIS ELEVENTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is dated and effective as of December 31, 2007, by and between **TREX COMPANY, INC.**, a Delaware corporation (sometimes hereinafter referred to herein as "Trex Inc."), and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina state banking corporation, successor by merger to Branch Banking and Trust Company of Virginia (hereinafter referred to herein as the "Bank").

Trex Inc., TREX Company, LLC, a Delaware limited liability company ("TREX LLC"), and the Bank are the original parties to that certain Credit Agreement dated as of June 19, 2002, as amended by a First Amendment to Credit Agreement dated as of August 29, 2003, as further amended by a Second Amendment to Credit Agreement dated as of September 30, 2004, as further amended by a Third Amendment to Credit Agreement dated as of March 31, 2005, as further amended by a Fourth Amendment to Credit Agreement dated as of July 25, 2005, as further amended by a Fifth Amendment to Credit Agreement dated as of December 31, 2005, as further amended by a Sixth Amendment to Credit Agreement dated as of November 9, 2006, as further amended by a Seventh Amendment to Credit Agreement dated as of December 31, 2006, as further amended by an Eighth Amendment to Credit Agreement dated as of March 16, 2007, as further amended by a Ninth Amendment to Credit Agreement dated as of June 12, 2007 and effective as of June 18, 2007, as further amended by a Tenth Amendment to Credit Agreement dated as of December 21, 2007 (as so amended and as it may hereafter be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Subject to the terms and conditions contained in the Credit Agreement, the Bank agreed to extend to Trex Inc. and TREX LLC (i) a revolving credit facility, with a letter of credit subfacility, in the aggregate amount of \$70,000,000 for working capital financing of Trex Inc.'s and TREX LLC's accounts receivable and inventory, to purchase new equipment and/or for other general corporate purposes of Trex Inc. and TREX LLC, (ii) a term loan facility in the amount of \$9,570,079.88 to refinance the Winchester Property (as defined in the Credit Agreement), and (iii) a term loan facility in the amount of \$3,029,920.12 to finance existing improvements to the Winchester Property. Effective December 31, 2002, TREX LLC merged with and into Trex Inc., with Trex Inc. being the surviving entity. As a result of such merger, Trex Inc. is the sole borrower under the Credit Agreement and shall hereinafter sometimes be referred to in this Amendment as the "Borrower."

The Borrower has requested that the Bank modify certain financial covenants contained in the Credit Agreement, and the Bank is willing to do so upon the terms and conditions contained herein.

Accordingly, the Borrower and the Bank hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

2. Section 6.01(c) of the Credit Agreement is hereby deleted in its entirety and the following Section is substituted in its place:

(c) Periodic Financial Statements and Borrowing Base Certificates. As soon as available and in any event within 15 Business Days after the end of each month: (A) a Borrowing Base Certificate and (B) a financial report of accounts receivable (including an aging of accounts receivable in an initial increment of 30 days, a second increment of 31-45 days, a third increment of 46-60 days and in 30-day increments thereafter), inventory and production. For each calendar month ending during the period commencing on January 1, 2008 to and including December 31, 2008, as soon as available and in any event within 30 calendar days after the end of each month, an internally prepared consolidated and, with respect to Material Subsidiaries, consolidating balance sheet of the Borrower and its Consolidated Subsidiaries and the related consolidated and, with respect to Material Subsidiaries, consolidating statements of income and cash flows of the Borrower and its Consolidated Subsidiaries for such month all in reasonable detail and satisfactory in form to the Bank and all certified (subject to normal year-end audit adjustments) as to fairness of presentation, GAAP and consistency by the chief financial officer or chief accounting officer of the Borrower. As soon as available and in any event within 15 Business Days after the end of the first two months of each fiscal quarter commencing with the first two months of the fiscal quarter ending March 31, 2009, an internally prepared consolidated and, with respect to Material Subsidiaries, consolidating balance sheet of the Borrower and its Consolidated Subsidiaries and the related consolidated and, with respect to Material Subsidiaries, consolidating statements of income and cash flows of the Borrower and its Consolidated Subsidiaries for such month all in reasonable detail and satisfactory in form to the Bank and all certified (subject to normal year-end audit adjustments) as to fairness of presentation, GAAP and consistency by the chief financial officer or chief accounting officer of the Borrower.

3. Section 6.10 of the Credit Agreement is hereby deleted in its entirety and the following Section is substituted in its place:

Section 6.10 Total Consolidated Debt to Total Consolidated Capitalization Ratio. The Borrower will not, as of the end of any fiscal quarter, permit the ratio of Total Consolidated Debt to Total Consolidated Capitalization (the "Total Consolidated Debt to Total Consolidated Capitalization Ratio"), as a percentage, to exceed the following amounts for the following periods: (i) 70% for the period commencing on the January 1, 2008 to and including March 31, 2008, (ii) 62.5% for the period commencing on April 1, 2008 to and including June 30, 2008, (iii) 60% for the period commencing on July 1, 2008 to and including September 30, 2008, (iv) 65% for the period commencing on October 1, 2008 to and including December 31, 2008, (v) 60% for the period commencing on January 1, 2009 to and including March 31, 2009 and (vi) thereafter (A) 50% for

each period commencing on April 1 of a calendar year to and including September 30 of such calendar year and (B) 60% for each period commencing on October 1 of a calendar year to and including March 31 of the immediately succeeding calendar year.

4. Section 6.12 of the Credit Agreement is hereby deleted in its entirety and the following Section is substituted in its place:

Section 6.12. Fixed Charge Coverage Ratio. The Borrower will not, as of the end of any fiscal quarter, permit the Fixed Charge Coverage Ratio to be less than the following amounts for the following periods: (i) 0.75 to 1 for the one-quarter period ending on March 31, 2008, (ii) 0.85 to 1 for the two-quarter period ending on June 30, 2008, (iii) 1.0 to 1 for the three-quarter period ending on September 30, 2008, (iv) 0.60 to 1 for the four-quarter period ending on December 31, 2008 and (v) 1.4 to 1 for the four-quarter period ending on each fiscal quarter thereafter.

5. Section 6.13 of the Credit Agreement is hereby deleted in its entirety and the following Section is substituted in its place:

Section 6.13. Minimum Tangible Net Worth. The Borrower will at all times maintain Consolidated Tangible Net Worth at not less than the sum of (i) \$85,000,000, (ii) 100% of the Net Proceeds of all stock issued after January 1, 2008, plus (iii) fifty percent (50%) of Consolidated Net Income after December 31, 2007 (taken as one accounting period), but excluding from such calculation of Consolidated Net Income for purposes of this clause (iii) any quarter in which Consolidated Net Income is negative.

6. Section 6.15(b)(ii)(D) of the Credit Agreement is hereby deleted in its entirety and the following Section is substituted in its place:

(D) (1) the Total Consolidated Debt to Total Consolidated Capitalization Ratio both immediately prior to such proposed Acquisition and immediately after and giving effect to such proposed Acquisition shall be at least three percentage points lower than the maximum Total Consolidated Debt to Total Consolidated Capitalization Ratio required by Section 6.10 on the date of such proposed Acquisition (e.g., if the proposed Acquisition occurs during the period commencing on January 1, 2009 to and including March 31, 2009, the Total Consolidated Debt to Total Consolidated Capitalization Ratio both immediately prior to such proposed Acquisition and immediately after and giving effect to such proposed Acquisition shall not exceed 57%) and (2) the Pro Forma Total Consolidated Senior Debt to Consolidated EBITDA Ratio shall be at least 0.5 lower than the maximum ratio of the Total Consolidated Senior Debt to Consolidated EBITDA required by Section 6.11 on the date of the proposed Acquisition (e.g., if the proposed Acquisition occurs during the period commencing on January 1, 2009 to and including March 31, 2009, the Pro Forma Total Consolidated Senior Debt to Consolidated EBITDA Ratio shall not exceed 2.5 to 1);

7. The Bank hereby waives the Borrower's compliance with (i) the Total Consolidated Debt to Total Consolidated Capitalization Ratio covenant described in Section 6.10 of the Credit Agreement for the fiscal quarter ending on December 31, 2007; (ii) the Total Consolidated Senior Debt to Consolidated EBITDA Ratio covenant described in Section 6.11 of the Credit Agreement for the fiscal quarters ending on December 31, 2007, March 31, 2008, June 30, 2008, September 30, 2008 and December 31, 2008; (iii) the Fixed Charge Coverage Ratio covenant described in Section 6.12 of the Credit Agreement for the fiscal quarter ending on December 31, 2007; and (iv) the Minimum Tangible Net Worth covenant described in Section 6.13 of the Credit Agreement for the fiscal quarter ending on December 31, 2007.

8. The Borrower hereby represents and warrants to the Bank (which representations and warranties shall survive the execution and delivery of this Amendment) that:

(a) It is in compliance with all of the terms, covenants and conditions of the Credit Agreement, as amended by this Amendment, and each of the other Loan Documents.

(b) There exists no Default or Event of Default under the Credit Agreement, as amended by this Amendment, and no event has occurred or condition exists which, with the giving of notice or lapse of time, or both, would constitute such a Default or Event of Default.

(c) The representations and warranties contained in Article V of the Credit Agreement are, except to the extent that they relate solely to an earlier date or except to the extent that they relate solely to TREX LLC, true in all material respects with the same effect as though such representations and warranties had been made on the date of this Amendment.

(d) The execution, delivery and performance by the Borrower of this Amendment are within its corporate powers, have been duly authorized by all necessary corporate action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene or constitute (with or without the giving of notice or lapse of time or both) a default under any provision of applicable law or of the organizational documents of the Borrower or any Subsidiary or of any agreement, judgment, injunction, order, decree or other instrument binding upon or affecting the Borrower or any Subsidiary or result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries other than a Lien in favor of the Bank as provided in the Security Agreement.

(e) This Amendment constitutes the valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by equitable principles of general applicability (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(f) Except as set forth on Schedule 5.05 to the Credit Agreement, there is no material action, suit, proceeding or investigation pending against, or to the knowledge of the Borrower threatened against, contemplated or affecting, the Borrower or any of its Subsidiaries before any court, arbitrator or governmental body, agency or official which has, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or which in any manner draws into question the validity or enforceability of this Amendment or any of the other Loan Documents, and there is no basis known to the Borrower or any of its Subsidiaries for any such action, suit, proceeding or investigation.

9. The Bank's agreement to enter into this Amendment is subject to the following conditions precedent:

(a) The Borrower shall have executed and delivered to the Bank this Amendment.

(b) The Borrower, JPMorgan Chase Bank, N.A., as issuing bank (the "Issuing Bank"), and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), shall have executed and delivered an amendment to the Chase Credit Agreement in form and substance acceptable to the Bank.

(c) The Bank shall have received a favorable opinion of counsel to the Borrower addressed to the Bank, dated as of the date hereof and satisfactory in form and substance to the Bank, as to the due authorization, execution, delivery and enforceability of this Amendment and such other matters as the Bank shall reasonably request.

(d) The Borrower shall have executed and delivered, or caused to be executed and delivered, to the Bank such other and further documents, certificates, opinions and other papers as the Bank shall reasonably request; and the Borrower shall have paid all fees due to the Bank.

10. Except as expressly amended hereby, the terms of the Credit Agreement shall remain in full force and effect in all respects, and the Borrower hereby reaffirms its obligations under the Credit Agreement, as amended by this Amendment, and each of the other Loan Documents. The Borrower hereby waives any claim, cause of action, defense, counterclaim, setoff or recoupment of any kind or nature that it may assert against the Bank arising from or in connection with the Credit Agreement, as amended by this Amendment, any of the Loan Documents, or the transactions contemplated thereby or hereby that exist on the date hereof or arise from facts or actions occurring prior hereto or on the date hereof. Nothing contained in this Amendment shall be construed to constitute a novation with respect to the obligations described in the Credit Agreement.

11. All references to the Credit Agreement in any of the Loan Documents, or any other documents or instruments that refer to the Credit Agreement, shall be deemed to be references to the Credit Agreement as amended by this Amendment.

12. This Amendment shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia.

13. Any Dispute arising out of or related to this Amendment or any of the other Loan Documents shall be resolved by binding arbitration as provided in Section 9.07 of the Credit Agreement. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE.**

14. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

15. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Borrower shall not have the right to assign any of its rights or obligations under or delegate any of its duties under the Credit Agreement, as amended by this Amendment, or any of the other Loan Documents.

16. The Borrower hereby agrees that it will pay on demand all out-of-pocket expenses incurred by the Bank in connection with the preparation of this Amendment and all other related documents, including but not limited to the fees and disbursements of counsel for the Bank.

17. This Amendment represents the final agreement between the Borrower and the Bank with respect to the subject matter hereof, and may not be contradicted, modified or supplemented in any way by evidence of any prior or contemporaneous written or oral agreements of the Borrower and the Bank.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrower and the Bank have caused this Amendment to be executed by their duly authorized officers under seal as of the date first written above.

TREX COMPANY, INC.

By: /s/ William R. Gupp _____ (SEAL)
Name: William R. Gupp
Title: General Counsel

BRANCH BANKING AND TRUST COMPANY

By: /s/ David A. Chandler _____ (SEAL)
Name: David A. Chandler
Title: Senior Vice President

SEVENTH AMENDMENT TO REIMBURSEMENT AND CREDIT AGREEMENT

dated and effective as of December 31, 2007

By and Between

Trex Company, Inc.

and

JPMorgan Chase Bank, N.A., as Issuing Bank and Administrative Agent

in connection with the Letter of Credit
securing

\$25,000,000

Mississippi Business Finance Corporation
Variable Rate Demand Environmental Improvement Revenue Bonds
(Trex Company, Inc. Project), Series 2004

TABLE OF CONTENTS

This Table of Contents is not a part of this Seventh Amendment to Reimbursement and Credit Agreement and is only for convenience of reference.

	<u>Page</u>
Section 1. <u>Definitions; Rules of Interpretation</u>	<u>1</u>
1.1 <u>Definitions</u>	1
1.2 <u>Rules of Interpretation</u>	1
Section 2. <u>Amendment of Amended Agreement</u>	<u>2</u>
2.1 <u>Amendment of Section 1.01 of Amended Agreement</u>	2
2.2 <u>Amendment of Section 2.02(a) of Amended Agreement</u>	2
2.3 <u>Amendment of Section 6.11 of Amended Agreement</u>	3
2.4 <u>Amendment of Section 6.12 of Amended Agreement</u>	3
2.5 <u>Amendment of Section 6.13 of Amended Agreement</u>	3
2.6 <u>Amendment of Section 7.03(b)(ii)(D) of Amended Agreement</u>	3
Section 3. <u>Representations of the Parties</u>	<u>4</u>
3.1 <u>Due Organization</u>	4
3.2 <u>Due Authorization</u>	4
3.3 <u>No Conflict</u>	4
3.4 <u>Further Assurances</u>	4
Section 4. <u>Special Representations of the Borrower</u>	<u>4</u>
4.1 <u>Prior Representations and Warranties</u>	4
4.2 <u>No Default</u>	5
4.3 <u>Full Force and Effect</u>	5
4.4 <u>BBT Agreement Amendment</u>	5
4.5 <u>BBT Agreement Amendment</u>	5
Section 5. <u>More Favorable Covenants</u>	<u>5</u>
Section 6. <u>Miscellaneous</u>	<u>5</u>
6.1 <u>Governing Law</u>	5
6.2 <u>Execution in Counterparts</u>	5
6.3 <u>Costs and Expenses</u>	5
6.4 <u>Modification Fee</u>	6

SEVENTH AMENDMENT TO REIMBURSEMENT AND CREDIT AGREEMENT

THIS SEVENTH AMENDMENT TO REIMBURSEMENT AND CREDIT AGREEMENT (this "Seventh Amendment"), dated and effective as of December 31, 2007 (the "**Seventh Amendment Effective Date**"), between TREX COMPANY, INC., a Delaware corporation (the "**Borrower**") and JPMorgan Chase Bank, N.A., as Issuing Bank (in such capacity the "**Bank**") and Administrative Agent (in such capacity the "**Administrative Agent**").

BASIS FOR THIS SEVENTH AMENDMENT

1. This Seventh Amendment is authorized by Section 11.03 of the Reimbursement and Credit Agreement dated as of December 1, 2004, among the Borrower, the Bank and the Administrative Agent (the "Original Agreement"). The terms, conditions and provisions of the Original Agreement, as amended by the First Amendment to Reimbursement and Credit Agreement dated July 25, 2005, among the Borrower, the Bank and the Administrative Agent (the "First Amendment"), the Second Amendment to Reimbursement and Credit Agreement dated as of and effective December 31, 2005 (the "Second Amendment"), the Third Amendment to Reimbursement and Credit Agreement dated as of and effective November 21, 2006 (the "Third Amendment"), the Fourth Amendment to Reimbursement and Credit Agreement dated as of and effective December 31, 2006 (the "Fourth Amendment"), the Fifth Amendment to Reimbursement and Credit Agreement dated as of June 12, 2007 and effective as of June 18, 2007 (the "Fifth Amendment") and the Sixth Amendment to Reimbursement and Credit Agreement dated and effective as of December 21, 2007 (the "Sixth Amendment" and together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, the "Amended Agreement") are incorporated into this Seventh Amendment by reference to the same extent and with the same force and effect as if fully stated in this Seventh Amendment.

2. The Borrower, the Bank and the Administrative Agent have agreed to further amendments to (a) Section 6.11 of the Original Agreement in order to provide a new Fixed Charge Coverage Ratio, (b) Section 6.12(a) of the Original Agreement in order to provide a new ratio of Funded Net Debt to Total Consolidated Capitalization and (c) Section 6.13 of the Original Agreement in order to provide new requirements for Consolidated Tangible Net Worth. The Bank and the Administrative Agent have also agreed to certain other consents and agreements as herein provided.

3. In consideration of the premises and of the mutual covenants herein contained, and for good and valuable consideration, the Bank, the Administrative Agent and the Borrower do mutually covenant and agree, as follows:

Section 1. Definitions; Rules of Interpretation.

1.1 Definitions. For purposes of this Seventh Amendment, all capitalized words and phrases not defined in this Seventh Amendment shall have the meanings given to them in Section 1.01 of the Original Agreement.

1.2 Rules of Interpretation. For all purposes of the Agreement the following shall govern, except as otherwise expressly provided for or unless the context otherwise requires:

- (i) The "Agreement" shall mean the Amended Agreement as modified, altered, amended or supplemented by this Seventh Amendment and as it may from time to time be further modified, altered, amended or supplemented.

(ii) All references in this Seventh Amendment to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the Amended Agreement unless otherwise indicated.

(iii) Terms defined in this Seventh Amendment shall have the meanings prescribed for them where defined herein.

(iv) All accounting terms not otherwise defined in this Seventh Amendment shall have the meanings assigned to them in accordance with the Amended Agreement.

(v) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(vi) Terms in the singular include the plural and vice versa.

(vii) The headings and the table of contents set forth in this Seventh Amendment are solely for convenience of reference and shall not constitute a part of this Seventh Amendment nor shall they affect its meaning, construction or effect.

Section 2. Amendment of Amended Agreement.

2.1 Amendment of Section 1.01 of the Amended Agreement.

(a) Section 1.01 of the Amended Agreement is hereby amended by inserting the following defined terms in the correct alphabetical order to read as follows:

"Seventh Amendment Effective Date" means December 31, 2007.

(b) The following definitions contained in Section 1.01 of the Amended Agreement are hereby amended in their entirety to read as follows:

"BBT Agreement" means the Credit Agreement dated as of June 1, 2002 by and among the Borrower and Branch Banking and Trust Company (f/k/a Branch Banking and Trust Company of Virginia), as amended through the date of this Seventh Amendment.

2.2 Amendment of Section 2.02(a) of the Amended Agreement. Section 2.02(a) of the Amended Agreement is hereby further amended to read in its entirety as follows:

"(a) The Borrower hereby agrees to pay to the Bank, in advance, on each Fee Payment Date beginning on January 1, 2008 until the expiration or termination of the Letter of Credit, a nonrefundable facility fee in an amount equal to 150

basis points calculated based on the Stated Amount as of the Fee Payment Date and based on a 360 day year but charged on the actual number of days elapsed.”

2.3 Amendment of Section 6.11 of Amended Agreement. Section 6.11 of the Amended Amendment is hereby further amended to read in its entirety as follows:

“The Borrower will not, as of the end of any fiscal quarter, permit the Fixed Charge Coverage Ratio to be less the following amounts for the following periods: (a) 0.75 to 1.00 for the one-quarter period ending on March 31, 2008, (b) 0.85 to 1.00 for the two-quarter period ending on June 30, 2008, (c) 1.00 to 1.00 for the three-quarter period ending on September 30, 2008, (d) 0.60 to 1.00 for the four-quarter period ending on December 31, 2008 and (e) 1.40 to 1.00 for the four-quarter period ending on each fiscal quarter thereafter.”

2.4 Amendment of Section 6.12 of Amended Agreement. Section 6.12(a) of the Amended Agreement is hereby further amended to read in its entirety as follows:

“(a) The Borrower will not, as of the end of any fiscal quarter, permit the ratio of Funded Net Debt to Total Consolidated Capitalization, as a percentage, to exceed the following amounts for the following periods: (i) 70% for the period commencing on January 1, 2008 to and including March 31, 2008, (ii) 62.5% for the period commencing on April 1, 2008 to and including June 30, 2008, (iii) 60% for the period commencing on July 1, 2008 to and including September 30, 2008, (iv) 65% for the period commencing on October 1, 2008 to and including December 31, 2008, (v) 60% for the period commencing on January 1, 2009 to and including March 31, 2009, and (vi) thereafter (A) 50% for each period commencing on April 1 of a calendar year to and including September 30 of such calendar year and (B) 60% for each period commencing on October 1 of a calendar year to and including March 31 of the immediately succeeding calendar year.”

2.5 Amendment of Section 6.13 of Amended Agreement. Section 6.13 of the Amended Agreement is hereby amended to read in its entirety as follows:

“The Borrower will at all times maintain Consolidated Tangible Net Worth at not less than the sum of (a) \$85,000,000, (b) 100% of the net proceeds of all stock issued after January 1, 2008, plus (c) 50% of Consolidated Net Income after December 31, 2007 (taken as one accounting period), but excluding from such calculation of Consolidated Net Income for purposes of this clause (c) any quarter in which Consolidated Net Income is negative.”

2.6 Amendment of Section 7.03(b)(ii)(D) of Amended Agreement. Section 7.03(b)(ii)(D) of the Amended Agreement is hereby amended to read in its entirety as follows:

“(D) (1) the ratio referred to in Section 6.12(a) both immediately prior to such proposed Acquisition and immediately after and giving effect to such proposed Acquisition shall be at least three percentage points lower than the

maximum ratio required by Section 6.12(a) on the date of such proposed Acquisition (e.g., if the proposed Acquisition occurs during the period commencing on January 1, 2009 to and including March 31, 2009, the Funded Net Debt to Total Consolidated Capitalization ratio both immediately prior to such proposed Acquisition and immediately after and giving effect to such proposed Acquisition shall not exceed 57%) and (2) the Pro Forma Total Consolidated Debt to Consolidated EBITDA Ratio shall be at least 0.5 lower than the maximum ratio required by Section 6.12(b) on the date of the proposed Acquisition (e.g., if the proposed Acquisition occurs during the period commencing on January 1, 2009 to and including March 31, 2009, the Pro Forma Total Consolidated Debt to Consolidated EBITDA Ratio shall not exceed 2.5 to 1.0);”

Section 3. Representations of the Parties. Each of the parties hereto hereby represents and warrants to the other parties as follows:

3.1 Due Organization. Each party is an organization duly organized, validly existing under the law of the state of its formation and in good standing in all jurisdictions required for it to conduct its business as now conducted and has full power and authority to carry on its business as now conducted.

3.2 Due Authorization. Each party has full power and authority to execute, deliver and perform this Seventh Amendment and to carry out the transactions contemplated hereby. This Seventh Amendment has been duly and validly executed and delivered by each party and constitutes the valid and binding obligation of each party, enforceable in accordance with its terms, except to the extent that enforceability may be limited by laws affecting creditors’ rights and debtors’ obligations generally, and legal limitations relating to remedies of specific performance and injunctive and other forms of equitable relief.

3.3 No Conflict. The execution, delivery and performance of this Seventh Amendment (as well as any other instruments, agreements, certificates or other documents contemplated hereby, if any) do not (a) violate any laws, rules, regulations, court orders or orders of any governmental or regulatory body applicable to the parties or their respective property, (b) require any consent, approval or authorization of, or notice to, or declaration, filing or registration with any governmental body or other entity that has not been obtained or made or (c) violate or conflict with any provision of the organizational document, operating agreement or bylaws of such party.

3.4 Further Assurances. Each party hereto, at the reasonable request of any other party hereto, will execute and deliver such other documents and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

Section 4. Special Representations of the Borrower The Borrower hereby represents and warrants to the other parties as follows:

4.1. Prior Representations and Warranties The representations and warranties of the Borrower in the Amended Agreement are, except to the extent that they relate solely to an earlier date, true and correct in all material respects as of the date hereof.

4.2. No Default After giving effect to the provisions of this Seventh Amendment, there is no Default or Event of Default under the Amended Agreement.

4.3. Full Force and Effect All provisions of Amended Agreement continue in full force and effect with respect to the Borrower.

4.4. BBT Agreement Amendment The BBT Agreement was amended to contain provisions similar to those contained in Section 2.2 through 2.5 hereof on or prior to the Seventh Amendment Effective Date.

4.5. BBT Agreement Waiver The BBT Agreement contained a waiver by BBT similar to that contained in Section 7 hereof on or prior to the Seventh Amendment Effective Date.

Section 5. More Favorable Covenants. If, after the date hereof, any of the covenants, representations and warranties or events of default, or any other material term or provision, contained in the BBT Agreement is amended, restated, supplemented or otherwise modified to make such covenant, representation and warranty or event of default, or any other material term or provision more favorable, in the sole but reasonable opinion of the Administrative Agent, to the lender or lenders under the BBT Agreement than are the terms of the Amended Agreement as amended by this Seventh Amendment to the Bank and the Bank Participants, then the Amended Agreement as amended by this Seventh Amendment shall be amended to contain each such more favorable covenant, representation and warranty, event of default, term or provision, and the Borrower hereby agrees to so amend the Amended Agreement as amended by this Seventh Amendment and to execute and deliver all such documents requested by the Administrative Agent to reflect such amendment. Prior to the execution and delivery of such documents by the Borrower, unless the Administrative Agent has waived in writing its rights under this Section 5, the Amended Agreement as amended by this Seventh Amendment shall be deemed to contain each such more favorable covenant, representation and warranty, event of default, term or provision of the BBT Agreement for purposes of determining the rights and obligations hereunder.

Section 6. Miscellaneous.

6.1 Governing Law. The substantive laws of the State shall govern the construction and enforcement of this Seventh Amendment without giving effect to the application of choice of law principles.

6.2 Execution in Counterparts. This Seventh Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.3 Costs and Expenses. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Bank in connection with the preparation, execution and delivery of this Seventh Amendment and any other documents which may be delivered in connection herewith, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Bank and the Administrative Agent with respect thereto.

6.4 Modification Fee. The Borrower shall have paid to the Bank in immediately available funds a modification fee in the amount of \$25,000, which fee shall be deemed fully earned and non-refundable once paid.

Section 7. Waiver. The Administrative Agent and the Bank hereby waive the Borrower's compliance with (a) the Funded Net Debt to Total Consolidated Capitalization ratio covenant described in Section 6.12(a) of the Amended Agreement for the fiscal quarter ending on December 31, 2007; (b) the Funded Net Senior Debt to Consolidated EBITDA Ratio covenant described in Section 6.12(b) of the Amended Agreement for the fiscal quarters ending on December 31, 2007, March 31, 2008, June 30, 2008, September 30, 2008 and December 31, 2008; (c) the Fixed Charge Coverage Ratio covenant described in Section 6.11 of the Amended Agreement for the fiscal quarter ending on December 31, 2007; and (d) the Consolidated Tangible Net Worth covenant described in Section 6.13 of the Amended Agreement for the fiscal quarter ending on December 31, 2007.

Section 8. Effective Date. This Seventh Amendment shall become effective as of the Seventh Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

TREX COMPANY, INC.

By: /s/ William R. Gupp
William R. Gupp
Vice President and General Counsel

JPMORGAN CHASE BANK, N.A., as
Bank and Administrative Agent

By: /s/ Robert Kuhn
Robert Kuhn
Managing Director