

**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 17, 2013

TREX COMPANY, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-14649
(Commission
File Number)

54-1910453
(I.R.S. Employer
Identification Number)

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

22603-8605
(Zip Code)

(540) 542-6300
(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 (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 December 17, 2013, Trex Company, Inc. (the “Company”), as borrower; Branch Banking and Trust Company, (“BB&T”), as Administrative Agent and as a Lender; and Wells Fargo Capital Finance, LLC, as a Lender; entered into a Second Amendment (“Second Amendment”) to their Amended and Restated Credit Agreement dated as of January 6, 2012, as amended by a First Amendment dated February 26, 2013 (the “Credit Agreement”).

Pursuant to the Second Amendment, the Credit Agreement was amended to increase the maximum amount of the revolving loans from \$100,000,000 to \$125,000,000 during the period from January 1, 2014 through and including June 30, 2014. No other material changes were made to the terms of the Credit Agreement.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Amendment dated December 17, 2013 to Amended and Restated Credit Agreement dated as of January 6, 2012, as amended by a First Amendment dated February 26, 2013, between the Company and Branch Banking and Trust Company, as a Lender and Administrative Agent, and Wells Fargo Capital Finance, LLC as a Lender. FILED HERewith

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is dated as of December 17, 2013, among TREX COMPANY, INC., a Delaware corporation (the "Borrower"); the lenders party hereto (each, a "Lender" and, collectively, the "Lenders"); and BRANCH BANKING AND TRUST COMPANY, as Administrative Agent (in such capacity, the "Administrative Agent").

The Borrower, the Lenders and the Administrative Agent are parties to an Amended and Restated Credit Agreement dated as of January 6, 2012, as amended by a First Amendment to Amended and Restated Credit Agreement dated as of February 26, 2013 (as so amended, the "Credit Agreement"), and they now desire to amend certain provisions of the Credit Agreement as provided herein.

The Borrower has requested that the Lenders temporarily increase the aggregate Revolver Commitments (as defined in the Credit Agreement) from \$100,000,000 to \$125,000,000 for the period from January 1, 2014 through and including June 30, 2014, and the Lenders have agreed to such temporary increase on the terms and subject to the conditions set forth in this Amendment.

Accordingly, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Lenders and the Administrative Agent hereby agree as follows:

1. Capitalized Terms; Effective Date. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement, as amended by this Amendment. Except as expressly provided to the contrary herein, all amendments to the Credit Agreement set forth herein shall be effective as of the date of this Amendment.

2. Credit Agreement Amendments. The following provisions of the Credit Agreement are amended as follows:

2.1. Revolver Commitment. The definition of "Revolver Commitment" set forth in Section 1.01 of the Credit Agreement is amended and restated in its entirety to read as follows:

"Revolver Commitment" means, with respect to each Lender, (i) the applicable amount set forth opposite the name of such Lender on the signature pages to the Second Amendment, or (ii) as to any Lender which enters into an Assignment and Assumption (whether as transferor Lender or as assignee thereunder), the amount of such Lender's Revolver Commitment after giving effect to such Assignment and Assumption, in each case as such amount may be reduced from time to time pursuant to Sections 2.08 and 2.09, and as such amount may be increased pursuant to Section 2.14.

2.2. New Definitions. A new definitions of "Second Amendment" is added to Section 1.01 of the Credit Agreement to read as follows:

"Second Amendment" means the Second Amendment to Amended and Restated Credit Agreement dated as of December 17, 2013, among the Borrower, the Lenders and the Administrative Agent, which amends certain provisions of this Agreement.

2.3. Financial Covenants. Section 5.05(d) of the Credit Agreement is amended to read as follows:

(d) Excess Availability Percentage. The Borrower will not permit the Excess Availability Percentage to be less than 10% at any time through and including June 30, 2014.

2.4. Revolver Commitments. Each Lender's Revolver Commitment shall be as set forth on its signature page hereto.

3. Representations. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

3.1. The Borrower is in compliance with all of the terms, covenants and conditions of the Credit Agreement, as amended by this Amendment, and all of the terms, covenants and conditions of each of the other Loan Documents.

3.2. There exists no Default or Event of Default.

3.3. The representations and warranties contained in Article IV of the Credit Agreement are, except to the extent that they relate solely to an earlier date, true with the same effect as though such representations and warranties had been made on the date hereof.

3.4. The Borrower has full corporate or other organizational power and authority to execute, deliver and perform its obligations under this Amendment and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary corporate action. No consent or approval of the stockholders of the Borrower which has not been obtained and no consent or approval of, notice to or filing with, any public authority which has not been obtained or made is required as a condition to the validity of this Amendment.

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

3.6. There are no actions, suits, proceedings or investigations pending or, so far as the officers of the Borrower know, threatened before any court or administrative agency that, in the opinion of the officers of the Borrower, will materially adversely affect (i) the financial

condition or operations of the Borrower, or (ii) the ability of the Borrower to execute or deliver this Amendment, or to carry out the terms of the Credit Agreement, as amended by this Amendment.

3.7. There is no charter, by-law, or other organizational document provision of the Borrower and no provision of any existing mortgage, lease, indenture, contract, or agreement binding on the Borrower or affecting its property that would conflict with or in any way prevent the execution or delivery of this Amendment, or the carrying out of the terms of the Credit Agreement, as amended by this Amendment.

4. No Other Amendments; Reaffirmation; Waiver and Release; No Novation. 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 under each of the other Loan Documents. The Borrower, for itself and for its successors and assigns, hereby waives and releases the Administrative Agent, the Lenders and their respective successors and assigns, from any claim, cause of action, defense, counterclaim, set-off or recoupment of any kind or nature known to the Borrower that it may now or hereafter assert against the Administrative Agent or any Lender arising from or in connection with the Credit Agreement, as amended by this Amendment, or the transactions contemplated hereby that exist on the date hereof or arise from facts or actions occurring prior hereto or on the date hereof. For purposes of the preceding sentence, the terms "Agent" and "Lender" shall include the Administrative Agent's and each Lender's former, present and future officers, directors, employees, agents and attorneys. Nothing contained in this Amendment shall be construed to constitute a novation with respect to the indebtedness described in the Credit Agreement.

5. Conditions. The effectiveness of this Amendment is subject to the following conditions precedent:

5.1. Amendment. The Borrower and the Lenders shall have executed and delivered to the Administrative Agent a counterpart of this Amendment.

5.2. Extension Fees; Other Expenses. The Borrower shall have paid (or shall have made arrangements satisfactory to the Administrative Agent for the payment) the extension fees described in the fee letter dated of even date herewith between the Administrative Agent and the Borrower (the "Second Amendment Fee Letter"). The Borrower also shall have paid (or shall have made arrangements satisfactory to the Administrative Agent for the payment) all the other expenses of the Administrative Agent and the Lenders as described in Section 8 below.

6. Security for Obligations. The Borrower acknowledges and agrees that all indebtedness and other obligations of the Borrower under the Credit Agreement, as amended by this Amendment, and the other Loan Documents, including without limitation the indebtedness evidenced by the Revolver Notes, are secured by the Collateral described in the Collateral Documents.

7. References. All references in the Credit Agreement to "this Agreement," "herein," "hereunder" or other words of similar import, and all references to the "Credit

Agreement” or similar words in the other Loan Documents, or any other document or instrument that refers to the Credit Agreement, shall be deemed to be references to the Credit Agreement as amended by this Amendment.

8. Expenses. The Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Administrative Agent and the Lenders in connection with the preparation of this Amendment and the consummation of the transactions described herein, including, without limitation, the reasonable attorneys’ fees and expenses of the Administrative Agent and the Lenders, and expenses related to obtaining real estate appraisals, inventory appraisals and a field exam.

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

10. Counterparts. 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.

11. Successors. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Entire Agreement. This Amendment represents the final agreement of the Borrower, the Lenders and the Administrative Agent 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, the Lenders and/or the Administrative Agent.

[Signatures begin on following page]

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

TREX COMPANY, INC., (SEAL)
a Delaware corporation

By: /s/ James E. Cline (SEAL)
Name: James E. Cline
Title: Senior Vice President and Chief Financial Officer

[Signatures continue on following page]

BRANCH BANKING AND TRUST COMPANY,
as Administrative Agent
and as a Lender (SEAL)

By: /s/ Matthew W. Rush (SEAL)
Name: Matthew W. Rush
Title: Senior Vice President

Revolver Commitment: \$67,500,000 from January 1, 2014 through and including June 30, 2014, and \$55,000,000 from July 1, 2014 and thereafter.

[Signatures continue on following page]

WELLS FARGO CAPITAL FINANCE, LLC,
as a Lender (SEAL)

By: /s/ Ryan Davison (SEAL)
Name: Ryan Davison
Title: Vice President

Revolver Commitment: \$57,500,000 from January 1, 2014 through and including June 30, 2014, and \$45,000,000 from July 1, 2014 and thereafter.