

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 6, 2021

LOUISIANA-PACIFIC CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1-7107
Commission
File Number

93-0609074
(IRS Employer
Identification No.)

414 Union Street, Suite 2000, Nashville, TN 37219

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (615) 986 - 5600

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	Name of each exchange on which registered
Common Stock, \$1 par value	LPX	New York Stock Exchange

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 August 6, 2021, Louisiana-Pacific Corporation (the “Company”) entered into an amendment (the “Fourth Amendment”) to its existing credit agreement, dated as of June 27, 2019 (as amended, the “Credit Agreement”), among the Company, as borrower, the guarantors from time to time party thereto, American AgCredit, PCA (the “Agent”), as Administrative Agent and Sole Lead Arranger, the lenders from time to time party thereto and CoBank, ACB, as letter of credit issuer. The Fourth Amendment modified Section 8.11 of the Credit Agreement to remove the existing consolidated net worth covenant in its entirety, leaving the capitalization ratio financial covenant as the remaining financial covenant under the Credit Agreement.

The foregoing description of the Fourth Amendment is qualified in its entirety by reference to the Fourth Amendment, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Amendment to Amended and Restated Credit Agreement, dated August 6, 2021, among the Company, as borrower, American AgCredit PCA, as administrative agent, CoBank, ACB, as letter of credit issuer and lenders and voting participants party thereto.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

LOUISIANA-PACIFIC CORPORATION

By: /S/ DEREK N. DOYLE
Derek N. Doyle
Vice President, Controller and Chief Accounting Officer

Date: August 6, 2021

FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT dated as of August 6, 2021 (this "Agreement") is entered into among Louisiana-Pacific Corporation, a Delaware corporation (the "Borrower"), the Lenders and Voting Participants party hereto, American AgCredit, PCA, as Administrative Agent and CoBank, ACB, as L/C Issuer. Capitalized terms used but not otherwise defined herein have the meanings provided in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, American AgCredit, PCA, as Administrative Agent and CoBank, ACB, as L/C Issuer, have entered into that certain Amended and Restated Credit Agreement dated as of June 27, 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders and Voting Participants constituting Required Lenders agree to amend the Credit Agreement as further set forth herein; and

WHEREAS, the Lenders and Voting Participants party hereto are willing to agree to such amendments, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Section 8.11 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

8.11 Financial Covenant. Permit the Capitalization Ratio as of the end of any fiscal quarter of the Borrower to be greater than 57.5%.

2. Conditions Precedent. This Agreement shall become effective as of the date hereof upon receipt by the Administrative Agent of a copy of this Agreement duly executed by the Borrower, any Guarantors, Lenders and Voting Participants constituting Required Lenders, and the Administrative Agent.

3. Miscellaneous.

(a) The Credit Agreement (as amended hereby) and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.

(b) The Borrower hereby represents and warrants as follows:

(i) Each Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(ii) This Agreement has been duly executed and delivered by the Loan Parties and constitutes each of the Loan Parties' legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by Debtor Relief

Laws and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(iii) No material approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement other than those that have already been obtained and are in full force and effect.

(iv) No actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of their properties or revenues exists that (x) purport to affect or pertain to this Agreement or any of the transactions contemplated hereby or (y) could reasonably be expected to have a Material Adverse Effect.

(c) The Loan Parties represent and warrant to the Lenders that after giving effect to this Agreement the representations and warranties of the Loan Parties set forth in Article VI of the Credit Agreement and in each other Loan Document are true and correct in all material respects as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date.

(d) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. This Agreement and any certificate or other instrument delivered hereunder or in connection herewith and signature pages thereto may be executed and delivered by electronic means (including electronic image, facsimile, “.pdf”, “.tif” and “.jpeg”), and thereupon such agreement, certificate or instrument shall be treated in each case and in all manner and respects and for all purposes as an original agreement, certificate or instrument and shall be considered to have the same binding legal effect as if it were an original manually-signed counterpart thereof delivered in person.

(e) THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(f) The Borrower agrees to reimburse the Administrative Agent for the reasonable and documented out-of-pocket expenses incurred by it in connection with this Agreement, including the reasonable and documented fees, charges and disbursements of Moore & Van Allen PLLC, counsel for the Administrative Agent.

[The Signature Pages Follow]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER: LOUISIANA-PACIFIC CORPORATION,
a Delaware corporation

By: /s/ Bob Hopkins _____
Name: Bob Hopkins
Title: Treasurer

ADMINISTRATIVE
AGENT:

AMERICAN AGCREDIT, PCA,
as Administrative Agent

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

L/C ISSUER:

COBANK, ACB,
as L/C Issuer

By: /s/ Robert Prickett
Name: Robert Prickett
Title: Vice President

LENDERS:

AMERICAN AGCREDIT, PCA,
as a Lender

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

COBANK, FCB,
as a Lender

By: /s/ Robert Prickett
Name: Robert Prickett
Title: Vice President

FARM CREDIT SERVICES OF AMERICA, PCA,
as a Lender

By: /s/ Nicholas King
Name: Nicholas King
Title: Vice President

VOTING PARTICIPANTS: AGFIRST FARM CREDIT BANK,
as a Voting Participant

By: /s/ Michael Mancini _____
Name: Michael Mancini
Title: Vice President

FARM CREDIT MID-AMERICA, FLCA,
as a Voting Participant

By: /s/ Tabatha Hamilton _____
Name: Tabatha Hamilton
Title: Vice President Food and Agribusiness

FARM CREDIT BANK OF TEXAS,
as a Voting Participant

By: /s/ Alan Robinson
Name: Alan Robinson
Title: Vice President

GREENSTONE FARM CREDIT SERVICES, FLCA,
as a Voting Participant

By: /s/ Shane Prichard _____
Name: Shane Prichard
Title: VP Capital Markets

AGCOUNTRY FARM CREDIT SERVICES, FLCA,
as a Voting Participant

By: /s/ Lisa Caswell _____
Name: Lisa Caswell
Title: Vice President

NORTHWEST FARM CREDIT SERVICES, FLCA,
as a Voting Participant

By: /s/ Jeremy A. Roewe
Name: Jeremy A. Roewe
Title: Vice President

FARM CREDIT EAST, ACA,
as a Voting Participant

By: /s/ Benjamin Thompson _____
Name: Benjamin Thompson
Title: Vice President

FARM CREDIT WEST, FLCA,
as a Voting Participant

By: /s/ Robert Stornetta _____
Name: Robert Stornetta
Title: Senior Vice President, Capital Markets

CAPITAL FARM CREDIT, FLCA,
as a Voting Participant

By: /s/ Vladimir Kolesnikov
Name: Vladimir Kolesnikov
Title: Capital Markets Director

FIRST SOUTH FARM CREDIT, ACA,
as a Voting Participant

By: /s/ Daniel Sims _____
Name: Daniel Sims
Title: AVP

FARM CREDIT OF FLORIDA, ACA, as agent/nominee for Florida
Federal Land Bank, FLCA
as a Voting Participant

By: /s/ Jennifer Dueboay
Name: Jennifer Dueboay
Title: Capital Markets Officer

