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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**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 11, 2009**

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**PATRICK INDUSTRIES, INC.**

(Exact name of registrant as specified in its charter)

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**Indiana**

(State or other jurisdiction  
of incorporation)

**000-03922**

(Commission  
File Number)

**35-1057796**

(IRS Employer  
Identification Number)

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**107 West Franklin, Elkhart, Indiana**

(Address of Principal Executive Offices)

**46516**

(Zip Code)

Registrant's Telephone Number, including area code

**(574) 294-7511**

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(Former name or former address if changed since last report)

- 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 11, 2009, Patrick Industries, Inc., an Indiana corporation (the "Company"), entered into a Fourth Amendment (the "Fourth Amendment") to the Company's Credit Agreement, dated May 18, 2007, among the Company, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Credit Agreement").

The Fourth Amendment amended certain definitions, terms and reporting requirements. The financial covenants were modified to establish new quarterly minimum consolidated earnings before interest, taxes, depreciation and amortization ("EBITDA") requirements that will replace the existing minimum one-month and two-month requirements beginning with the fiscal quarter ended March 28, 2010. In addition, the monthly borrowing limits under the revolving commitments were reset in conjunction with updated projected monthly cash flows for 2010.

Effective with the Fourth Amendment, borrowings under the revolving line of credit are subject to a borrowing base, up to a maximum borrowing limit of \$28.0 million for fiscal year 2010. The interest rates for borrowings under the revolving line of credit and the term loan, and the expiration date of the Credit Agreement remained unchanged. The Company's ability to access these borrowings is subject to compliance with the terms and conditions of the credit facility including the financial covenants.

The foregoing description of the Fourth Amendment is qualified in its entirety by the actual agreement, which is attached to this Form 8-K as Exhibit 10.1.

On December 16, 2009, the Company issued a press release announcing the completion of the amendment. A copy of the press release is attached hereto as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit 10.1 – Fourth Amendment, as of December 11, 2009.

Exhibit 99.1 – Press Release, as of December 16, 2009.

**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.

**PATRICK INDUSTRIES, INC.**

(Registrant)

Date: December 16, 2009

By: /s/ Andy L. Nemeth  
Andy L. Nemeth  
Executive Vice President – Finance and  
Chief Financial Officer



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FOURTH AMENDMENT

THIS FOURTH AMENDMENT dated as of December 11, 2009 (this "Amendment") amends the Credit Agreement dated as of May 18, 2007 (as amended, the "Credit Agreement") among PATRICK INDUSTRIES, INC., an Indiana corporation (the "Borrower"), the LENDERS party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined herein have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Borrower has requested certain amendments to the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS. Subject to the conditions precedent set forth in Section 3, the Credit Agreement is amended as follows:

1.1 Amendments to Definitions in Section 1.1

1.1.1 The following definitions are added in proper alphabetical sequence:

"Ocala Sale" means the sale of the real property located at 1609 SW 17th Street, Ocala, Florida, for not less than \$1,200,000 in cash.

"Purchasing Card Program" means the purchasing card program provided to the Borrower and its Subsidiaries by JPMorgan.

"Woodburn Sale" means the sale of the real property located at 3099 N. Pacific Highway, Woodburn, Oregon, for not less than \$3,200,000 in cash.

"Fontana Sale Leaseback" means (a) the sale of the real property located at 13414 Slover Avenue, Fontana, California, for not less than \$4,200,000 in cash and (b) the concurrent lease of such property (or a similar property to be used for operations currently conducted at such property) by the Company or a Subsidiary for a term of at least 24 months.

1.1.2 The definitions of "Consolidated EBITDA" and "Permitted Asset Sales" are amended and restated in their entirety to read as follows, respectively

"Consolidated EBITDA" means, for any period, the sum (without duplication) of (a) Consolidated Net Income for such period plus (b) to the extent deducted in determining such Consolidated Net Income, Interest Expense, income tax expense, depreciation, amortization, Restructuring Charges and rent expense in an amount not to exceed \$45,000 per month for the property sold pursuant to the Fontana Sale Leaseback, plus (c) losses in connection with discontinued operations during such period to the extent approved in writing by the Administrative Agent (which approval shall not be unreasonably withheld) minus (d) gains in connection with discontinued operations during such period, plus (e)

losses in connection with stock warrants revaluation during such period, minus (f) gains in connection with stock warrants revaluation during such period.

“Permitted Asset Sale” means each of, (i) the Ocala Sale, (ii) the Woodburn Sale and (iii) the Fontana Sale Leaseback.

1.2 Amendment to Section 2.5(c). Section 2.5(c) is amended by adding the following proviso immediately before the period at the end of the first sentence thereof:

; provided, that any Letter of Credit issued in connection with the Fontana Sale Leaseback may expire on the date that is two years after the date of the issuance of such Letter of Credit, so long as the Borrower confirms in writing to the Issuing Bank, at the time of issuance, that such Letter of Credit will be a Supported Letter of Credit

1.3 Amendment to Section 6.2. Section 6.2 is amended by adding the following new clause (d) in proper sequence and designating existing clauses (d) and (e) as clauses (e) and (f), respectively:

(d) Liens on cash and a deposit or securities account at JPMorgan securing the obligations of the Borrower under the Purchasing Card Program; provided that the aggregate amount of all such cash and all amounts on deposit in such accounts shall not at any time exceed \$250,000.

1.4 Amendment to Section 6.8(a). Section 6.8(a) is amended in its entirety to read as follows:

(a) Minimum EBITDA. Consolidated EBITDA for any fiscal quarter to be less than the amount specified for such quarter on Schedule 6.8.

1.5 Amendments to Schedules. Schedule 1.1(b) and Schedule 6.8 to the Credit Agreement are replaced with Schedule 1.1(b) and Schedule 6.8 hereto, respectively.

SECTION 2. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to the Administrative Agent and the Lenders that after giving effect to this Amendment: (a) the representations and warranties of the Borrower set forth in the Credit Agreement are true and correct in all material respects (except to the extent stated to relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date); and (b) no Default will exist.

SECTION 3. CONDITIONS PRECEDENT. This Amendment shall become effective on the date on which the Administrative Agent shall have received the following:

- (a) Counterparts of this Amendment signed by the Borrower and the Required Lenders.
- (b) A Confirmation substantially in the form of Exhibit A signed by each Loan Party.

(c) Payment of all invoiced fees and expenses of the Administrative Agent (including reasonable attorneys' fees and expenses) in connection herewith.

(d) An amendment fee for each Lender that delivers a signed counterpart to this Amendment to the Administrative Agent, prior to 12:00 p.m. (Chicago time) on December 11, 2009, in an amount equal to the product of 0.15% multiplied by the sum of (i) such Lender's Revolving Commitment and (ii) the outstanding principal amount of such Lender's Term Loans.

SECTION 4. MISCELLANEOUS.

4.1 Continuing Effectiveness, etc. After giving effect to this Amendment, the Credit Agreement shall remain in full force and effect and is hereby ratified, approved and confirmed in each and every respect. After the effectiveness hereof, all references to the Credit Agreement in any Loan Document shall be deemed to refer to the Credit Agreement as amended hereby.

4.2 Incorporation of Credit Agreement Provisions. The provisions of Sections 1.3 (Terms Generally), 9.7 (Severability), 9.10 (Waiver of Jury Trial) and 9.11 (Headings) of the Credit Agreement are incorporated by reference as if fully set forth herein, mutatis mutandis.

4.3 Signing in Counterparts. This Amendment may be signed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. A signature hereto delivered by facsimile or in .pdf format shall be effective as delivery of an original counterpart.

4.4 Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

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

*[Remainder Of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

PATRICK INDUSTRIES, INC.

By /s/ Andy L. Nemeth  
Name: Andy L. Nemeth  
Title: Executive Vice President - Finance

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

By /s/ Michelle L. Jameson  
Name: Michelle L. Jameson  
Title: Vice President

FIFTH THIRD BANK

By /s/ Kristof C. Schneider  
Name: Kristof C. Schneider  
Title: Assistant Vice President

BANK OF AMERICA, N.A., as successor to LaSalle Bank National Association

By /s/ Robert L. Wallace, Jr.  
Name: Robert L. Wallace, Jr.  
Title: Senior Vice President

KEY BANK, NATIONAL ASSOCIATION

By /s/ Ryan J. Watkins  
Name: Ryan J. Watkins  
Title: Vice President

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RBS CITIZENS, NATIONAL ASSOCIATION, successor by merger with Charter One Bank

By /s/ Ruben V. Klein  
Name: Ruben V. Klein  
Title: Senior Vice President

ASSOCIATED BANK

By /s/ Robert J. Burda  
Name: Robert J. Burda  
Title: Vice President

1<sup>ST</sup> SOURCE BANK

By /s/ Jeff Baker  
Name: Jeff Baker  
Title: Senior Vice President

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## SCHEDULE 1.1(b)

## BORROWING BASE AMOUNTS

Period	Amount
November 1, 2009 – December 31, 2009	\$25,000,000
January 1, 2010 - January 24, 2010	\$21,000,000
January 25, 2010 – February 28, 2010	\$23,000,000
March 1, 2010 – March 28, 2010	\$26,000,000
March 29, 2010 - April 25, 2010	\$28,000,000
April 26, 2010 – June 27, 2010	\$27,000,000
June 28, 2010 - August 29, 2010	\$28,000,000
August 30, 2010 - October 24, 2010	\$26,000,000
October 25, 2010 - November 28, 2010	\$25,000,000
November 29, 2010 - December 31, 2010	\$21,000,000

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SCHEDULE 6.8

CONSOLIDATED EBITDA

Fiscal Quarter (ended on or closest to)	Fiscal Quarter then ending
March 28, 2010	(\$584,000)
June 27, 2010	\$2,204,300
September 26, 2010	\$1,973,200
December 31, 2010	\$1,434,600

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EXHIBIT A  
FORM OF CONFIRMATION

December 11, 2009

To: JPMorgan Chase Bank, N.A., individually and as Administrative Agent, and the other financial institutions that are parties to the Credit Agreement referred to below

Please refer to the Fourth Amendment dated as of the date hereof (the "Amendment") to the Credit Agreement dated as of May 18, 2007 (the "Credit Agreement") among Patrick Industries, Inc., an Indiana corporation, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

Each of the undersigned hereby confirms to the Administrative Agent and the Lenders that such undersigned has received a copy of the Amendment and that, after giving effect to the Amendment and the transactions contemplated thereby, each Loan Document to which such undersigned is a party continues in full force and effect and is the legal, valid and binding obligation of such undersigned, enforceable against such undersigned in accordance with its terms.

PATRICK INDUSTRIES, INC.

By: /s/ Andy L. Nemeth  
Andy L. Nemeth  
Executive Vice President - Finance

ADORN HOLDINGS, INC.

By: /s/ Andy L. Nemeth  
Andy L. Nemeth  
Treasurer and Secretary

ADORN, LLC

By: /s/ Andy L. Nemeth  
Andy L. Nemeth  
Treasurer and Secretary

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For Immediate Release

## Patrick Industries, Inc. Completes New Amendment of Its Credit Agreement

ELKHART, IN – December 16, 2009 – Patrick Industries, Inc. (NASDAQ: PATK) announced today that it has entered into a fourth amendment (the “Fourth Amendment”) to its senior secured credit agreement dated May 18, 2007 (the “Credit Agreement”). The Fourth Amendment includes the modification of certain definitions, terms and reporting requirements to better align with the Company’s updated operating and cash flow projections for fiscal year 2010.

Pursuant to the Fourth Amendment entered into on December 11, 2009, the financial covenants were modified to establish new quarterly minimum consolidated earnings before interest, taxes, depreciation and amortization (“EBITDA”) requirements that will replace the existing minimum one-month and two-month requirements beginning with the fiscal quarter ended March 28, 2010. Additionally, monthly borrowing limits under the revolving commitments were reset in conjunction with updated projected monthly cash flows for 2010. Borrowings under the revolving line of credit are subject to a borrowing base, up to a maximum borrowing limit of \$28.0 million for fiscal year 2010. The interest rates for borrowings under the revolving line of credit and the term loan, and the expiration date of the Credit Agreement remained unchanged.

"We are pleased to have entered into this amendment of our credit agreement that reflects the modifications made to our operating plan for the 2010 fiscal year in anticipation of improving market conditions in the RV industry and stabilization in the manufactured housing industry and industrial markets. The amendment further reflects the Company’s forward operating momentum and the strong relationship we have with our senior lenders who have been extremely supportive as we continue to reduce our leverage position. The progress we have made has taken a total team effort and we are extremely appreciative of the continued support of our banking group, customers, suppliers, shareholders, and team members as we are cautiously optimistic about what 2010 will bring from a market perspective," stated Todd Cleveland, President and Chief Executive Officer.

### About Patrick Industries

Patrick Industries, Inc. ([www.patrickind.com](http://www.patrickind.com)) is a major manufacturer of component products and distributor of building products serving the manufactured housing, recreational vehicle, kitchen cabinet, home and office furniture, fixture and commercial furnishings, marine, and other industrial markets and operates coast-to-coast through locations in 13 states. Patrick’s major manufactured products include decorative vinyl and paper panels, wrapped moldings, cabinet doors and components, slotwall and slotwall components, and countertops. The Company also distributes drywall and drywall finishing products, interior passage doors, roofing products, vinyl and cement siding, electronic products, and other miscellaneous products.

### Forward-Looking Statements

This press release contains certain statements related to future results, or states our intentions, beliefs and expectations or predictions for the future, which are forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from either historical or anticipated results depending on a variety of factors. Potential factors that could impact results include: pricing pressures due to competition, costs and availability of raw materials, availability of retail and wholesale financing for manufactured homes, availability and costs of labor, inventory levels of retailers and manufacturers, levels of repossessed manufactured homes, the financial condition of our customers, the ability to generate cash flow or obtain financing to fund growth, future growth rates in the Company’s core businesses, interest rates, oil and gasoline prices, the outcome of litigation, adverse weather conditions impacting retail sales, and our ability to remain in compliance with our credit agreement covenants. In addition, national and regional economic conditions and consumer confidence may affect the retail sale of recreational vehicles and manufactured homes. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made. Further information regarding these and other risks, uncertainties and factors is contained in the section entitled “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2008, and in the Company’s Form 10-Qs for subsequent quarterly periods, which are filed with the Securities and Exchange Commission (“SEC”) and are available on the SEC’s website at [www.sec.gov](http://www.sec.gov).

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### Contact:

Julie Ann Kotowski  
Patrick Industries, Inc.  
574-294-7511 / [kotowskj@patrickind.com](mailto:kotowskj@patrickind.com)

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