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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**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 10, 2014**

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**Installed Building Products, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36307**  
(Commission  
File No.)

**45-3707650**  
(I.R.S. employer  
identification number)

**495 South High Street, Suite 50  
Columbus, Ohio 43215**  
(Address of principal executive offices, including zip code)

**(614) 221-3399**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (see General Instructions 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 10, 2014, Installed Building Products, Inc. (the “Company”) entered into a First Amendment Agreement (the “First Amendment”) to the Credit and Security Agreement dated as of July 8, 2014, by and among the Company, the lenders party thereto, and KeyBank National Association, as lead arranger, sole book runner, administrative agent, swing line lender and issuing lender (the “Credit and Security Agreement”). The First Amendment, among others things, amends the definition of Consolidated Fixed Charges to exclude certain share repurchase transactions, up to a specified limit, from the calculation of the fixed charge coverage ratio under the Credit and Security Agreement.

The foregoing description is qualified in its entirety by reference to the full text of the First Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
10.1	First Amendment Agreement, dated December 10, 2014, to the Credit and Security Agreement dated July 8, 2014, by and among Installed Building Products, Inc., the lenders party thereto, and KeyBank National Association, as lead arranger, sole book runner, administrative agent, swing line lender and issuing lender

**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.

**INSTALLED BUILDING PRODUCTS, INC.**

Date: December 16, 2014

By: /s/ Michael T. Miller

Michael T. Miller

Executive Vice President and  
Chief Financial Officer

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**EXHIBIT INDEX**

**Exhibit  
Number**

**Description**

10.1	First Amendment Agreement, dated December 10, 2014, to the Credit and Security Agreement dated July 8, 2014, by and among Installed Building Products, Inc., the lenders party thereto, and KeyBank National Association, as lead arranger, sole book runner, administrative agent, swing line lender and issuing lender
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## FIRST AMENDMENT AGREEMENT

This FIRST AMENDMENT AGREEMENT (this "Amendment") is made as of the 10th day of December, 2014 among:

(a) INSTALLED BUILDING PRODUCTS, INC., a Delaware corporation (the "Borrower");

(b) the Lenders, as defined in the Credit Agreement, as hereinafter defined; and

(c) KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent for the Lenders under the Credit Agreement (the "Administrative Agent").

WHEREAS, the Borrower, the Administrative Agent and the Lenders are parties to that certain Credit and Security Agreement, dated as of July 8, 2014, that provides, among other things, for loans and letters of credit aggregating One Hundred Million Dollars (\$100,000,000), all upon certain terms and conditions (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, the Borrower, the Administrative Agent and the Lenders desire to amend the Credit Agreement to modify certain provisions thereof;

WHEREAS, each capitalized term used herein and defined in the Credit Agreement, but not otherwise defined herein, shall have the meaning given such term in the Credit Agreement; and

WHEREAS, unless otherwise specifically provided herein, the provisions of the Credit Agreement revised herein are amended effective as of the date of this Amendment;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower, the Administrative Agent and the Lenders agree as follows:

1. Amendment to Definitions in the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to delete the definition of "Consolidated Fixed Charges" therefrom and to insert in place thereof the following:

"Consolidated Fixed Charges" means, for any period, as determined on a Consolidated basis, the aggregate, without duplication, of (a) Consolidated Interest Expense paid in cash, (b) Consolidated Income Tax Expense paid in cash, (c) principal payments on Consolidated Funded Indebtedness (other than prepayments of the Loans), (d) Capital Distributions (other than Capital Distributions made by the Borrower to repurchase its capital stock from members of the Current Holder Group, TCI Contracting, LLC and Cetus Capital II, LLC, in an aggregate amount not to exceed Forty Million Dollars (\$40,000,000) during the Commitment Period), and (e) Consolidated Unfunded Capital Expenditures.

2. Closing Deliveries. Concurrently with the execution of this Amendment, the Borrower shall:

(a) cause each Guarantor of Payment to execute the attached Guarantor Acknowledgment and Agreement; and

(b) pay all legal fees and expenses of the Administrative Agent in connection with this Amendment and any other Loan Documents.

3. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that (a) the Borrower has the legal power and authority to execute and deliver this Amendment; (b) the officers executing this Amendment have been duly authorized to execute and deliver the same and bind the Borrower with respect to the provisions hereof; (c) the execution and delivery hereof by the Borrower and the performance and observance by the Borrower of the provisions hereof do not violate or conflict with the Organizational Documents of the Borrower or any law applicable to the Borrower or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against the Borrower; (d) no Default or Event of Default exists, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; (e) each of the representations and warranties contained in the Loan Documents is true and correct in all material respects as of the date hereof as if made on the date hereof, except to the extent that any such representation or warranty expressly states that it relates to an earlier date (in which case such representation or warranty is true and correct in all material respects as of such earlier date); (f) the Borrower is not aware of any claim or offset against, or defense or counterclaim to, the Borrower's obligations or liabilities under the Credit Agreement or any other Related Writing; and (g) this Amendment constitutes a valid and binding obligation of the Borrower in every respect, enforceable in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

4. Waiver and Release. The Borrower, by signing below, hereby waives and releases the Administrative Agent, and each of the Lenders, and their respective directors, officers, employees, attorneys, affiliates and subsidiaries, from any and all claims, offsets, defenses and counterclaims, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

5. References to Credit Agreement and Ratification. Each reference to the Credit Agreement that is made in the Credit Agreement or any other Related Writing shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as otherwise specifically provided herein, all terms and provisions of the Credit Agreement are confirmed and ratified and shall remain in full force and effect and be unaffected hereby. This Amendment is a Loan Document.

6. Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

7. Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

8. Severability. Any provision of this Amendment that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

9. Governing Law. The rights and obligations of all parties hereto shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank.]

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JURY TRIAL WAIVER. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AMENDMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above.

INSTALLED BUILDING PRODUCTS, INC.

By: /s/ Michael T. Miller  
Michael T. Miller  
Executive Vice President and  
Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION  
as the Administrative Agent and as a Lender

By: /s/ Melissa P. Ingwersen  
Melissa P. Ingwersen  
President, Central Ohio Market



SUNTRUST BANK

By: /s/ Vinay Desai  
Vinay Desai  
Vice President

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Signature Page 2 of 6 to  
First Amendment Agreement

By: /s/ Raja Khanna  
Raja Khanna  
Authorized Signatory

Signature Page 3 of 6 to  
First Amendment Agreement

ASSOCIATED BANK, N.A.

By: /s/ J. Brent Thomas

J. Brent Thomas  
Senior Vice President

Signature Page 4 of 6 to  
First Amendment Agreement

By: /s/ Brian J. Blomeke

Brian J. Blomeke  
Senior Vice President

Signature Page 5 of 6 to  
First Amendment Agreement

By: /s/ Lance Rapp  
Lance Rapp  
Vice President

Signature Page 6 of 6 to  
First Amendment Agreement

GUARANTOR ACKNOWLEDGMENT AND AGREEMENT

The undersigned consent and agree to and acknowledge the terms of the foregoing First Amendment Agreement dated as of December 10, 2014. The undersigned further agree that the obligations of the undersigned pursuant to the Guaranty of Payment executed by the undersigned are hereby ratified and shall remain in full force and effect and be unaffected hereby.

The undersigned hereby waive and release the Administrative Agent and the Lenders and their respective directors, officers, employees, attorneys, affiliates and subsidiaries from any and all claims, offsets, defenses and counterclaims of any kind or nature, absolute and contingent, of which the undersigned are aware or should be aware, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

JURY TRIAL WAIVER. THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWER, THE ADMINISTRATIVE AGENT, THE LENDERS AND THE UNDERSIGNED, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS GUARANTOR ACKNOWLEDGMENT AND AGREEMENT, THE AMENDMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

INSTALLED BUILDING PRODUCTS, INC.  
ACCURATE INSULATION LLC  
AMERICAN INSULATION & ENERGY SERVICES, LLC  
ANY SEASON INSULATION, LLC  
BAYTHERM INSULATION, LLC  
BUILDING MATERIALS FINANCE, INC.  
CORNHUSKER INSULATION, LLC  
GARAGE DOOR SYSTEMS, LLC  
GOLD INSULATION, INC.  
G-T-G, LLC  
HINKLE INSULATION & DRYWALL COMPANY, INCORPORATED

By: /s/ Michael T. Miller  
Michael T. Miller  
Executive Vice President and  
Chief Financial Officer

IBHL A HOLDING COMPANY, INC.  
IBHL B HOLDING COMPANY, INC.  
IBHL II-A HOLDING COMPANY, INC.  
IBHL II-B HOLDING COMPANY, INC.  
IBP ASSET, LLC  
IBP ASSET II, LLC  
IBP EXTERIORS, INC.  
IBP HOLDINGS, LLC  
IBP HOLDINGS II, LLC  
IBP TEXAS ASSETS I, LLC  
IBP TEXAS ASSETS II, LLC  
IBP TEXAS ASSETS III, LLC  
INSTALLED BUILDING PRODUCTS, LLC  
INSTALLED BUILDING PRODUCTS II, LLC

By: /s/ Michael T. Miller  
Michael T. Miller  
Executive Vice President and  
Chief Financial Officer

INSTALLED BUILDING PRODUCTS - PORTLAND, LLC  
INSULVAIL, LLC  
LAKESIDE INSULATION, LLC  
LKS TRANSPORTATION, LLC  
METRO HOME INSULATION, LLC  
MID SOUTH CONSTRUCTION AND BUILDING PRODUCTS, INC.  
NORTHWEST INSULATION, LLC  
OJ INSULATION HOLDINGS, INC.  
RAJAN, LLC  
ROCKFORD INSULATION, LLC  
SPEC 7 INSULATION CO., LLC  
SUPERIOR INSULATION SERVICES, LLC  
TCI CONTRACTING, LLC  
THERMAL CONTROL INSULATION, LLC  
U.S. INSULATION CORP.  
WATER-TITE COMPANY, LLC  
WILSON INSULATION COMPANY, LLC  
MARV'S INSULATION, INC.  
INSTALLED BUILDING SOLUTIONS II, LLC

By: /s/ Michael T. Miller  
Michael T. Miller  
Executive Vice President and  
Chief Financial Officer

GOLD STAR INSULATION, L.P.

By: Gold Insulation, Inc., its general partner

By: /s/ Michael T. Miller  
Michael T. Miller  
Executive Vice President and Chief Financial Officer

OJ INSULATION, L.P.

By: OJ Insulation Holdings, Inc., its general partner

By: /s/ Michael T. Miller  
Michael T. Miller  
Executive Vice President and  
Chief Financial Officer