# United States SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

#### FORM 8-K

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report: November 21, 2013

**Commission File Number 1-7107** 

# 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))
- å Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

#### Item 1.01. Entry into a Material Definitive Agreement

As previously reported, on November 1, 2013, Louisiana-Pacific Corporation (the "Company") entered into a commitment letter (the "Commitment Letter") with American AgCredit, FLCA ("AAC"), CoBank, ACB, Farm Credit Services of America, PCA ("FCSA"), and AgFirst Farm Credit Bank pursuant to which AAC and FCSA (collectively, the "Lenders") have severally committed to provide senior secured revolving financing to the Company in an aggregate amount of up to \$200 million on the terms and subject to the conditions set forth therein. On November 21, 2013, the Company and the other parties to the Commitment Letter agreed to extend the date on which the commitments of the Lenders will expire, and by which definitive loan documents must be executed and delivered, from December 2, 2013 to December 9, 2013.

# Item 9.01 Financial Statements, Pro Forma Financial Statements and Exhibits.

Exhibit <u>Number</u>	<u>Description</u>
10.1	Amendment to Commitment Letter dated as of November 1, 2013 (the "Commitment Letter") among Louisiana-Pacific Corporation ("you" or the "Borrower") and (b) American AgCredit, FLCA, CoBank, ACB, Farm Credit Services of America, PCA, and AgFirst Farm Credit Bank

## **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.

## LOUISIANA-PACIFIC CORPORATION

By: /s/ SALLIE B. BAILEY

Sallie B. Bailey

Executive Vice President and Chief

Financial Officer

(Principal Financial Officer)

Date: November 25, 2013

#### PERSONAL AND CONFIDENTIAL

November 21, 2013

Louisiana-Pacific Corporation 414 Union Street, Suite 2000 Nashville, Tennessee 37219 Attention: Sallie Bailey

Re: Amendment to Commitment Letter dated as of November 1, 2013 (the "Commitment Letter") among Louisiana-Pacific Corporation ("you" or the "Borrower") and (b) American AgCredit, FLCA, CoBank, ACB, Farm Credit Services of America, PCA, and AgFirst Farm Credit Bank. Terms used but not defined herein shall have the meanings provided in the Commitment Letter.

#### Ladies and Gentlemen:

This Amendment to Commitment Letter ("Amendment to Commitment Letter") is delivered to you in connection with the underwriting and arrangement of a \$200 million senior secured credit facility to the Borrower, as more fully described in the Commitment Letter and the Summary of Principal Terms and Conditions attached thereto as Annex C (the "Summary of Terms"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned parties agrees that the reference to "December 2, 2013" in Section 9 of the Commitment Letter is hereby replaced with a reference to "December 9, 2013."

Except as modified hereby, all of the terms and provisions of the Commitment Letter and Summary of Terms shall remain in full force and effect. This Amendment to Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment to Commitment Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Amendment to Commitment Letter will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

[Remainder of Page Intentionally Left Blank]

If the foregoing is in accordance with your understanding, please sign and return this letter agreement to us.

Very truly yours,

# AMERICAN AGCREDIT, FLCA

By: /s/ Michael J. Balok

Authorized Signatory

#### COBANK, ACB

By:

**Authorized Signatory** 

## FARM CREDIT SERVICES OF AMERICA, PCA

By: /s/ Ben Fogle

Authorized Signatory

## AGFIRST FARM CREDIT BANK

By: /s/ James M Mancihi Jr.

Authorized Signatory

ACCEPTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

# LOUISIANA-PACIFIC CORPORATION

By: /s/ Mark Tobin

Name: Mark Tobin

Title: Treasurer