

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 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): May 6, 2019

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**Huttig Building Products, Inc.**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction  
of incorporation)

001-14982  
(Commission File Number)

43-0334550  
(IRS Employer  
Identification No.)

555 Maryville University Dr., Suite 400, St. Louis, MO  
(Address of principal executive offices)

63141  
(Zip Code)

Registrant's telephone number, including area code (314) 216-2600

Former name or former address, if changed since last report: Not Applicable

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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. [ ]

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Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common, par value \$0.01 per share	HBP	The NASDAQ Stock Market LLC
Preferred Share Purchase Rights	HBP*	The NASDAQ Stock Market LLC

\*The rights currently transfer with the shares of Common Stock

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

On May 6, 2019, the Board of Directors of Huttig Building Products, Inc. (the “Company”) approved and the Company entered into a First Amendment to Rights Agreement (the “Amendment”), which amends the Rights Agreement, dated as of May 18, 2016 (the “Rights Agreement”), between the Company and Computershare Trust Company, N.A., as rights agent.

The Amendment, among other things, (i) extends the Final Expiration Date (as defined in the Rights Agreement) from May 18, 2019 to May 18, 2022; (ii) changes the initial Purchase Price (as defined in the Rights Agreement) from \$13.86 to \$13.39; and (iii) increases the period pursuant to which the Company’s Board of Directors has to consider an Exemption Request (as defined in the Rights Agreement) from ten business days to 20 business days.

The Company adopted the Amendment to protect the Company’s existing net operating loss carryforwards (“NOLs”) and preserve the Company’s ability to use its NOLs to offset future taxable income.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Rights Agreement, which is filed as Exhibit 4.01 to the Company’s Form 8-K filed on May 18, 2016 and is incorporated herein by reference, and the full text of the Amendment, which is filed as Exhibit 4.01 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

**Item 8.01 Other Events.**

On May 6, 2019, the Company issued a press release in connection with the adoption of the Amendment. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">4.01</a>	<a href="#">First Amendment to Rights Agreement, dated as of May 6, 2019, between Huttig Building Products, Inc. and Computershare Trust Company, N.A., as rights agent</a>
<a href="#">99.1</a>	<a href="#">Press Release, dated May 6, 2019</a>

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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.

Huttig Building Products, Inc.

Date: May 6, 2019

By: /s/ Philip W. Keipp

Philip W. Keipp

Vice President and Chief Financial Officer

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**FIRST AMENDMENT TO RIGHTS AGREEMENT**

**THIS FIRST AMENDMENT TO RIGHTS AGREEMENT** (this "**Amendment**") is made and entered into as of May 6, 2019, by and between Huttig Building Products, Inc., a Delaware corporation (the "**Company**"), and Computershare Trust Company, N.A., a federally chartered trust company, as Rights Agent (the "**Rights Agent**").

**WHEREAS**, the Company and the Rights Agent previously entered into a Rights Agreement, dated as of May 18, 2016 (as amended, the "**Agreement**") (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement);

**WHEREAS**, Section 28 of the Agreement provides, among other things, that prior to such time as any Person becomes an Acquiring Person, the Company and the Rights Agent may from time to time supplement or amend the Agreement in any respect without the approval of any holders of certificates representing Common Shares;

**WHEREAS**, no Person has become an Acquiring Person on or prior to the date hereof;

**WHEREAS**, the Board of Directors of the Company (the "**Board**") has determined it is in the best interests of the Company and its stockholders to amend the Agreement as set forth herein; and

**WHEREAS**, the Board has authorized and approved this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees to amend the Agreement as follows and directs the Rights Agent to execute this Amendment:

1. Section 1 of the Agreement is hereby amended as follows:

(a) Clause (k) shall be removed and replaced with the following:

““Expiration Date” means the earliest of (i) the Final Expiration Date; (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the “Redemption Date”); (iii) the time at which the Rights are exchanged as provided in Section 24 hereof; (iv) the repeal of Section 382 of the Code if the Board determines that this Agreement is no longer necessary for the preservation of the Tax Benefits; and (v) the beginning of a taxable year of the Company to which the Board determines that no Tax Benefits may be carried forward.”

(b) Clause (l) shall be removed and replaced with the following:

““Final Expiration Date” shall mean the close of business on May 18, 2022.”

2. Section 7 of the Agreement is hereby amended as follows:

(a) Clause (b) shall be removed and replaced with the following:

“The Purchase Price for each one one-hundredth of a Preferred Share pursuant to the exercise of a Right shall initially be \$13.39, shall be subject to adjustment from time to time as provided in Section 11 hereof and shall be payable in lawful money of the United States of America or in Common Shares in accordance with paragraph (c) below.”

3. Section 25(a) of the Agreement is hereby amended by replacing the phrase “ten Business Days” with the phrase “20 Business Days”.
4. Exhibit B to the Agreement is hereby amended as follows:

- (a) The reference to “May 18, 2019” on page B-1 shall be removed and replaced with “May 18, 2022”.

5. Exhibit C to the Agreement is hereby amended as follows:

- (a) The paragraph of Exhibit C labeled “Expiration” shall be removed and replaced with the following:

“**Expiration.** The Rights will expire on the earliest of (i) May 18, 2022, (ii) the time at which the Rights are redeemed as described below, (iii) the time at which the Rights are exchanged as described below, (iv) the repeal of Section 382 of the Internal Revenue Code if the Board determines that the Rights Agreement is no longer necessary for the preservation of the Company’s NOLs, and (v) the beginning of a taxable year of the Company to which the Board determines that no NOLs may be carried forward.”

- (b) The paragraph of Exhibit C labeled “Exercise Price” shall be removed and replaced with the following:

“**Exercise Price.** Each Right entitles the registered holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock, par value \$0.01 per share (“Preferred Shares”), of the Company at a price of \$13.39 per one one-hundredth of a Preferred Share, subject to adjustment as provided in the Rights Agreement (the “Purchase Price”).”

6. This Amendment is effective as of the date first set forth above.

7. This Amendment may be executed in any number of counterparts; each such counterpart shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect and enforceability as an original signature.

8. The undersigned representative of the Company hereby certifies in such capacity to the Rights Agent that he is the duly elected and qualified Vice President and Chief Financial Officer of the Company and that this Amendment is in compliance with the terms of Section 28 of the Agreement.

9. Except as modified hereby, the Agreement is reaffirmed in all respects, and all references therein to “the Agreement” shall mean the Agreement, as modified hereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

**HUTTIG BUILDING PRODUCTS, INC.**

By: /s/ Philip W. Keipp  
Name: Philip W. Keipp  
Title: Vice President and Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY, N.A.**

By: /s/ Patrick Hayes  
Name: Patrick Hayes  
Title: Vice President & Manager

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**Huttig Building Products, Inc. Announces Amendment to Existing Rights Plan to Protect Net Operating Loss Carryforwards**

ST. LOUIS, May 06, 2019 (GLOBE NEWSWIRE) – Huttig Building Products, Inc. (“Huttig” or the “Company”) (NASDAQ: HBP), a leading domestic distributor of millwork, building materials and wood products, announced today that its Board of Directors has approved an amendment to the Company’s Rights Agreement (the “Rights Plan”). The Rights Plan is designed to protect the Company’s existing net operating loss carryforwards (“NOLs”) and preserve the Company’s ability to use its NOLs to offset future taxable income. The amendment, among other things, (i) changes the initial Purchase Price (as defined in the Rights Plan) from \$13.86 to \$13.39; (ii) extends the Rights Plan so that it will continue in effect until May 18, 2022, unless it is terminated or redeemed earlier by the Board, or the Board determines that no applicable tax benefits may be carried forward; and (iii) increases the period pursuant to which the Company’s Board of Directors has to consider an Exemption Request (as defined in the Rights Plan) from ten business days to 20 business days.

**About Huttig**

Huttig, currently in its 135th year of business, is one of the largest domestic distributors of millwork, building materials and wood products used principally in new residential construction and in-home improvement, remodeling and repair work. Huttig distributes its products through 27 distribution centers serving 41 states. Huttig’s wholesale distribution centers sell principally to building materials dealers, national buying groups, home centers and industrial users, including makers of manufactured homes.

**Forward-Looking Statements**

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. The words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “believe,” “estimate,” “project” or similar expressions may identify forward-looking statements, although not all forward-looking statements contain such words. Statements made in this press release looking forward in time, including, but not limited to, statements regarding our current views with respect to financial performance, future growth in the housing market, distribution channels, sales, favorable supplier relationships, inventory levels, the ability to meet customer needs, enhanced competitive posture, strategic initiatives, absence of material financial impact from litigation or contingencies, including environmental proceedings, are included pursuant to the “safe harbor” provision of the Private Securities Litigation Reform Act of 1995.

These statements present management’s expectations, beliefs, plans and objectives regarding our future business and financial performance. We cannot guarantee that any forward-looking statements will be realized or achieved. These forward-looking statements are based on current projections, estimates, assumptions and judgments, and involve known and unknown risks and uncertainties. We disclaim any obligation to publicly update or revise any of these forward-looking statements, whether as a result of new information, future events or otherwise.

There are a number of factors, some of which are beyond our control that could cause our actual results to differ materially from those expressed or implied in the forward-looking statements. These factors include, but are not limited to, the strength of construction, home improvement and remodeling markets and the recovery of the homebuilding industry to levels consistent with the historical annual average; the cyclical nature of our industry; the successful implementation of our growth initiatives; the effects of increased inventories to support our growth initiatives and the impact if levels become excessive; the uncertainties resulting from changes to United States and foreign laws, regulations and policies; the cost of environmental compliance, including actual expenses we may incur to resolve proceedings we are involved in arising out of the formerly owned facility in Montana; any limitations on our ability to utilize our deferred tax assets to reduce future taxable income and tax liabilities; our ability to comply with, and the restrictive effect of, the financial covenant applicable under our credit facility; the loss of a significant customer; deterioration of our customers’ creditworthiness or our inability to forecast such deteriorations; commodity prices; dumping duties; tariffs; risks associated with our private brands; termination of key supplier relationships; risks of international suppliers; competition with existing or new industry participants; goodwill impairment; the seasonality of our operations; significant uninsured claims; federal and state transportation regulations; fuel cost increases; our failure to attract and retain key personnel; deterioration in our relationship with our unionized employees, including work stoppages or other disputes; funding requirements for multi-employer pension plans for our unionized employees; product liability claims and other legal proceedings; the integration of any business we acquire and the liabilities of such businesses; information technology system failure, network disruptions, cybersecurity attacks and breaches in data security; and those set forth under Part I, Item 1A – “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2018. These factors may not constitute all factors that could cause actual results to differ from those discussed in any forward-looking statement. Accordingly, forward-looking statements should not be relied upon as a predictor of actual results.

**For more information, contact:**

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