
**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 12, 2015

RESTORATION HARDWARE HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35720
(Commission
File Number)

45-3052669
(I.R.S. Employer
Identification No.)

15 Koch Road, Suite K, Corte Madera, California 94925
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (415) 924-1005

N/A
(Former name or former address, if changed since last report.)

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

On August 12, 2015, Restoration Hardware, Inc. and Restoration Hardware Canada, Inc., wholly-owned subsidiaries of Restoration Hardware Holdings, Inc., entered into a First Amendment (the "Amendment") to the Tenth Amended and Restated Credit Agreement, dated as of August 12, 2015, among Restoration Hardware, Inc. and Restoration Hardware Canada, Inc., as borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A. as administrative agent and collateral agent (the "Credit Agreement"). The Amendment changes the Credit Agreement's definition of "Change of Control" (the occurrence of which triggers a default under the Credit Agreement) so that changes in the composition of the board of directors due to actual or threatened proxy solicitations are treated in the same way as other changes in the composition of the board of directors.

This description is qualified in its entirety by reference to the Amendment, which is filed with this Current Report as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	First Amendment to Tenth Amended and Restated Credit Agreement dated as of August 12, 2015 among Restoration Hardware, Inc., Restoration Hardware Canada, Inc., as borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A. as administrative agent and collateral agent.

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.

RESTORATION HARDWARE HOLDINGS, INC.

Dated: August 12, 2015

By: /s/ Karen Boone

Karen Boone
Chief Financial and Administrative Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Tenth Amended and Restated Credit Agreement dated as of August 12, 2015 among Restoration Hardware, Inc., Restoration Hardware Canada, Inc., as borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A. as administrative agent and collateral agent.

FIRST AMENDMENT TO TENTH AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Tenth Amended and Restated Credit Agreement (this "Amendment") dated as of August 12, 2015 is entered into among:

RESTORATION HARDWARE, INC., a Delaware corporation, as a Domestic Borrower and the Lead Borrower;

the **OTHER DOMESTIC BORROWERS** party hereto;

RESTORATION HARDWARE CANADA, INC., a British Columbia company, as the Canadian Borrower;

the **GUARANTORS** party hereto;

the **LENDERS** party hereto, and

BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent;

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Tenth Amended and Restated Credit Agreement dated as of November 24, 2014 (as heretofore or hereafter amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by, among others, the Lead Borrower, the Other Domestic Borrowers, the Canadian Borrower, the Guarantors, the Lenders party thereto, and the Agent;

WHEREAS, the Borrowers have requested that the Agent and the Lenders agree to amend the Credit Agreement in the manner specified herein; and

WHEREAS, the Agent and the Lenders party hereto (which constitute Required Lenders) are willing to agree to so amend, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and benefits to be derived herefrom, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.
2. **Amendment to Credit Agreement.** Section 1.01 of the Credit Agreement is hereby amended by amending and restating clause (b) of the definition of "Change of Control" set forth therein so it reads in its entirety as follows:

"(b) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of Holdings cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination

at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above and this clause (iii) constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; provided that, for the avoidance of doubt, any individual nominated on behalf of any Permitted Holder shall not be deemed violative of this clause (b); or”

3. **Representations and Warranties.**

- a. Each Loan Party hereby represents and warrants to the Agents and the Lenders that (a) all representations and warranties of the Loan Parties contained in the Credit Agreement and other Loan Documents are true and correct in all material respects as of the date hereof, except to the extent that (i) such representations and warranties are qualified as to “materiality”, “Material Adverse Effect” or similar language, in which case they are true and correct in all respects (as so qualified by “materiality”, “Material Adverse Effect” or similar language) on and as of the date hereof, and (ii) such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects (except to the extent such representations and warranties are qualified as to “materiality”, “Material Adverse Effect” or similar language, in which case they are true and correct in all respects (as so qualified by “materiality”, “Material Adverse Effect” or similar language)) on and as of such earlier date, and (b) no Default or Event of Default has occurred and is continuing or would result from the effectiveness of this Amendment.
- b. The transactions contemplated hereby are within such Loan Party’s corporate or other organizational powers and have been duly authorized by all necessary corporate, membership, partnership or other necessary action. The Credit Agreement and each other Loan Document to which any Loan Party is a party, in each case as amended hereby, (i) has been duly executed and delivered by each Loan Party, and (ii) constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4. **Miscellaneous.**

- a. Except as amended hereby, all terms and conditions of the Credit Agreement and the other Loan Documents remain in full force and effect. Without limiting the foregoing, the Loan Parties hereby acknowledge, confirm and agree that the Security Documents and any and all Collateral previously pledged to the Administrative Agent, for the benefit of the Credit Parties shall continue to secure all applicable Obligations at any time and from time to time outstanding under the Credit Agreement and the other Loan Documents, as such Obligations have been amended pursuant to this Amendment.
- b. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of

which when taken together shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter of this Amendment and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) shall be as effective as delivery of a manually executed counterpart of this Amendment.

- c. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

DOMESTIC BORROWERS:

RESTORATION HARDWARE, INC., as Lead Borrower and as a Domestic Borrower

By: /s/ Karen Boone
Name: Karen Boone
Title: Chief Financial and Administrative Officer

CANADIAN BORROWER:

RESTORATION HARDWARE CANADA, INC., as Canadian Borrower

By: /s/ Karen Boone
Name: Karen Boone
Title: Director

GUARANTORS:

RH YOUNTVILLE, INC., as a Guarantor

By: /s/ Karen Boone
Name: Karen Boone
Title: Chief Financial and Administrative Officer

RH US, LLC, as a Guarantor

By: /s/ Karen Boone
Name: Karen Boone
Title: Chief Financial and Administrative Officer

RHM, LLC, as a Guarantor

By: /s/ Karen Boone
Name: Karen Boone
Title: Chief Financial and Administrative Officer

BANK OF AMERICA, N.A., as Agent, a Domestic Lender, L/C
Issuer and Swing Line Lender

By: /s/ Roger Malouf

Name: Roger Malouf

Title: Director

BANK OF AMERICA, N.A. (ACTING THROUGH ITS CANADA
BRANCH), as a Canadian Lender and L/C Issuer

By: /s/ Sylwia Durkiewicz

Name: Sylwia Durkiewicz

Title: Vice President

JPMORGAN CHASE BANK, N.A., a Domestic Lender

By: /s/ Jolinda N. Walden

Name: Jolinda N. Walden

Title: Authorized Officer

Signature Page to First Amendment to Tenth Amended and Restated Credit Agreement

TD BANK, N.A., a Domestic Lender

By: /s/ Nick Malatestinic

Name: Nick Malatestinic

Title: SVP Market Credit Manager

REGIONS BANK, a Domestic Lender

By: /s/ Lisa Joseph

Name: Lisa Joseph

Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, a Domestic Lender

By: /s/ Lauren Murphy

Name: Lauren Murphy

Title: Assistant Vice President