

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

FORM 8-K/A
Amendment No.1

CURRENT REPORT
Pursuant To Section 13 OR 15(d) Of The Securities Exchange Act Of 1934

Date of Report (Date of earliest event reported): October 28, 2020



THE DIXIE GROUP, INC.

(Exact name of Registrant as specified in its charter)

Tennessee

(State or other jurisdiction of incorporation)

0-2585

(Commission File Number)

62-0183370

(I.R.S. Employer Identification No.)

475 Reed Road Dalton, Georgia

(Address of principal executive offices)

30720

(zip code)

(706) 876-5800

(Registrant's telephone number, including area code)

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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EXPLANATORY NOTE:

This Amendment No. 1 on Form 8-K/A is an amendment to the Current Report on Form 8-K of The Dixie Group, Inc. dated November 2, 2020 and is being filed to furnish the correct page 2 of Exhibit 10.1 to the Form 8-K dated November 2, 2020. As originally filed the definition of "Guarantor" set forth on page 2 to Exhibit 10.1 was incorrect. The correct page 2, containing the correct definition of "Guarantor," is attached hereto. No other changes are made to the original Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

(99.1) [Page 2 to Exhibit 10.1.](#)

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.

Date: November 5, 2020

THE DIXIE GROUP, INC.

/s/ Allen L. Danzey

Allen L. Danzey

Chief Financial Officer

threatened election contest relating to the election of the directors of The Dixie Group, Inc. and whose initial assumption of office resulted from such contest or the settlement thereof.

"*Contractual Obligation*" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"*Debt Service Ratio*" means the ratio of net operating income plus depreciation, amortization expense and interest on debt service ("Adjusted Operating Income") to total debt service.

"*Dollar*," "*Dollars*" and the symbol "\$" shall mean lawful currency of the United States of America.

"*Environmental Laws*" shall mean Laws, including without limitation federal, state or local Laws, ordinances, rules, regulations, interpretations and orders of courts or administrative agencies or authorities relating to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land surface and subsurface strata), and other Laws relating to (i) Polluting Substances or (ii) the manufacture, processing, distribution, use, treatment, handling, storage, disposal or transportation of Polluting Substances.

"*Event of Default*" shall mean any of the events specified in Section 8.1 of this Agreement, and "*Default*" shall mean any event, which together with any lapse of time or giving of any notice, or both, would constitute an Event of Default.

"*GAAP*" shall mean generally accepted accounting principles applied on a consistent basis in all material respects to those principles so applied in the preceding period. Unless otherwise indicated herein, all accounting terms will be defined according to GAAP.

"*Governmental Authority*" means any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

"*Guarantor*" shall mean any person or entity that guaranties the Term Loan.

"*Indebtedness*" means and include any and all: (i) indebtedness, obligations and liabilities of the Borrowers to the Bank incurred or which may be incurred or purportedly incurred hereafter pursuant to the terms of this Loan Agreement or any of the other Loan Documents, and any extensions, renewals, substitutions, amendments and increases in amount thereof, including such amounts as may be evidenced by the Note, outstanding standby/performance letters of credit issued by the Bank for the Borrowers' account, if any, and all lawful interest, loan closing fees, service fees, letter of credit fees, facility fees, commitment fees and other similar charges, and all reasonable costs and expenses incurred in connection with the negotiation, preparation, closing, filing and recording of the Loan Documents, including attorney's fees and legal expenses; (ii) all reasonable costs and expenses paid or incurred by the Bank, including attorney's fees, in enforcing or attempting to enforce collection of any Indebtedness and in enforcing or realizing upon or attempting to enforce or realize upon any collateral or security for any Indebtedness, including interest on all sums so expended by the Bank accruing from the date upon which such expenditures are made until paid, at an annual rate equal to the interest rate