

ADVANCED ENVIRONMENTAL RECYCLING TECHNOLOGIES INC

Form 8-K

March 30, 2016

**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): March 29, 2016**

**Advanced Environmental Recycling Technologies, Inc.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

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

**1-10367**

*(Commission File Number)*

**71-0675758**

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

**914 N Jefferson Street**

**Springdale, Arkansas**

*(Address of Principal Executive Offices)*

**72764**

*(Zip Code)*

**Registrant's telephone number, including area code (479) 756-7400**

**Not Applicable**

**(Former name and former address, if changed since last report.)**

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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:**

**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))**

**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

On March 25, 2016, the Company and Webster Business Credit Corporation (WBCC) entered into Amendment No. 1 (the Amendment) to the Credit and Security Agreement dated October 30, 2015, which is discussed in more detail in Item 2.03 below.

**ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.**

On October 30, 2015, AERT entered into a Credit and Security Agreement (the Agreement) with WBCC, a state banking institution organized under the laws of the State of Connecticut for an asset-based Revolver loan capped at \$8.5 million for the period June 1 to December 31 of each calendar year and capped at \$15.0 million for the five months ended May 31 of each calendar year, a \$5.5 million Machinery and Equipment (M&E) Loan, a \$7.2 million Real Estate (RE) Loan, a \$1.5 million asset-based loan (Term Loan) and a \$1.2 million Capital Expenditure (CAPEX) loan.

The purpose of Amendment No. 1 is to clarify some terms within the agreement:

Amendments to Credit Agreement: Subject to satisfaction of certain conditions, the Credit Agreement is hereby amended as follows:

The Credit Agreement is hereby amended to read as follows:

Section 2.1(e)(ii) - "Each Capex Loan shall be repaid in equal monthly installments of principal based on an eighty-four (84) month amortization schedule commencing with the first day of the first calendar month following the date of the Capex Loan."

Annex One - The defined term "Borrowing Base" is hereby amended by deleting the reference to "plus" in clause (ii) and inserting "minus" in lieu thereof.



**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, thereunto duly authorized.**

**ADVANCED ENVIRONMENTAL  
RECYCLING TECHNOLOGIES, INC.**

**By: /s/ Timothy D. Morrison**  
**Timothy D. Morrison**  
*Chief Executive Officer and Director*

**Date: March 29, 2016**