

THOR INDUSTRIES INC
Form SC 13D/A
December 21, 2009

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

THOR INDUSTRIES, INC.

(Name of Issuer)

Common Stock, \$0.10 Par Value

(Title of Class of Securities)

885160101

(CUSIP Number)

Charles Nathan

Latham & Watkins LLP

885 Third Avenue

New York, NY 10022

(212) 906-1200

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

December 17, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 (Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Continued on following page(s)

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Exhibit Index: Page 7

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NAMES OF REPORTING PERSONS

1

Estate of Wade F. B. Thompson

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (SEE INSTRUCTIONS)

4

n/a

CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

United States

SOLE VOTING POWER

7

NUMBER OF 9,473,470

SHARED VOTING POWER

SHARES BENEFICIALLY OWNED BY 8

0

SOLE DISPOSITIVE POWER

EACH REPORTING 9

PERSON 9,473,470

WITH SHARED DISPOSITIVE POWER

10

0

11

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,473,470

12

CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)

o

13

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.4%

14

TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

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NAMES OF REPORTING PERSONS

1

Angela E. Thompson

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (SEE INSTRUCTIONS)

4

n/a

CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

United States

SOLE VOTING POWER

7

NUMBER OF 0

SHARED VOTING POWER

SHARES BENEFICIALLY 8

OWNED BY 9,473,470

SOLE DISPOSITIVE POWER

EACH REPORTING 9

PERSON 0

WITH SHARED DISPOSITIVE POWER

10

9,473,470

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,473,470

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)

o

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.4%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

IN

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NAMES OF REPORTING PERSONS

1

Alan Siegel

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (SEE INSTRUCTIONS)

4

n/a

CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

United States

SOLE VOTING POWER

7

NUMBER OF 2,000

SHARED VOTING POWER

SHARES BENEFICIALLY OWNED BY 8

9,473,470

SOLE DISPOSITIVE POWER

EACH REPORTING 9

PERSON 2,000
WITH SHARED DISPOSITIVE POWER
10
9,473,470

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
9,475,470

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)
o

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
18.4%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
IN

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Item 4. Purpose of Transaction

The Reporting Persons do not have any current plans or proposals which relate to or would result in any of the transactions or changes contemplated in Items 4(a) through 4(j) of Schedule 13D, other than distributing the Shares to the beneficiaries of the Estate in accordance with the terms of Wade F. B. Thompson's will.

Item 5. Interest in Securities of the Issuer

(a) As of December 17, 2009, the number of Shares outstanding was approximately 51,460,924. As of the date hereof, the Estate and Ms. Thompson may be deemed the beneficial owners of 9,473,470 Shares (approximately 18.4% of the total number of Shares outstanding). As of the date hereof, Mr. Siegel may be deemed the beneficial owner of 9,475,470 Shares (approximately 18.4% of the total number of Shares outstanding), consisting of (i) 9,473,470 Shares held by the Estate and (ii) 2,000 Shares issuable upon exercise of stock options held by Mr. Siegel (the **Options**).

(b) As of the date hereof, (i) the Estate may be deemed to have the sole power to direct the voting and disposition of 9,473,470 Shares, (ii) Mrs. Thompson and Mr. Siegel may be deemed to have the shared power to direct the voting and disposition of 9,473,470 Shares, and (iii) Mr. Siegel may be deemed to have the sole power to direct the voting and disposition of 2,000 Shares.

(c) The transactions in the Common Stock that were effected by the Reporting Persons during the past 60 days were the following:

(i) Sale by the Estate of 2,000,000 shares at \$29.00 per share on December 17, 2009 in a private transaction under Rule 144;

(ii) Sale by the Estate of 3,980,000 shares to the Issuer at \$29.00 per share on December 17, 2009.

(d) Not applicable.

(e) Not applicable.

Item 7. Materials to be Filed as Exhibits

(a) The information set forth in the Exhibit Index is incorporated herein by reference.

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SIGNATURE

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: December 21, 2009

ESTATE OF WADE F. B. THOMPSON

/s/ Angela E. Thompson

Name: Angela E. Thompson

Title: Co-Executor

/s/ Alan Siegel

Name: Alan Siegel

Title: Co-Executor

Date: December 21, 2009

ANGELA E. THOMPSON

/s/ Angela E. Thompson

Date: December 21, 2009

ALAN SIEGEL

/s/ Alan Siegel

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EXHIBIT INDEX

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B. Repurchase Agreement, dated as of December 17, 2009, by and between Thor Industries, Inc. and the Estate of Wade F. B. Thompson	9

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EXHIBIT A
JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Shares, par value \$0.10 per share, of Thor Industries, Inc., dated as of December 3, 2009, is, and any amendments thereto signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934.

Date: December 3, 2009

ESTATE OF WADE F. B. THOMPSON

/s/ Angela E. Thompson

Name: Angela E. Thompson

Title: Co-Executor

/s/ Alan Siegel

Name: Alan Siegel

Title: Co-Executor

Date: December 3, 2009

ANGELA E. THOMPSON

/s/ Angela E. Thompson

Date: December 3, 2009

ALAN SIEGEL

/s/ Alan Siegel

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EXHIBIT B
REPURCHASE AGREEMENT

This REPURCHASE AGREEMENT (this Agreement) is made and entered into as of December 17, 2009 by and between Thor Industries, Inc., a Delaware corporation (the Company), and the Estate of Wade F. B. Thompson (Stockholder).

RECITAL

WHEREAS, in order to consummate an integrated plan to diversify Stockholder's investment holdings, Stockholder desires to sell 5,980,000 shares of common stock, \$0.10 par value, of the Company (the Common Stock), Stockholder has agreed to structure the transaction in the following manner: (i) Stockholder has agreed, pursuant to Rule 144 under the Securities Act of 1933, as amended, to sell to third party investors through a brokerage account at Credit Suisse Securities (USA) LLC 2,000,000 shares of Common Stock for cash in the amount of \$29.00 per share of Common Stock and (ii) Stockholder hereby agrees to sell to the Company, and the Company hereby agrees to purchase from Stockholder, 3,980,000 shares of Common Stock (the Repurchased Shares) at \$29.00 per share, or \$115,420,000 (the Aggregate Cash Consideration).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Repurchase. Subject to the terms and conditions set forth in this Agreement, Stockholder hereby sells, assigns, transfers, conveys and delivers all its right, title and interest in and to the Repurchased Shares to the Company free and clear of all liens, encumbrances, pledges, options, warrants, rights of first refusal, claims, charges, restrictions or claims or rights of third parties of any kind or nature (collectively, Liens). The Company hereby repurchases and accepts delivery of the Repurchased Shares in exchange for the payment of the Aggregate Cash Consideration. Stockholder hereby acknowledges and agrees that receipt of the Aggregate Cash Consideration shall constitute complete satisfaction of all obligations or any other sums due to such Stockholder with respect to repurchase of the Repurchased Shares.
 2. Closing. The closing of the repurchase provided for herein (the Closing) shall take place at the offices of Latham & Watkins LLP located at 885 Third Avenue, New York, New York 10022 (or at such other place upon which the parties hereto may mutually agree). At the Closing, the following shall occur:
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a. Stockholder Deliveries. Stockholder shall surrender to the Company the stock certificates (if any) representing the Repurchased Shares owned by Stockholder and shall deliver all other documents and instruments reasonably necessary for the transfer of the Repurchased Shares to the Company, including an appropriate stock power, duly endorsed in blank. With respect to the Repurchased Shares that are to be delivered through the facilities of The Depository Trust Company that are credited to or otherwise held in a securities account maintained by Stockholder, Stockholder shall take such actions necessary to provide appropriate instruction to the relevant financial institution or other entity with which Stockholder's account is maintained to effect the transfer of the Repurchased Shares from Stockholder's account to an account at a financial institution designated by the Company for the receipt of the Repurchased Shares so transferred. In connection with any account to which the Repurchased Shares are credited or otherwise held, Stockholder shall execute and deliver such other and further documents or instruments necessary, in the reasonable opinion of the Company, to effect a legally valid transfer to the Company hereunder.

b. Company Deliveries. The Company shall deliver to Stockholder the Aggregate Cash Consideration by wire transfer of immediately available funds to an account designated in writing by Stockholder to the Company prior to the Closing.

3. No Further Ownership Interest. From and after the Closing, Stockholder shall have no further right or title to or interest in the Repurchased Shares or any dividends, distributions, equity interests or other rights in respect thereof.

4. Representations and Warranties of Stockholder. Stockholder represents and warrants to the Company as follows:

a. Title to Shares. As of the date hereof, Stockholder owns good and marketable title to the Repurchased Shares and such Repurchased Shares are free and clear of all Liens. Except for this Agreement, Stockholder has not entered into or agreed to be bound by any other arrangements or agreements of any kind with any other Person with respect to the Repurchased Shares, including, but not limited to, arrangements or agreements with respect to the acquisition or disposition thereof or any interest therein or the voting of any such Repurchased Shares.

b. Binding Effect. This Agreement is a legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

c. Governmental Authorization; Third Party Consent. No approval, consent, compliance, exemption, authorization, or other action by or notice to, or filing with, any governmental authority or any other person in respect of any requirements of law is necessary or required by Stockholder in connection with the execution, delivery or performance by Stockholder of this Agreement, except for such approval, consent, compliance, exemption, authorization, or other action which, if not obtained or made, would not reasonably be likely to prevent or materially delay Stockholder from performing its obligations under this Agreement in all material respects.

d. Brokers or Finders. Except for Stockholder's engagement of Credit Suisse Securities (USA) LLC as an advisor in connection with the transactions contemplated by this Agreement, Stockholder has not employed or entered into any agreement with, nor is Stockholder subject to, any valid claim of any broker, finder, consultant, or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or commission in connection with such transactions.

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e. Legal Proceedings. There are no legal proceedings pending or, to the knowledge of Stockholder, threatened, to which Stockholder is or may be a party, that (a) challenge the validity or enforceability of Stockholder's obligations under this Agreement or (b) seek to prevent, delay or otherwise would reasonably be expected to materially adversely affect the consummation by Stockholder of the transactions contemplated hereby.

5. Representations and Warranties of the Company. The Company represents and warrants to Stockholder as follows:

a. Authority: Binding Effect. The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority and has taken all necessary action required for the due authorization, execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated herein. This Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

b. No Violation. Neither the execution and delivery of this Agreement by the Company, nor the repurchase of the Repurchased Shares owned by Stockholder pursuant to this Agreement, will (i) result in a breach of its organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any material agreement, lease or other instrument or obligation to which the Company is a party, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and are in full force and effect or which would not impair the Company's ability to consummate the transactions contemplated by this Agreement, or (iii) violate any order, writ, injunction or decree applicable to the Company or any of the Company's material assets.

c. Governmental Authorization: Third Party Consent. No approval, consent, compliance, exemption, authorization, or other action by or notice to, or filing with, any governmental authority or any other person in respect of any requirements of law is necessary or required by the Company in connection with the execution, delivery or performance by the Company of this Agreement, except for such approval, consent, compliance, exemption, authorization, or other action which, if not obtained or made, would not reasonably be likely to prevent or materially delay the Company from performing its obligations under this Agreement in all material respects.

d. Brokers or Finders. The Company has not employed or entered into any agreement with, nor is the Company subject to, any valid claim of any broker, finder, consultant, or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or commission in connection with such transactions.

e. Exchange Act Reports. The Company's reports filed with the Securities and Exchange Commission (the Commission) pursuant to Section 13(a), 13(c) or 15(d) of the Securities Exchange Act of 1934, as amended, and any amendment or supplement thereto, did not, when filed with the Commission, and do not, as of the date hereof, contain an untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

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6. Affirmative Covenant. The parties hereto shall file income tax returns and other required income tax filings consistent with treating the repurchase of the Repurchased Shares owned by Stockholder pursuant to this Agreement as a payment in exchange for the Repurchased Shares within the meaning of Section 302(a) of the Internal Revenue Code, as amended.

7. Miscellaneous.

a. Amendment. This Agreement may not be amended or waived in any respect except by a written agreement signed by the parties hereto.

b. Survival. Each of the representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and continue in full force and effect in accordance with its terms, but is subject to all applicable statutes of limitation, statutes of repose and other similar defenses provided in law or equity.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and shall supersede all previous negotiations, commitments, agreements and understandings (both oral and written) with respect to such subject matter.

d. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic image scan shall be effective as delivery of a manually executed counterpart of this Agreement.

e. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

f. Expenses. Each party shall bear its own expenses and fees in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

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

THOR INDUSTRIES, INC.

By: /s/ Peter B. Orthwein
Name: Peter B. Orthwein
Title: Chairman of the Board, President and
Chief Executive Officer

ESTATE OF WADE F. B. THOMPSON

By: /s/ Angela E. Thompson
Name: Angela E. Thompson
Title: Co-Executor

By: /s/ Alan Siegel
Name: Alan Siegel
Title: Co-Executor