

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) September 13, 2005

L. B. Foster Company

(Exact name of registrant as specified in its charter)

Pennsylvania	000-10436	25-1324733
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
415 Holiday Drive, Pittsburgh, Pennsylvania		15220
(Address of principal executive offices)		(Zip Code)
Registrant's telephone number, including area code		(412) 928-3417

None

(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))

Item 1.01 Entry Into a Material Definitive Agreement

On September 13, 2005, the Registrant and its subsidiaries, CXT Incorporated, Natmaya, Inc. and Fosmart, Inc. (collectively the "Company") executed the First Amendment to the Revolving Credit and Security Agreement originally dated May 5, 2005 (the "Agreement") by and among the Company and PNC Bank National Association, as lender and agent, LaSalle Bank National Association and First Commonwealth Bank. Under the First Amendment, the Company's maximum credit line was increased from \$60,000,000 to \$75,000,000. The Company's maximum borrowings under the Agreement continue to be limited to specified percentages of the Company's eligible inventory and eligible receivables.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

10.0.1 First Amendment dated September 13, 2005 to Revolving Credit and Security Agreement

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.

L.B. Foster Company

(Registrant)

Date: September 14, 2005

/s/David J. Russo

David J. Russo
Senior Vice President,
Chief Financial Officer and Treasurer

EXHIBIT INDEX

10.0.1 First Amendment dated September 13, 2005 to Revolving Credit
and Security Agreement.

FIRST AMENDMENT TO
AMENDED AND RESTATED REVOLVING
CREDIT AND SECURITY AGREEMENT

BY AND AMONG

PNC BANK, NATIONAL ASSOCIATION
(AS LENDER AND AGENT),

THE LENDERS,

AND

L. B. FOSTER COMPANY,
CXT INCORPORATED,
NATMAYA, INC.,
AND
FOSMART, INC.
(BORROWERS)

September 13, 2005

FIRST AMENDMENT TO AMENDED AND RESTATED
REVOLVING CREDIT SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT (the "Amendment") is made as of September 13, 2005, by and among L. B. FOSTER COMPANY, a corporation organized under the laws of the State of Pennsylvania ("Foster"), CXT INCORPORATED, a corporation organized under the laws of the State of Delaware ("CXT"), NATMAYA, INC., a corporation organized under the laws of the State of Delaware ("Natmaya"), and FOSMART, INC., a corporation organized under the laws of the State of Delaware ("Fosmart") (each a "Borrower" and collectively "Borrowers"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders and Agent are parties to that certain Amended and Restated Revolving Credit and Security Agreement dated as of May 5, 2005 (as amended from time to time, the "Agreement").

WHEREAS, the Borrowers have requested the Lenders to increase the revolving credit commitments available to the Borrowers under the Agreement and for certain other modifications.

WHEREAS, the parties hereto desire to amend the terms of the Agreement as provided for herein.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein shall have the meanings given to them in the Agreement.

2. The following definition set forth in Section 1.2 of the Agreement is hereby amended and restated as follows:

"Maximum Revolving Advance Amount" shall mean \$75,000,000.

3. Subsection 2.1(a) of the Agreement is hereby amended and restated as follows:

"(a) Revolving Advances. Subject to the terms and conditions set forth

in this Agreement including, without limitation, Section 16.2, each Lender, severally and not jointly, will make Revolving Advances to Borrowers in aggregate amounts outstanding at any time equal to such Lender's Commitment Percentage of the lesser of (x) the Maximum Revolving Advance

Amount less the aggregate amount of outstanding Letters of Credit and Acceptances or (y) an amount equal to the sum of:

(i) up to 85%, subject to the provisions of Section 2.1(c) hereof ("Receivables Advance Rate"), of Eligible Receivables, plus

(ii) up to the lesser of (A) 60%, subject to the provisions of Section 2.1(c) hereof ("Inventory Advance Rate"), of the value of the Eligible Inventory (the Receivables Advance Rate and the Inventory Advance Rate shall be referred to collectively, as the "Advance Rates") or (B) \$45,000,000 in the aggregate at any one time, minus

(iii) the aggregate amount of outstanding Letters of Credit and Acceptances, minus

(iv) such reserves as Agent may reasonably deem proper and necessary from time to time.

The amount derived from the sum of (a) Sections 2.1(a)(y)(i) and (ii) minus (b) Section 2.1 (a)(y)(iii) and (iv) at any time and from time to time shall be referred to as the "Formula Amount". The Revolving Advances shall be evidenced by one or more secured promissory notes (collectively, the "Revolving Credit Note") substantially in the form attached hereto as Exhibit 2.1(a)."

4. Representations. Each Borrower hereby represents and warrants that it has the corporate power and has been duly authorized by all requisite corporate action to execute and deliver this Amendment and to perform its obligations hereunder. Each Borrower hereby represents and warrants that no Default or Event of Default exists under the Agreement or shall result from the execution and delivery of this Amendment.

5. Force and Effect. Each Lender and each Borrower reconfirms and ratifies the Agreement and all Other Documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment, and each Borrower confirms that all such documents have remained in full force and effect since the date of their execution. All Collateral which secures the Obligations shall continue to secure the Obligations, as such Obligations may be increased pursuant to the terms of this Amendment.

6. Governing Law. This Amendment shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

7. Counterparts. This Amendment may be signed by telecopy or original in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Effective Date. This Amendment shall be effective upon (i) the execution and delivery to the Agent of this Amendment by the Borrowers and the Lenders, (ii) the execution and delivery to the Agent and Lenders of replacement Revolving Credit Notes in favor of the

Lenders representing the amount of each Lender's Commitment Percentage of the increased Maximum Revolving Advance Amount, (iii) the execution and delivery to the Agent of a certificate of the secretary or an assistant secretary of each Borrower, including incumbency of the officers signing this Amendment and the Revolving Credit Notes, as well as certification with respect to the resolutions of each such Borrower's board of directors with respect to this Amendment, (iv) delivery of an opinion of counsel of the Borrowers with respect to the due authorization, execution and delivery of this Amendment and the Revolving Credit Notes and such other matters as required by the Agent, and (v) the Borrowers' payment to the Agent, for itself and the benefit of the Lenders, of all fees and expenses required in connection with this Amendment.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND SECURITY AGREEMENT]

Intending to be legally bound, each of the parties has signed this First Amendment to Amended and Restated Revolving Credit and Security Agreement as of the day and year first above written.

ATTEST: L. B. FOSTER COMPANY

/s/David L. Voltz

By:/s/David J. Russo [Seal]

Name: David J. Russo

Title: Senior V.P. and CFO

ATTEST: CXT INCORPORATED

/s/David L. Voltz

By:/s/David J. Russo [Seal]

Name: David J. Russo

Title: Senior V.P. and CFO

ATTEST: NATMAYA, INC.

/s/Gary Tannenbaum

By:/s/Judy Scarborough [Seal]

Name: Judy Scarborough

Title: President

ATTEST: FOSMART, INC.

/s/Gary Tannenbaum

By:/s/Judy Scarborough [Seal]

Name: Judy Scarborough

Title: President

PNC BANK, NATIONAL ASSOCIATION, a
national banking association, as Lender and as
Agent

By:/s/ James M. Steffy

Name: James M. Steffy

Title: Vice President

LASALLE BANK NATIONAL ASSOCIATION

By:/s/Hollis J. Griffin

Name: Hollis J. Griffin

Title: First Vice President

FIRST COMMONWEALTH BANK

By:/s/ Paul J. Oris

Name: Paul J. Oris

Title: S.V.P.
