
Section 1: 8-K (FORM 8-K)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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): **October 30, 2019**

FORESIGHT ENERGY LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36503
(Commission
File Number)

80-0778894
(IRS Employer
Identification No.)

**211 North Broadway
Suite 2600
St. Louis, MO 63102**
(Address, including zip code, of principal executive offices)

Registrant's telephone number, including area code: **(314) 932-6160**

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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common units representing limited partner interests	FELP	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

As previously disclosed, on October 23, 2019, Foresight Energy LLC and Foresight Energy Finance Corporation (wholly owned subsidiaries of Foresight Energy LP (the “**Partnership**”)) (together, the “**Issuers**”) sought the consent of the holders (the “**Holders**”) of the Issuers’ 11.50% Second Lien Senior Secured Notes due 2023 (the “**Notes**”) to amend (such amendments, the “**Amendments**”) the indenture governing the Notes (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”) and sought the consent of the Holders to waive (such waiver, the “**Waivers**”) certain Defaults or Events of Defaults arising under the Indenture, in each case, as more fully described below.

As of October 30, 2019, the Issuers have received consents to the Amendments from Holders of at least a majority in aggregate principal amount of the outstanding Notes not owned by the Issuers or their affiliates. As a result, on October 30, 2019, the Issuers, the guarantors party thereto and Wilmington Trust, National Association, the trustee (the “**Trustee**”) for the Notes, entered into a supplemental indenture (the “**Supplemental Indenture**”) providing for the Amendments to the Indenture.

The Amendments (i) amend Section 6.01(b) of the Indenture to extend the grace period for payment of interest due on the Notes from 30 days to 90 days and (ii) amend Section 4.03(d) of the Indenture to exclude the fiscal period ended September 30, 2019 from the requirement that the Issuers hold a publicly accessible conference call to discuss the Issuers’ financial information for the relevant fiscal period.

Holders of at least a majority in aggregate principal amount of the outstanding Notes not owned by the Issuers or their affiliates also delivered Waivers that waived any Default or Event of Default, including under Section 6.01(b) of the Indenture, arising as a result of the Issuers’ failure to make the interest payment that was due to be paid by the Issuers on October 1, 2019.

The Partnership continues to engage in discussions with its creditor constituencies and explore potential restructuring alternatives.

The foregoing descriptions of the Amendments, the Supplemental Indenture and the Indenture are qualified in their entirety by reference to the full text of the Supplemental Indenture and the Indenture, each of which is incorporated herein by reference to **Exhibit 4.1** and **Exhibit 4.2** to this Current Report on Form 8-K, respectively.

Item 3.03 Material Modification to Rights of Security Holders.

The disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this item by reference.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements and information in this Current Report on Form 8-K, and certain oral statements made by our representatives from time to time, may constitute “forward-looking statements.” The words “propose,” “believe,” “expect,” “anticipate,” “plan,” “intend,” “foresee,” “outlook,” “estimate,” “potential,” “continues,” “may,” “will,” “seek,” “approximately,” “predict,” “anticipate,” “should,” “would,” “could” or other similar expressions are intended to identify forward-looking statements, which are generally not historical in nature. Forward-looking statements also include statements about our liquidity, our capital structure and expected results of operations. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. While management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that the future developments affecting us will be those that we anticipate.

We continue to experience substantial financial, business, operational and reputational risks that threaten our ability to continue as a going concern and could materially affect our present expectations and projections. For additional information regarding known material factors that could cause our actual results to differ from those contained in or implied by forward-looking statements, please see the section entitled “Risk Factors” in the Partnership’s: (i) Annual Report on Form 10-K for the year ended December 31, 2018, filed with the Securities and Exchange Commission on February 27, 2019 and (ii) subsequently filed Quarterly Reports on Form 10-Q.

You are cautioned not to place undue reliance on forward-looking statements, which are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit Description</u>
4.1	<u>First Supplemental Indenture, dated as of October 30, 2019 (to the Indenture dated as of March 28, 2017), by and among Foresight Energy LLC, Foresight Energy Finance Corporation, the guarantors party thereto and Wilmington Trust, National Association, as trustee.</u>
4.2	<u>Indenture, dated as of March 28, 2017, by and among Foresight Energy LLC, Foresight Energy Finance Corporation, the guarantors party thereto and Wilmington Trust, National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to FELP's Current Report on Form 8-K, filed with the SEC on April 3, 2017).</u>

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 hereunto duly authorized.

Date: October 31, 2019

FORESIGHT ENERGY LP

By: Foresight Energy GP LLC, its general partner

By: /s/ Robert D. Moore

Robert D. Moore
Chairman of the Board, President and Chief Executive Officer

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Section 2: EX-4.1 (EXHIBIT 4.1)

EXHIBIT 4.1

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE to the Indenture (as defined below) (the “*Supplemental Indenture*”), dated as of October 30, 2019, is made by and among Foresight Energy LLC, a Delaware limited liability company (the “*Company*”), Foresight Energy Finance Corporation, a Delaware corporation (“*Co-Issuer*”, and together with the Company, the “*Issuers*”), the guarantors party hereto (the “*Guarantors*”) and Wilmington Trust, National Association, as trustee (in such capacity, the “*Trustee*”), and amends the Indenture, dated as of March 28, 2017, among the Issuers, the Guarantors and the Trustee (as amended and supplemented from time to time, the “*Indenture*”).

RECITALS:

WHEREAS, pursuant to the Indenture, the Issuers have issued \$425,000,000 in aggregate principal amount of 11.50% Second Lien Senior Secured Notes due 2023 (the “*Notes*”);

WHEREAS, the Issuers have requested consents of the Holders of the Notes to amend the terms of the Indenture as set forth in Article I herein (the “*Proposed Amendments*”);

WHEREAS, pursuant to Section 9.02 of the Indenture, the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Notes (the “*Requisite Consents*”) is sufficient to adopt the Proposed Amendments set forth in Article I;

WHEREAS, the holders of at least a majority in aggregate principal amount of the Notes outstanding (which excludes any Notes owned by the Issuers or their affiliates) have validly tendered consents and not validly withdrawn their consents to the adoption of the Proposed Amendments effected by this Supplemental Indenture in accordance with the provisions of the Indenture;

WHEREAS, having received the Requisite Consents for all of the Proposed Amendments, the Issuers and the Guarantors desire to

amend the Indenture as provided herein;

WHEREAS, the Issuers have delivered to the Trustee, pursuant to Section 9.02 of the Indenture, an Officer's Certificate stating that the Issuers have received the Requisite Consents, and have provided copies of such consents to the Trustee;

WHEREAS, the Issuers have also delivered to the Trustee, pursuant to Sections 7.02(b), 9.02 and 9.05 of the Indenture, (i) a resolution of the Board of Directors of the Company authorizing the execution of this Supplemental Indenture, and (ii) an Officer's Certificate and an Opinion of Counsel, each stating that the execution of this Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent to the execution and delivery of this Supplemental Indenture have been satisfied; and

WHEREAS, all other conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument enforceable in accordance with its terms have been performed and fulfilled by the parties hereto, and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I AMENDMENTS

Section 1.01. Amendments to Indenture.

- (i) Section 6.01(b) of the Indenture is hereby amended and restated in its entirety to read as follows:

“(b) the Issuers default in the payment of interest on any Note when the same becomes due and payable, and the default continues for a period of 90 days;”

- (ii) Section 4.03(d) of the Indenture is hereby amended and restated in its entirety to read as follows:

“(d) So long as any Notes are outstanding, except for the fiscal period ended September 30, 2019, the Company will also: (a) not later than 10 Business Days after providing the information required by Section 4.03(a)(1) hereof, hold a publicly accessible conference call to discuss such information for the relevant fiscal period; and (b) issue a press release to an internationally recognized wire service no fewer than three Business Days prior to the date of the conference call required by the foregoing clause (a) of this Section 4.03(d), announcing the time and date of such conference call and either including all information necessary to access the call or directing Holders of the Notes, prospective investors, broker dealers and securities analysts to contact the appropriate person at the Issuers to obtain such information.”

ARTICLE II MISCELLANEOUS

Section 2.01. Effectiveness. This Supplemental Indenture shall become effective upon the execution and delivery of the Supplemental Indenture by the parties hereto.

Section 2.02. Confirmation. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall

remain in full force and effect. For the avoidance of doubt, this Supplemental Indenture shall not impair or affect the contractual right of any Holder of a Note or Notes to receive any principal payment or interest payment on such Holder's Note or Notes, on or after the Stated Maturity thereof, or to institute suit for the enforcement of any such payment. Upon the execution and delivery of this Supplemental Indenture by the Issuers, the Guarantors and the Trustee, this Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Any and all references to the Indenture, whether within the Indenture or in any notice, certificate or other instrument or document, shall be deemed to include a reference to this Supplemental Indenture (whether or not made), unless the context shall otherwise require.

Section 2.03. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, .pdf transmission or other electronic means shall constitute effective execution and delivery of this Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or .pdf transmission or other electronic means shall be deemed to be their original signatures for all purposes.

Section 2.04. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

Section 2.05. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.06. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.07. Acceptance by the Trustee. The Trustee accepts the amendments to the Indenture effected by this Supplemental Indenture and agrees to execute the trusts created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture; *provided, however*, that to the extent the Requisite Consents of Holders of Notes to any amendment effected by or delivered in connection with this Supplemental Indenture are determined by a court of competent jurisdiction to have not been validly obtained in accordance with the Indenture or applicable laws, such amendment shall not be deemed to have occurred.

Section 2.08. Trustee Disclaimer. The recitals contained herein and the statements made in any Officer's Certificate shall be taken as the statements of the Issuers, and the Trustee assumes no responsibility for their correctness, and none of the recitals contained herein or the statements made in any Officer's Certificate are intended to or shall be construed as statements made or agreed to by the Trustee. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or the consequences of any amendment provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

ISSUERS:

FORESIGHT ENERGY LLC, as Issuer

By: /s/ Robert D. Moore

Name: Robert D. Moore

Title: President and Chief Executive Officer

FORESIGHT ENERGY FINANCE CORPORATION, as Co-Issuer

By: /s/ Robert D. Moore

Name: Robert D. Moore

Title: President and Chief Executive Officer

[Signature Page – First Supplemental Indenture]

GUARANTORS:

ADENA RESOURCES, LLC
AKIN ENERGY LLC
AMERICAN CENTURY MINERAL LLC
AMERICAN CENTURY TRANSPORT LLC
COAL FIELD CONSTRUCTION COMPANY LLC
COAL FIELD REPAIR SERVICES LLC
FORESIGHT COAL SALES LLC
FORESIGHT ENERGY EMPLOYEE SERVICES
CORPORATION
FORESIGHT ENERGY LABOR LLC
FORESIGHT ENERGY SERVICES LLC
HILLSBORO TRANSPORT LLC
LD LABOR COMPANY LLC
LOGAN MINING LLC
M-CLASS MINING, LLC
MACH MINING, LLC
MACOUPIN ENERGY LLC
MARYAN MINING LLC
OENEUS LLC D/B/A SAVATRAN LLC
SENECA REBUILD LLC
SITRAN LLC
SUGAR CAMP ENERGY, LLC
TANNER ENERGY LLC
VIKING MINING LLC
WILLIAMSON ENERGY, LLC

By: /s/ Robert D. Moore

Name: Robert D. Moore

Title: President and Chief Executive Officer

[Signature Page – First Supplemental Indenture]

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nedine P. Sutton

Name: Nedine P. Sutton

Title: Vice President

[Signature Page – First Supplemental Indenture]

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