

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): July 5, 2023

FTAI INFRASTRUCTURE INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-41370
(Commission File Number)

87-4407005
(I.R.S. Employer Identification No.)

1345 Avenue of the Americas, 45th Floor
New York, New York 10105
(Address of principal executive offices) (Zip Code)

(212) 798-6100
(Registrant's telephone number, including area code)

(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:

- 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:

Title of each class
Common Stock, par value \$0.01 per share

Trading Symbol(s)
FIP

Name of each exchange on which registered
The Nasdaq Global Select Market

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.

Offering of Additional Notes

On July 5, 2023, FTAI Infrastructure Inc., a Delaware corporation (the “Company”) closed its previously announced private offering of an additional \$100.0 million aggregate principal amount of 10.500% senior secured notes due 2027 (the “Additional Notes”), at an issue price equal to 95.50% of principal, plus accrued interest from and including June 1, 2023. The Additional Notes were issued pursuant to an indenture, dated as of July 7, 2022 (the “Initial Indenture”), between FTAI Infra Escrow Holdings, LLC (the “Escrow Issuer” and formerly a subsidiary of the Company) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) and notes collateral agent, as supplemented by the First Supplemental Indenture, dated as of July 25, 2022 (the “First Supplemental Indenture”), between the Escrow Issuer and the Trustee, the Second Supplemental Indenture, dated as of August 1, 2022 (the “Second Supplemental Indenture”), between the Company, the guarantors (as defined below) and the Trustee, and the Third Supplemental Indenture dated as of July 5, 2023 (the “Third Supplemental Indenture,” and the Initial Indenture as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the “Indenture”) between the Company, the guarantors and the Trustee. The Company is filing the Third Supplemental Indenture as Exhibit 4.1 to this Current Report on Form 8-K, which is incorporated by reference herein.

The original 10.500% senior secured notes due 2027 were issued in an aggregate principal amount of \$450.0 million on July 7, 2022 and on July 25, 2022, the Escrow Issuer issued \$50.0 million aggregate principal amount of additional notes (collectively, the “Existing Notes,” together with the Additional Notes, the “Notes”). After giving effect to the issuance of the Additional Notes, there are \$600.0 million of Notes outstanding as of the date hereof. The Additional Notes and the Existing Notes have identical terms, other than with respect to the date of issuance and the issue price, and will be treated as a single class for all purposes under the Indenture, including waivers, amendments, redemptions and offers to purchase. For a description of the terms of the Indenture and the Notes, see the Company’s Current Reports on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on July 7, 2022, July 25, 2022 and August 1, 2022 with respect to the Initial Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Existing Notes, respectively. The Company intends to use the net proceeds from the offering to repay the amount outstanding under the Transtar revolver and bridge loan credit agreement and the commitments thereunder will be terminated in connection with the closing of the offering. The Company intends to use the remainder of net proceeds for general corporate purposes.

The Notes are unconditionally guaranteed, jointly and severally, by all of the Company’s subsidiaries other than Excluded Subsidiaries (as defined in the Indenture) (collectively, the “guarantors”), which such Excluded Subsidiaries constitute all of the Company’s subsidiaries other than subsidiaries comprising the Transtar business.

The Notes are (1) the senior obligations of the Company and the guarantors and secured, subject to permitted liens and certain other exceptions, by a first-priority lien on substantially all tangible and intangible assets of the Company and the guarantors on an equal and ratable basis with all future senior secured obligations of the Company and the applicable guarantor that constitute Equal Priority Obligations (as defined in the Indenture), (2) effectively senior to the Company’s and the guarantors’ existing and future debt that is not secured by the Collateral (as defined in the Indenture), to the extent of the value of the Collateral, and (3) rank (i) equal in right of payment with all existing and future senior indebtedness of the Company or the applicable guarantor, as the case may be, (ii) senior in right of payment to all existing and future subordinated indebtedness of the Company and the guarantors, (iii) effectively senior to all existing and future unsecured indebtedness and indebtedness that is not secured by the Collateral of the Company and the applicable guarantor, to the extent of the value of the Collateral (after giving effect to the sharing of such value with holders of equal or prior ranking liens on the Collateral), (iv) effectively junior to all indebtedness of the Company and the guarantors secured by assets that are not Collateral to the extent of the value of such assets, (v) equal to all existing and future indebtedness of the Company and the guarantors that is secured by the Collateral on a first-priority basis, to the extent of the value of the Collateral and (vi) structurally subordinated to all holders of indebtedness, other liabilities (including trade creditors) and preferred stock of the Company’s non-guarantor subsidiaries and unconsolidated entities.

The Notes bear interest at a rate of 10.500% per annum, payable semi-annually in arrears on June 1 and December 1 of each year to persons who are holders of record of the Notes on the immediately preceding May 15 and November 15, respectively.

The Indenture limits the ability of the Company and its restricted subsidiaries to, among other things, incur indebtedness, encumber their assets, make restricted payments, create dividend restrictions and other payment restrictions that affect the Company’s restricted subsidiaries, permit certain subsidiaries to incur or guarantee certain indebtedness, enter into transactions with affiliates and sell assets, in each case subject to certain qualifications and exceptions set forth in the Indenture.

In the event of a Change of Control (as defined in the Indenture), each holder of the Notes will have the right to require the Company to repurchase all or any part of that holder’s Notes at a purchase price of 101% of the principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, to, but not including, the date of such repurchase.

The Notes will mature on June 1, 2027. Prior to June 1, 2025, the Company may redeem some or all of the Notes at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to, but not including the applicable redemption date, plus a “make-whole” premium. On or after June 1, 2025, the Company may redeem some or all of the Notes at any time at declining redemption prices (in each case expressed as a percentage of the principal amount on the redemption date) equal to (i) 105.250% beginning on June 1, 2025, and (ii) 100.000% beginning on June 1, 2026 and thereafter, plus, in each case, accrued and unpaid interest, if any, to, but not including, the applicable redemption date. In addition, the Company may also redeem up to 40% of the aggregate principal amount of the Notes at any time prior to June 1, 2025, with the net proceeds from certain equity offerings, subject to the satisfaction of certain conditions.

The foregoing description of the Indenture contained herein does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Indenture.

The Additional Notes have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and, unless so registered, may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 is incorporated by reference into this Item 2.03.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 27, 2023, the Company’s board of directors approved a Certificate of Amendment (the “Amendment”) to the Certificate of Designations for its Series A Preferred Stock (the “Certificate of Designations”), which amends certain provisions of the Certificate of Designations to increase the aggregate principal amount of outstanding indebtedness that the Company and its subsidiaries may incur in order to facilitate the issuance of the Additional Notes, subject to obtaining the prior affirmative vote or consent of the Majority Holders (as defined in the Certificate of Designations) to such Amendment. On June 28, 2023, the holders of our Series A Preferred Stock (the “Series A Holders”) executed a unanimous written consent (the “Series A Consent”) pursuant to which the Series A Holders authorized, consented to and approved the offering of the Additional Notes and the Amendment, subject to certain customary conditions. On July 5, 2023, the Series A Consent became effective and the Company filed the Amendment with the Secretary of State of the State of Delaware.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.1	Certificate of Amendment to the Certificate of Designations of Series A Senior Preferred Stock of FTAI Infrastructure Inc.
4.1	Third Supplemental Indenture, dated as of July 5, 2023, between FTAI Infrastructure Inc. and U.S. Bank Trust Company, National Association, as trustee and notes collateral agent.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

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.

FTAI INFRASTRUCTURE INC.

By: /s/ Kenneth J. Nicholson

Name: Kenneth J. Nicholson

Title: Chief Executive Officer and President

Date: July 5, 2023

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF DESIGNATIONS
OF
SERIES A SENIOR PREFERRED STOCK
OF
FTAI INFRASTRUCTURE INC.

(Pursuant to Sections 242 and 228 of the General Corporation Law of the State of Delaware)

FTAI Infrastructure Inc., a Delaware corporation (hereinafter, the “Corporation”), does hereby certify as follows:

FIRST: Section 8(a)(xi) of the Corporation’s Certificate of Designations of the Series A Senior Preferred Stock (the “Certificate of Designations”) is hereby amended to read in its entirety as set forth below:

“(xi) with respect to the Company and each Intermediate Holding Company, Incur, directly or indirectly, any Indebtedness other than (v) Acquisition Indebtedness; (w) [reserved], (x) any Indebtedness in respect of the Series A Preferred Stock, (y) Indebtedness in an aggregate outstanding principal amount not to exceed the Company Debt Cap at any time Incurred pursuant to the Senior Debt Agreement (including any supplement thereto) or any Permitted Refinancing Indebtedness in respect thereof and (z) at any time the LTM Unlevered Free Cash Flow Condition is satisfied, other Indebtedness that is not prohibited by the Senior Debt Agreement; *provided*, that the Company shall, and shall cause each Intermediate Holding Company to, comply with Section 8(a)(vi) herein;”

SECOND: Section 8(a)(xiii) of the Certificate of Designations is hereby amended to read in its entirety as set forth below:

“(xiii) cause or permit Transtar to Incur, directly or indirectly, any Indebtedness other than (x) guarantees of Indebtedness of the Company or any Intermediate Holding Company permitted pursuant to Section 8(a)(xi)(y), (y) [reserved] and (z) at any time the LTM Unlevered Free Cash Flow Condition is satisfied, other Indebtedness that is not prohibited by the Senior Debt Agreement; *provided*, that the Company shall cause Transtar to comply with Section 8(a)(vi) and Section 8(a)(xvi) herein;”

THIRD: Section 8(a)(xvi) of the Certificate of Designations is hereby amended to read in its entirety as set forth below:

“(xvi) other than with respect to any Permitted Inter-Silo Transactions, permit (a) a member of any Silo (X) to be an obligor in respect of any Indebtedness in respect of which any member of a different Silo is an obligor or (Y) to provide a Guarantee with respect to any Indebtedness or other obligation of a member of a different Silo (*provided*, that members of different Silos shall be permitted to provide a Guarantee in respect of Indebtedness Incurred pursuant to the Senior Debt Agreement (including any supplement thereto) and any Permitted Refinancing Indebtedness in respect thereof, to the extent required pursuant to the terms of the Senior Debt Agreement); (b) a member of any Silo to make or hold any Investment in a member of a different Silo; (c) a member of any Silo to sell, convey, transfer, or otherwise dispose of property or assets to any member of a different Silo; (d) any member of a Silo to enter into or suffer to exist any transaction with any member of another Silo (an “Inter-Silo Transaction”) except to the extent such transaction would be permitted as an Affiliate Transaction by such first member with an Affiliate under Section 8(a)(iii) herein, treating only Permitted Inter-Silo Transactions as Permitted Affiliate Transactions for this purpose; (e) a member of any Silo to make a Restricted Payment if the proceeds of such Restricted Payment are ultimately used, whether directly or indirectly (including by way of a subsequent Investment), to fund any member of a different Silo; (f) the members of more than one Silo to have the same direct or indirect parent, unless such parent is the Company or an Intermediate Holding Company; or (g) the members of any Silo to operate any business other than the business operated by such Silo on the Subscription Agreement Date or date on which such Silo is acquired or created by the Company and its Subsidiaries, as applicable, and any business that is a natural outgrowth or a reasonable extension, development or expansion of such business;”

FOURTH: Section 14 of the Certificate of Designations is hereby amended by deleting the following defined terms in their entirety and substituting the following defined terms listed below in lieu thereof:

““Company Debt Cap” means (a) \$600,000,000 minus (b) any principal amounts Incurred pursuant to the Senior Debt Agreement (including any supplement thereto) (or any Permitted Refinancing Indebtedness in respect thereof) that are subsequently permanently repaid, prepaid, redeemed, purchased, defeased or otherwise satisfied (other than in connection with a refinancing, refunding, replacement, renewal or other similar transaction with respect thereto).”

““Permitted Liens” means (a) other than with respect to the Company, any Intermediate Holding Company and any direct or indirect Lien on the assets of or Equity Interests in Transtar, any Lien not prohibited by the Senior Debt Agreement, (b) with respect to any Lien on the assets of or Equity Interests in Transtar (other than Liens securing Indebtedness permitted to be Incurred pursuant to Section 8(a)(xi) and Section 8(a)(xiii)(x)), at any time the LTM Unlevered Free Cash Flow Condition is satisfied, Liens not prohibited by the Senior Debt Agreement, (c) Liens securing Indebtedness permitted to be Incurred pursuant to Section 8(a)(xi) and Section 8(a)(xiii)(x) and (d) Liens not securing Indebtedness for borrowed money permitted pursuant to clauses (1), (2), (3), (4), (5), (11), (12), (13), (14), (16), (21), (22), (23), (24), (25), (26), (27), (28), (31), (32) and (33) of the definition of Permitted Liens in the Senior Debt Agreement.”

“Senior Debt Agreement” means the Indenture, dated as of July 7, 2022, by and among FTAI Infra Escrow Holdings, LLC, a Delaware limited liability company (the “Escrow Issuer”), and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) and as notes collateral agent (the “Notes Collateral Agent”), as supplemented by that certain First Supplemental Indenture, dated as of July 25, 2022, by and among the Escrow Issuer and the Trustee and Notes Collateral Agent, that certain Second Supplemental Indenture, dated as of August 1, 2022, by and among the Company, Percy, Transtar, LLC, a Delaware limited liability company, Birmingham Southern Railroad Company, an Alabama corporation, Delray Connecting Railroad Company, a Michigan corporation, Gary Railway Company, a Delaware corporation, Fairfield Southern Company, Inc., an Alabama corporation, Lorain Northern Company, a Delaware corporation, Texas & Northern Railway Company, a Texas corporation, The Lake Terminal Railroad Company, a Delaware corporation, Tracks Traffic and Management Services, Inc., a Delaware corporation, Union Railroad Company, LLC, a Delaware limited liability company, and the Trustee and Notes Collateral Agent, and that certain Third Supplemental Indenture, dated as of July 5, 2023, by and among the Company, Percy, Transtar, LLC, a Delaware limited liability company, Birmingham Southern Railroad Company, an Alabama corporation, Delray Connecting Railroad Company, a Michigan corporation, Gary Railway Company, a Delaware corporation, Fairfield Southern Company, Inc., an Alabama corporation, Lorain Northern Company, a Delaware corporation, Texas & Northern Railway Company, a Texas corporation, The Lake Terminal Railroad Company, a Delaware corporation, Tracks Traffic and Management Services, Inc., a Delaware corporation, Union Railroad Company, LLC, a Delaware limited liability company, and the Trustee and Notes Collateral Agent as in effect on July 5, 2023.”

FIFTH: The foregoing amendment was duly adopted in accordance with Sections 242 and 228 of the General Corporation Law of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, FTAI Infrastructure Inc. has caused this Certificate of Amendment to be duly executed in its corporate name this 5th day of July, 2023.

FTAI INFRASTRUCTURE INC.

By: /s/ Kenneth Nicholson

Name: Kenneth Nicholson

Title: Chief Executive Officer

[Signature Page to Certificate of Designation Amendment]

THIRD SUPPLEMENTAL INDENTURE, (this "Supplemental Indenture"), dated as of July 5, 2023, among FTAI Infrastructure Inc., a Delaware corporation (the "Issuer"), the signatories party hereto under the heading "GUARANTORS" on the signature page hereto (the "Guarantors," and each a "Guarantor") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and as notes collateral agent (the "Notes Collateral Agent").

WITNESSETH

WHEREAS, FTAI Infra Escrow Holdings, LLC, a Delaware limited liability company (the "Escrow Issuer"), formerly a subsidiary of the Issuer, has issued \$450,000,000 aggregate principal amount of 10.500% Senior Secured Notes due 2027 (the "Initial Secured Notes") pursuant to an indenture dated as of July 7, 2022 by and among the Escrow Issuer, the Trustee and the Notes Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Initial Indenture");

WHEREAS, on July 25, 2022, the Escrow Issuer issued an additional \$50,000,000 aggregate principal amount of 10.500% Senior Secured Notes due 2027 (the "2022 Additional Secured Notes" and together with the Initial Secured Notes the "Existing Secured Notes"), under the First Supplemental Indenture, by and among the Escrow Issuer, the Trustee and the Notes Collateral Agent;

WHEREAS, upon the consummation of the Issuer's spin-off from FTAI Aviation Ltd. (f/k/a Fortress Transportation and Infrastructure Investors LLC) on August 1, 2022, the Escrow Issuer merged with and into the Issuer, and the Issuer and the Guarantors party thereto entered into the Second Supplemental Indenture, by and among the Issuer (as issuer of the Existing Secured Notes), the Guarantors party thereto, the Trustee and the Notes Collateral Agent;

WHEREAS, the Issuer and each Guarantor entered into a security agreement, dated as of August 1, 2022, by and among the Issuer, the Guarantors and the Notes Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Issuer wishes to issue \$100,000,000 in aggregate principal amount of Notes on the date hereof as "Additional Notes" under the Initial Indenture (the "Additional Notes"); and

WHEREAS, pursuant to Sections 2.01, 2.02 and 9.01 of the Initial Indenture, the Issuer, the Guarantors, the Trustee and the Notes Collateral Agent may supplement the Initial Indenture to provide for the issuance of the Additional Notes without the consent of the Holders.

NOW, THEREFORE, the Issuer, the Guarantors, the Trustee and the Notes Collateral Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Additional Notes:

SECTION 1. Definitions. Unless otherwise provided herein, the capitalized terms used and not defined herein have the meanings ascribed to such terms in the Initial Indenture.

SECTION 2. Additional Notes. The Additional Notes are hereby issued on the date of this Supplemental Indenture under the Initial Indenture, will accrue interest from and including June 1, 2023 and shall be subject to the restrictions on transfer contained in the Initial Indenture and in the Private Placement Legend.

SECTION 3. Collateral. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Notes Obligations (including, in any event, the Secured Notes Obligations in respect of the Additional Notes (the "Additional Secured Notes Obligations")), each of the Issuer and each Guarantor (each, a "Grantor") hereby pledges, collaterally assigns, mortgages, transfers and grants to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Notes Secured Parties, a continuing security interest in all of its right in, and title and interest to and under, all of the Collateral (as defined in the Initial Indenture), whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, and regardless of where located. Notwithstanding the foregoing, for the avoidance of doubt, the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset (as defined in the Initial Indenture). For the avoidance of doubt, the security interest granted herein is duplicative of the security interest granted in the Security Agreement, does not affect the validity, scope or existence of the security interest created pursuant to the Security Agreement and shall not be junior to the liens granted pursuant to the Security Agreement, and the Additional Secured Notes Obligations shall be secured on a *pari passu* basis with the other Secured Notes Obligations. The security interests granted pursuant to this Section 3 shall be governed by the same terms, covenants and conditions governing the security interests granted pursuant to the Security Agreement.

Each Grantor hereby authorizes the Notes Collateral Agent (but without obligation) to file all financing statements and amendments and continuations thereto with respect to the Collateral naming such Grantor as debtor and the Notes Collateral Agent as secured party, in form appropriate for filing under the UCC of the relevant jurisdiction. Each Grantor shall pay any applicable filing fees, recordation fees and related reasonable expenses relating to its Collateral in accordance with Section 13.01 of the Initial Indenture. Any financing statement filed by the Grantors or the Notes Collateral Agent may be filed in any filing office in any applicable UCC jurisdiction and may (i) indicate the Collateral (A) as all assets of the applicable Grantor whether now owned or hereafter acquired or arising or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (B) by any other description which reasonably approximates the description contained in the Security Agreement and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment. Each Grantor agrees to furnish any such information reasonably requested by the Notes Collateral Agent to the Notes Collateral Agent promptly upon such request. Notwithstanding the foregoing or anything to the contrary contained herein, (i) the Notes Collateral Agent shall have no responsibility or obligation for the determination, preparation, recording, filing, re-recording or re-filing of any financing statement, continuation statement or any other instrument in any public office and (ii) each Grantor agrees to prepare, record and file, at its own expense, financing statements (and amendments or continuation statements when applicable) with respect to the Collateral now existing or hereafter created meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect and maintain perfected the security interest created, or intended to be created, by this Supplemental Indenture or the Security Agreement in the Collateral, and to deliver a file stamped copy of each such financing statement or other evidence of filing to the Notes Collateral Agent.

SECTION 4. Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 5. Waiver of Jury Trial. EACH OF THE ISSUER, THE GUARANTORS, THE TRUSTEE AND THE NOTES COLLATERAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

SECTION 6. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture shall give to any Person, other than the parties hereto, any Paying Agent, any Transfer Agent, any Registrar and its successors hereunder and the Holders any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

SECTION 7. Successors. All agreements of the Issuer and Guarantors in this Supplemental Indenture shall bind their successors, as applicable. All agreements of the Trustee or any Agent in this Supplemental Indenture shall bind its successors.

SECTION 8. Counterparts. This Supplemental Indenture may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. Any signature to this Supplemental Indenture may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties that it has the corporate or other capacity and authority to execute this Supplemental Indenture through electronic means and there are no restrictions for doing so in that party's constitutive documents.

SECTION 9. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10. Ratification of Initial Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Initial Indenture is in all respects ratified and confirmed, and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Initial Indenture for all purposes, and each Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby and entitled to the benefits hereof.

ISSUER:

FTAI INFRASTRUCTURE INC.

By: /s/ Kenneth Nicholson

Name: Kenneth Nicholson

Title: Chief Executive Officer and President

GUARANTORS:

PERCY ACQUISITION LLC

By: /s/ Joseph P. Adams, Jr.

Name: Joseph P. Adams, Jr.

Title: President

TRANSTAR, LLC

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

DELRAY CONNECTING RAILROAD COMPANY

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

GARY RAILWAY COMPANY

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

[Signature Page to Supplemental Indenture]

TRACKS TRAFFIC AND MANAGEMENT SERVICES, INC.

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

TEXAS & NORTHERN RAILWAY COMPANY

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

BIRMINGHAM SOUTHERN RAILROAD COMPANY

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

FAIRFIELD SOUTHERN COMPANY, INC.

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

UNION RAILROAD COMPANY, LLC

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

THE LAKE TERMINAL RAILROAD COMPANY

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

[Signature Page to Supplemental Indenture]

LORAIN NORTHERN COMPANY

By: /s/ Matthew Fearing

Name: Matthew Fearing

Title: Secretary

[Signature Page to Supplemental Indenture]

TRUSTEE AND NOTES COLLATERAL AGENT:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee and as Notes Collateral Agent

By: /s/ Joshua A. Hahn

Name: Joshua A. Hahn

Title: Vice President

[Signature Page to Supplemental Indenture]
