

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 25, 2022

FTAI INFRASTRUCTURE LLC

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-41370
(Commission File Number)

87-4407005
(IRS 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)

Not Applicable
(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:	Trading Symbol(s):	Name of each exchange on which registered:
Common Stock, par value \$0.01 per share	FIP	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.

Offering of Additional Notes

On July 25, 2022, FTAI Infrastructure LLC, a Delaware limited liability company (“FTAI Infrastructure”), and a subsidiary of Fortress Transportation and Infrastructure Investors LLC (“FTAI”), closed its previously announced private offering of an additional \$50.0 million aggregate principal amount of 10.500% senior secured notes due 2027 (the “Additional Notes”), at an issue price equal to 94.585% of principal, plus accrued interest from and including July 7, 2022. The Additional Notes were issued pursuant to an indenture, dated as of July 7, 2022 (the “Base Indenture”), between the Escrow Issuer (as defined below) 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”; the Base Indenture as so supplemented, the “Indenture”). FTAI Infrastructure is filing the First 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 (the “Original Notes”, together with the Additional Notes, the “Notes”). After giving effect to the issuance of the Additional Notes, there are \$500.0 million of Notes outstanding as of the date hereof. The Additional Notes and the Original Notes have identical terms, other than with respect to the date of issuance, 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 FTAI’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on July 7, 2022, with respect to the Base Indenture and the Original Notes.

The offering was made in connection with the proposed distribution by FTAI of all of the outstanding shares of common stock of FTAI Infrastructure Inc. (the “spin-off”). Prior to the consummation of the spin-off, FTAI Infrastructure will convert to a Delaware corporation and will change its name to FTAI Infrastructure Inc. (such corporation, the “Company”). The Additional Notes were initially issued through a subsidiary of FTAI Infrastructure, FTAI Infra Escrow Holdings, LLC, a Delaware limited liability company (the “Escrow Issuer”). Upon consummation of the spin-off, the Escrow Issuer will be merged with and into the Company and the Company will become the issuer of the Additional Notes. Following the spin-off, the Company will hold, directly or indirectly, all of FTAI’s infrastructure business. The Company intends to distribute the net proceeds from the offering to FTAI in connection with the spin-off. FTAI intends to use a portion of such net proceeds from the offering to repay certain of its outstanding indebtedness.

Prior to the spin-off, the Notes will not be guaranteed and will be secured solely by funds held in the segregated escrow account until the release of the funds from the escrow account in connection with the spin-off or the Notes are otherwise required to be redeemed pursuant to their terms and the terms of the amended and restated escrow agreement, dated as of July 25, 2022, among U.S. Bank Trust Company, National Association, as escrow agent and securities intermediary, U.S. Bank Trust Company, National Association, as trustee, and the Escrow Issuer. If, among other things, the spin-off is not consummated by September 10, 2022, the Escrow Issuer will be required to redeem all of the Notes on the Special Mandatory Redemption Date (as defined in the Indenture) in accordance with the terms of the Indenture at a redemption price equal to 100% of the initial issue price of the Notes, plus accrued and unpaid interest from the issue date, to, but excluding, the Special Mandatory Redemption Date.

Following the spin-off, the obligations of FTAI Infrastructure pursuant to the Notes will be unconditionally guaranteed, jointly and severally, by all of the subsidiaries of FTAI Infrastructure other than Excluded Subsidiaries (as defined in the Indenture) (collectively, the “guarantors”), which such Excluded Subsidiaries, following the spin-off, will constitute all of the subsidiaries of FTAI Infrastructure other than the subsidiaries comprising the Transtar business.

Following the spin-off, the Notes will (1) be the senior obligations of FTAI Infrastructure 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 FTAI Infrastructure and the guarantors on an equal and ratable basis with all future senior secured obligations of FTAI Infrastructure and the applicable guarantor that constitute Equal Priority Obligations (as defined in the Indenture), (2) be effectively senior to our and our 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 FTAI Infrastructure or the applicable guarantor, as the case may be, (ii) senior in right of payment to all existing and future subordinated indebtedness of FTAI Infrastructure and the guarantors, (iii) effectively senior to all existing and future unsecured indebtedness and indebtedness that is not secured by the Collateral of FTAI Infrastructure 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 FTAI Infrastructure 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 FTAI Infrastructure 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 our non-guarantor subsidiaries and unconsolidated entities.

The Notes will bear interest at a rate of 10.500% per annum, payable semi-annually in arrears on June 1 and December 1 of each year, commencing on December 1, 2022, 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 FTAI Infrastructure 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 FTAI Infrastructure’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 FTAI Infrastructure 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, FTAI Infrastructure 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, FTAI Infrastructure 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, FTAI Infrastructure 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 Base Indenture, as supplemented by the First Supplemental 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 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	First Supplemental Indenture, dated as of July 25, 2022, between FTAI Infra Escrow Holdings, LLC 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.

Cautionary Language Regarding Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, including but not limited to the Company’s anticipated use of the net proceeds from the offerings and statements regarding the proposed spin-off. Forward-looking statements are not statements of historical fact but instead are based on our present beliefs and assumptions and on information currently available to the Company. You can identify these forward-looking statements by the use of forward-looking words such as “outlook,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “could,” “seeks,” “approximately,” “predicts,” “intends,” “plans,” “estimates,” “anticipates,” “target,” “projects,” “contemplates” or the negative version of those words or other comparable words. Any forward-looking statements contained in this communication are based upon our historical performance and on our current plans, estimates and expectations in light of information currently available to us. The inclusion of this forward-looking information should not be regarded as a representation by us that the future plans, estimates or expectations contemplated by us will be achieved. Such forward-looking statements are subject to various risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business, prospects, growth strategy and liquidity. Accordingly, there are or will be important factors that could cause our actual results to differ materially from those indicated in these statements, including, but not limited to, the risk factors set forth in (i) “Risk Factors” of FTAI Infrastructure’s registration statement on Form 10, filed with the SEC on April 29, 2022, as amended on May 24, 2022, July 1, 2022 and July 12, 2022 and (ii) “Risk Factors” of FTAI Infrastructure’s Information Statement filed as Exhibit 99.1 to FTAI Infrastructure’s Current Report on Form 8-K filed with the SEC on July 15, 2022.

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 LLC

By: /s/ Kenneth J. Nicholson

Name: Kenneth J. Nicholson

Title: Chief Executive Officer and President

Date: July 25, 2022

Execution Version

FIRST SUPPLEMENTAL INDENTURE, dated as of July 25, 2022 (this "Supplemental Indenture"), to the Indenture (as defined below), between FTAI Infra Escrow Holdings, LLC, a Delaware limited liability company (the "Issuer"), and U.S. Bank Trust Company, National Association, as Trustee (the "Trustee") and collateral agent (the "Notes Collateral Agent").

WITNESSETH

WHEREAS, the Issuer has executed and delivered to the Trustee and the Notes Collateral Agent an indenture (the "Indenture"), dated as of July 7, 2022, providing for the issuance of 10.500% senior secured notes due 2027 (the "Notes");

WHEREAS, the Issuer wishes to issue \$50,000,000 in aggregate principal amount of the Notes (the "Additional Notes") as "Additional Notes" under the Indenture; and

WHEREAS, pursuant to Sections 2.01, 2.02 and 9.01(9) of the Indenture, the Issuer, the Trustee and the Notes Collateral Agent may supplement the Indenture to provide for the issuance of Additional Notes without the consent of the Holders.

NOW, THEREFORE, the Issuer, 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 Indenture.

SECTION 2. Additional Notes. The Additional Notes are hereby issued under the Indenture, will accrue interest from and including July 7, 2022 and shall be subject to the restrictions on transfer contained in the Indenture and in the Private Placement Legend. The Special Mandatory Redemption Price with respect to the Additional Notes shall be 100% of the initial issue price of the Additional Notes (excluding for such purpose the amount of accrued interest on the Additional Notes from July 7, 2022 to the date hereof) plus accrued and unpaid interest from the Issue Date to, but excluding, the Special Mandatory Redemption Date.

SECTION 3. 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 LAW PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 4. Waiver of Jury Trial. EACH OF THE ISSUER, 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 5. 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 6. Successors. All agreements of the Issuer in this Supplemental Indenture shall bind its successors. All agreements of the Trustee or any Agent in this Supplemental Indenture shall bind its successors.

SECTION 7. 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 8. Counterpart Originals. 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 or .pdf transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

[Signatures on following page]

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

FTAI INFRA ESCROW HOLDINGS, LLC, as Issuer

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

Name: Joseph P. Adams, Jr.

Title: President

[Signature Page to First Supplemental Indenture]

By: /s/ Joshua A. Hahn

Name: Joshua A. Hahn

Title: Vice President

[Signature Page to First Supplemental Indenture]
