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**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): **August 21, 2020**

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**Lonestar Resources US Inc.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37670**  
(Commission File Number)

**81-0874035**  
(IRS Employer  
Identification No.)

**111 Boland Street, Suite 301**  
**Fort Worth, Texas**  
(Address of principal executive offices)

**76107**  
(Zip Code)

Registrant's telephone number, including area code: **(817) 921-1889**

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>
Class A Voting Common Stock, par value \$0.001 per share	LONE	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  X

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.

### Forbearance Agreement Extension

As previously disclosed, on July 31, 2020, Lonestar Resources US Inc., a Delaware corporation (the "Company"), and certain of its subsidiaries, entered into a forbearance agreement (the "Forbearance Agreement") with certain holders of its outstanding 11.25% senior notes due 2023 (the "Notes") and any additional holder of Notes that becomes a party thereto in accordance with the terms thereof (collectively, the "Forbearing Holders").

On August 21, 2020, the Forbearing Holders agreed to extend the Forbearance Agreement to the earlier of September 11, 2020 and the execution of a global restructuring support agreement.

### Amendment No. 2 to the Forbearance Agreement, Fourteenth Amendment, and Borrowing Base Agreement

As previously disclosed, on July 2, 2020, the Company and certain of its subsidiaries entered into a Forbearance Agreement, Fourteenth Amendment, and Borrowing Base Agreement with Citibank, N.A., as administrative agent, and the lenders party thereto (as amended, the "Credit Facility Forbearance Agreement") with respect to the Company's senior secured credit facility (as amended, supplemented or modified from time to time, the "Credit Facility").

On August 21, 2020, the Company and certain of its subsidiaries entered into a second amendment (the "Amendment No. 2") with respect to the Credit Facility Forbearance Agreement with the administrative agent and the lenders under the Credit Facility (the "Lenders"), pursuant to which the Lenders agreed to extend the stated term of the Credit Facility Forbearance Agreement until September 11, 2020.

The above description of the terms of the Amendment No. 2 does not purport to be complete and is qualified in its entirety by the full text of the Amendment No. 2, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Amendment No. 2 to the Forbearance Agreement, Fourteenth Amendment, and Borrowing Base Agreement, dated as of August 21, 2020, by and among Lonestar Resources America Inc., the guarantors under the Credit Facility, the Lenders and Citibank, N.A., as Administrative Agent for the Lenders.</u></a>

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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.

**LONESTAR RESOURCES US INC.**

Date: September 1, 2020 By: /s/ Frank D. Bracken, III

Name: Frank D. Bracken, III  
Title: Chief Executive Officer

**AMENDMENT NO. 2 TO THE FORBEARANCE AGREEMENT, FOURTEENTH AMENDMENT, AND BORROWING BASE AGREEMENT**

This AMENDMENT NO. 2 TO THE FORBEARANCE AGREEMENT, FOURTEENTH AMENDMENT, AND BORROWING BASE AGREEMENT ("Agreement") dated as of August 21, 2020 is by and among Lonestar Resources America Inc., a Delaware corporation (the "Borrower"), the Guarantors party hereto, the Lenders (as defined below) party hereto and Citibank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as issuing bank.

**INTRODUCTION**

The Borrower, the financial institutions party thereto from time to time (the "Lenders"), the Issuing Bank and Administrative Agent are parties to that certain Credit Agreement dated as of July 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, and as may be further amended or otherwise modified from time to time, the "Credit Agreement").

The Borrower and the Guarantors are parties to that certain Forbearance Agreement, Fourteenth Amendment and Borrowing Base Agreement dated as of July 2, 2020 (as amended pursuant to the First Amendment (as defined below) (the "Forbearance Agreement") among the Borrower, the Guarantors, certain Lenders party thereto as lenders and the Administrative Agent.

The Lenders and the Administrative Agent agreed to extend the Forbearance Termination Date and make certain other changes to the Forbearance Agreement pursuant to that certain Amendment No.1 to the Forbearance Agreement, Fourteenth Amendment and Borrowing Base Agreement, dated as of July 31, 2020 (the "First Amendment"), among, the Borrower, the Guarantors, certain Lenders and the Administrative Agent.

The Borrower has requested that the Lenders and the Administrative Agent agree to a further extension of the Forbearance Termination Date.

The Administrative Agent and the Lenders party hereto are willing to extend the Forbearance Termination Date, subject to the terms and conditions set forth herein.

THEREFORE, the Borrower, the Administrative Agent, the Lenders party hereto and the other parties hereto hereby agree to amend the Forbearance Agreement as follows:

**AGREEMENT**

Section 1. Definitions; References. Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Credit Agreement or the Forbearance Agreement, as applicable, unless expressly provided to the contrary.

Section 2. Amendments to the Forbearance Agreement. The Forbearance Agreement is hereby amended as follows:

(a) Section 2(b) of the Forbearance Agreement is hereby amended to amend and restate clause (i) appearing in the first sentence in its entirety as follows

"(i) 5:00 p.m. Houston time, on September 11, 2020 and"; and

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(b) Exhibit A to the Forbearance Agreement is hereby replaced in its entirety with Schedule 1 attached hereto.

Section 3. Conditions to Effectiveness. This Agreement shall become effective on the date (such date, the "Amendment Effective Date") and shall be enforceable against the parties hereto upon the occurrence of each of the following:

(c) receipt by the Administrative Agent of this Agreement, duly and validly executed by the Borrower, the Administrative Agent, and the Majority Lenders;

(d) receipt by the Administrative Agent of an amendment agreement entered into between the Borrower and the requisite holders of the Borrower's 11.25% senior notes due 2023 (such holders, the "Noteholders") pursuant to which the Noteholders agree to extend the Forbearance Period under that certain Noteholder Forbearance Agreement dated as of July 31, 2020 (the "Noteholder Forbearance Agreement"), in form and substance reasonably satisfactory to the Administrative Agent, and duly and validly executed by the Borrower and the requisite Noteholders;

(e) no Default or Event of Default, including any Event of Default arising as a result of a breach of any term of the Forbearance Agreement as amended hereby, other than the Specified Defaults shall have occurred and be continuing as of the Amendment Effective Date;

(f) as of the Amendment Effective Date, the representations and warranties of the Borrower and the Guarantors set forth in the Credit Agreement and in the other Loan Documents, except as such relate to the Specified Defaults and Section 7.22 of the Credit Agreement, shall be true and correct in all material respects (without duplication of materiality), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the Amendment Effective Date, such representations and warranties shall continue to be true and correct in all material respects (without duplication of materiality) as of such specified earlier date; and

(g) the Borrower having paid all costs, expenses, and fees which have been invoiced and are payable pursuant to the Credit Agreement, the Loan Documents or this Agreement.

Section 4. Miscellaneous.

4.1 Confirmation. Except as specifically modified hereby, the provisions of the Forbearance Agreement shall remain in full force and effect.

4.2. Representations and Warranties. Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

(a) the representations and warranties set forth in the Credit Agreement and in the other Loan Documents, except as such relate to the Specified Defaults and Section 7.22 of the Credit Agreement, are true and correct in all material respects (except to the extent such representation or warranty is already subject to a materiality qualifier, in which case such representation or warranty is true and correct in all respects) on and as of the date of this Agreement;

(b) (i) the execution, delivery, and performance of this Agreement are within the corporate, limited partnership or limited liability company power, as appropriate, and authority of each such Loan Party and have been duly authorized by appropriate proceedings, (ii) this Agreement constitutes a legal, valid, and binding obligation of such Loan Party, enforceable in accordance with its

terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and general principles of equity and (iii) there are no governmental or other third party consents, licenses or approvals required in connection with the execution, delivery, performance, validity and enforceability of this Agreement; and

(c) as of the effectiveness of this Agreement and after giving effect hereto, no Default or Event of Default, including any Event of Default arising as a result of a breach of any term of the Forbearance Agreement as amended hereby, other than the Specified Defaults, has occurred and is continuing.

4.3 This Agreement. This Agreement is a Loan Document for the purposes of the provisions of the other Loan Documents. Without limiting the foregoing, any breach of the representations, warranties, and covenants under this Agreement shall be an immediate Event of Default, without grace period under the Credit Agreement.

4.4 Release. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party hereby, for itself and its successors and assigns, fully and without reserve, releases, acquits, and forever discharges each Secured Party, its respective successors and assigns, officers, directors, employees, representatives, trustees, attorneys, agents and each other Related Party of such Secured Party (collectively the "Released Parties" and individually a "Released Party") from any and all actions, claims, demands, causes of action, judgments, executions, suits, debts, liabilities, costs, damages, expenses or other obligations of any kind and nature whatsoever, direct and/or indirect, at law or in equity, whether now existing or hereafter asserted, whether absolute or contingent, whether due or to become due, whether disputed or undisputed, whether known or unknown (INCLUDING, WITHOUT LIMITATION, ANY OFFSETS, REDUCTION, REBATEMENT, CLAIMS OF USURY OR CLAIMS WITH RESPECT TO THE NEGLIGENCE OF ANY RELEASED PARTY) (collectively the "Released Claims"), for or because of any matters or things occurring, existing or actions done, omitted to be done, or suffered to be done by any of the Released Parties, in each case, on or prior to the Amendment Effective Date and are in any way directly or indirectly arising out of or in any way connected to any of this Agreement, the First Amendment, the Forbearance Agreement, the Credit Agreement, any other Loan Document, or any of the transactions contemplated hereby or thereby (collectively, the "Released Matters"). Each Loan Party, by execution hereof, hereby acknowledges and agrees that the agreements in this Section 4.4 are intended to cover and be in full satisfaction for all or any alleged injuries or damages arising in connection with the Released Matters herein compromised and settled. Each Loan Party hereby further agrees that it will not sue any Released Party on the basis of any Released Claim released, remised and discharged by the Loan Parties pursuant to this Section 4.4. In entering into this Agreement, each Loan Party consulted with, and has been represented by, legal counsel and expressly disclaim any reliance on any representations, acts or omissions by any of the Released Parties and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth herein do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this Section 4.4 shall survive the termination of this Agreement, the First Amendment, the Forbearance Agreement, the Credit Agreement and the other Loan Documents, the payment in full of the Obligations and the termination of the Commitments. Each Loan Party understands, acknowledges, and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for any injunction against any action, suit, or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which constitute one instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by e-mail "PDF" copy shall be effective as delivery of a manually executed counterpart of this Agreement.

4.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement.

4.7 Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect under any applicable Governmental Requirement, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not be affected or impaired thereby.

4.8 Incorporation of Certain Provisions by Reference This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this AGREEMENT and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of Texas. The other provisions of Section 12.09 of the Credit Agreement captioned "Governing Law Jurisdiction; Consent to Service of Process; Waiver of Jury Trial" are incorporated herein by reference for all purposes.

**4.9 Entirety, Etc. THIS AGREEMENT, THE FIRST AMENDMENT, THE FORBEARANCE AGREEMENT, THE CREDIT AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

*[The remainder of this page has been left blank intentionally.]*

EXECUTED to be effective as of the date first set forth above.

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**BORROWER: LONESTAR RESOURCES AMERICA INC.**

By: /s/ Frank D. Bracken III

Name: Frank D. Bracken III

Title: CEO

Amendment No. 2 to the Forbearance Agreement

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GUARANTORS: ALBANY SERVICES L L C

AMADEUS PETROLEUM INC.

T-N-T ENGINEERING, INC.

Each by: /s/ Frank D. Bracken III

Name: Frank D. Bracken III

Title: CEO

**EAGLEFORD GAS, LLC**

**EAGLEFORD GAS 2, LLC**

**EAGLEFORD GAS 3, LLC**

**EAGLEFORD GAS 4, LLC**

**EAGLEFORD GAS 5, LLC**

**EAGLEFORD GAS 6, LLC**

**EAGLEFORD GAS 7, LLC**

**EAGLEFORD GAS 8, LLC**

**EAGLEFORD GAS 10, LLC**

**EAGLEFORD GAS 11, LLC**

**LONESTAR OPERATING, LLC**

**LONESTAR RESOURCES, INC.**

**POPLAR ENERGY, LLC**

**LA SALLE EAGLE FORD GATHERING LINE LLC**

**LONESTAR BR DISPOSAL LLC**

Each by: /s/ Frank D. Bracken III

Name: Frank D. Bracken III

Title: CEO

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ADMINISTRATIVE AGENT, ISSUING BANK:

**CITIBANK, N.A.,**

By: /s/ Bryan McDavid

Name: Bryan McDavid

Title: Senior Vice President

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LENDER: **CITIBANK, N.A.**

By: /s/ Bryan McDavid  
Name: Bryan McDavid  
Title: Senior Vice President

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LENDER: ABN AMRO CAPITAL USA LLC

By: /s/ H. Diogo

Name: H. Diogo

Title:

By: /s/ K. Hall

Name: K. Hall

Title:

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LENDER: COMERICA BANK

By: /s/ Chris Reed

Name: Chris Reed

Title: Vice President

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LENDER: **BARCLAYS BANK PLC**

By: /s/ Sydney G. Dennis

Name: Sydney G. Dennis

Title: Director

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LENDER: JPMORGAN CHASE BANK, N.A.

By: /s/ Michael Kamauf

Name: Michael Kamauf

Title: Authorized Officer

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LENDER: **TRUIST BANK, as successor by merger**  
**to SunTrust Bank**

By: /s/ William S. Krueger  
Name: William S. Krueger  
Title: Senior Vice President

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LENDER: **FIFTH THIRD BANK, NATIONAL ASSOCIATION**

By: /s/ David R. Garcia

Name: David R. Garcia

Title: Vice President

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LENDER: **IBERIABANK**

By: /s/ W. Bryan Chapman

Name: W. Bryan Chapman

Title: Market President-Energy Lending

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LENDER: **HANCOCK WHITNEY BANK**

By: /s/ Parker U. Mears

Name: Parker U. Mears

Title: Senior Vice President

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**SCHEDULE 1**

**EXHIBIT A**  
**(Specified Defaults)**

1. Event of Default pursuant to Section 10.01(d) of the Credit Agreement arising from the Borrower's failure to comply with the current ratio covenant set forth in Section 9.01(b) of the Credit Agreement with respect to the fiscal quarter ended March 31, 2020.
2. Any Default or Event of Default pursuant to Section 10.01(f) or (g) of the Credit Agreement arising from the Borrower's failure to make a payment in respect of the 11.25% senior notes due 2023, when and as the same becomes due and payable on July 1, 2020.
3. An Event of Default pursuant to Section 10.01(d) of the Credit Agreement arising from the Borrower's failure to comply with the leverage ratio covenant set forth in Section 9.01(a) of the Credit Agreement with respect to the fiscal quarter ended June 30, 2020.
4. An Event of Default pursuant to Section 10.01(d) of the Credit Agreement arising from the Borrower's failure to comply with the current ratio covenant set forth in Section 9.01(b) of the Credit Agreement with respect to the fiscal quarter ended June 30, 2020.
5. An Event of Default pursuant to Section 10.01(b) of the Credit Agreement arising from the Borrower's failure to make a payment in respect of the Borrowing Base Deficiency notified to the Borrower on July 2, 2020 and as set forth in Section 2.07(f)(ii) of the Credit Agreement, when and as the same becomes due and payable on August 31, 2020.