
Section 1: 8-K (8-K)

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 5, 2017**
PEAK RESORTS, INC.

(Exact name of registrant as specified in its charter)

Missouri (State or other jurisdiction of incorporation)	001-35363 (Commission File Number)	43-1793922 (I.R.S. Employer Identification No.)
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17409 Hidden Valley Drive
Wildwood, Missouri
(Address of principal executive offices)

63025
(Zip Code)

(636) 938-7474
(Registrant's telephone number, including area code)

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.
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.

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, Peak Resorts, Inc. and certain of its subsidiaries (together, the “Company”) are parties to the \$20.0 million Credit Facility, Loan and Security Agreement (the “Line of Credit Agreement”) with Royal Banks of Missouri, effective as of December 22, 2015. On August 5, 2016, the Company borrowed the then remaining \$2.75 million under the Line of Credit Agreement for working capital purposes pursuant to a promissory note executed by the Company in favor of Royal Banks of Missouri on August 5, 2016 (the “Second Line of Credit Note”), which originally matured on August 5, 2017.

On August 5, 2017, the Company extended the maturity of the Second Line of Credit Note to November 5, 2017 pursuant to the Loan Renewal Agreement. All other terms of the Second Line of Credit Note and Line of Credit Agreement as previously disclosed remain unchanged.

The foregoing summary of the Loan Renewal Agreement is qualified in its entirety by reference to the Loan Renewal Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Loan Renewal Agreement made by Peak Resorts, Inc., Hidden Valley Golf and Ski, Inc., Paoli Peaks, Inc., Snow Creek, Inc., LBO Holding, Inc., and SNH Development, Inc., as borrowers, in favor of Royal Banks of Missouri, dated as of August 5, 2017.

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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.

Dated: August 8, 2017

PEAK RESORTS, INC.
(Registrant)

By: /s/ Stephen J. Mueller
Name: Stephen J. Mueller
Title: Chief Financial Officer

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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

LOAN RENEWAL AGREEMENT

Name of Borrower (collectively, the “Borrower”): PEAK RESORTS, INC., HIDDEN VALLEY GOLF AND SKI, INC., PAOLI PEAKS, INC., SNOW CREEK, INC., LBO

Date of this Renewal: August 5, 2017

Note No. 105198-25648

Original Note Date: August 5, 2016

Original Note Amount: \$2,750,000.00

Principal Outstanding as of the Date of this Renewal: \$2,750,000.00

1. **Note Renewal.** The foregoing described note (the "Note"), which is payable by the above Borrower to ROYAL BANKS OF MISSOURI (the "Bank") is hereby renewed and modified effective as of the date of this Agreement as follows:

Payment Terms: Principal and interest of this Note shall be payable as follows: Interest only payable on the 5th day of each month beginning on September 5, 2017. The balance of principal and accrued interest is payable without further notice or demand on the Maturity Date. The scheduled payments of principal may not be sufficient to fully pay the loan by the Maturity Date and a final balloon payment may be required.

Maturity Date: The Note shall mature on November 5, 2017.

2. **Miscellaneous.** Except as specifically modified hereby, all of the terms of the Note, as heretofore amended, shall remain in full force and effect. Borrower confirms and ratifies the Note and all agreements and collateral securing the Note or pursuant to which the Note is made (collectively the "Loan Documents"), as renewed and modified hereby. If for any reason this Agreement is invalid, the Loan Documents shall be enforceable according to the original terms as heretofore amended. Any term of any Loan Document that is inconsistent with any modification contained herein shall be deemed to be modified to be consistent with the modifications contained in this Agreement. Borrower hereby releases the Bank and all officers, directors, agents and employees, and attorneys of the Bank from any claims, damages or causes of action of any kind relating to the terms of the Note, or relating to the terms of any other Loan Document, or relating to the administration of the loan made under the Note, which occurred on or before the date hereof.

3. **No Other Agreements:** Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which they are based, that is in any way related to the Note. To protect the undersigned Borrower and the Bank from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement and the Note and any other Loan Document,

which are the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify them. If any of the terms of this Agreement or the Note are inconsistent with the terms of any other Loan Document, the terms of this Agreement and the Note shall prevail. The failure of a

term in one Loan Document to appear in another Loan Document shall not be deemed to be an inconsistency.

BORROWERS:

**Peak Resorts, Inc.
Ski, Inc.**

a Missouri corporation

By: /s/ Stephen J. Mueller _____
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Stephen Mueller, Vice President
President

Hidden Valley Golf and

a Missouri corporation

By: /s/ Stephen J. Mueller _____

Stephen Mueller, Vice

Paoli Peaks, Inc.

a Missouri corporation

By: /s/ Stephen J. Mueller _____
Mueller _____

Stephen Mueller, Vice President
President

Snow Creek, Inc.

a Missouri corporation

By: /s/ Stephen J.

Stephen Mueller, Vice

LBO Holding, Inc.

a Maine corporation

By: /s/ Stephen J. Mueller _____
Mueller _____

Stephen Mueller, Vice President
President

SNH Development, Inc.

a Missouri corporation

By: /s/ Stephen J.

Stephen Mueller, Vice