
**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): April 13, 2020

Centrus Energy Corp.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction
of incorporation)*

1-14287
*(Commission
File Number)*

52-2107911
*(IRS Employer
Identification No.)*

**6901 Rockledge Drive, Suite 800
Bethesda, MD 20817
(301) 564-3200**

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 (see General Instruction A.2 below):

- 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 Common Stock, par value \$0.10 per share	LEU	NYSE American
Rights to purchase Series A Participating Cumulative Preferred Stock, par value \$1.00 per share	LEU*	Not applicable

*The rights currently transfer with the share of Common Stock

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.

On April 13, 2020, Centrus Energy Corp. (“Centrus” or the “Company”) entered into a Voting and Nomination Agreement (the “Voting Agreement”) with Mr. Morris Bawabeh, Kulayba LLC and M&D Bawabeh Foundation, Inc. (collectively, the “MB Group”). Pursuant to the terms of the Voting Agreement, Centrus agreed (i) to include Michael O’Shaughnessy as a nominee in the Company’s slate of nominees for election as directors of the Company at the Company’s 2020 annual meeting of stockholders (the “2020 Annual Meeting”), and (ii) to use commercially reasonable efforts to cause the election of Mr. O’Shaughnessy to the Company’s board of directors (the “Board”) at the 2020 Annual Meeting (including recommending that the Company’s stockholders vote in favor of the election of Mr. O’Shaughnessy). The MB Group agreed (i) to cause to be present at the Annual Meeting and to vote all shares of the Company for which the MB Group is the beneficial owner in accordance with Centrus management’s recommendations at the 2020 Annual Meeting and (ii) to cause to be present and to vote all shares of the Company for which the MB Group is the beneficial owner for the Company’s slate of nominees for election as directors of the Company at the Company’s 2021 annual meeting of stockholders (the “2021 Annual Meeting”), provided that Mr. O’Shaughnessy is included in the slate of directors nominated by the Company. If Mr. O’Shaughnessy withdraws from the Board or is unable to, refuses to, or otherwise does not consent to be nominated to serve on the Board, the MB Group may designate a replacement reasonably acceptable to the Company to be included as a nominee in the Company’s slate of nominees for election as directors of the Company at the 2021 Annual Meeting; in any event, the MB Group shall remain obligated to cause all Centrus shares for which it is the beneficial owner to be present at the 2021 Annual Meeting and to vote for the Company’s slate of nominees.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Voting Agreement, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

Further, on April 8, 2020, the Board of Directors of Centrus Energy Corp. (the “Company”) approved and as of April 13, 2020 the Company entered into a Third Amendment to the Section 382 Rights Agreement (the “Third Amendment”), which amends the Section 382 Rights Agreement, dated as of April 6, 2016 (the “Rights Agreement”), by and among the Company and Computershare Trust Company, N.A. and Computershare Inc., as rights agent, as amended by (i) the First Amendment to the Section 382 Rights Agreement dated as of February 14, 2017 (the “First Amendment”) and (ii) the Second Amendment to the Section 382 Rights Agreement dated as of April 3, 2019 (the “Second Amendment”).

The Third Amendment amends the Rights Agreement to provide that the Final Expiration Date (as defined in the Rights Agreement) shall be June 30, 2021.

The Third Amendment was not adopted as a result of, or in response to, any effort to acquire control of the Company. The Third Amendment has been adopted to better align the term of the Rights Agreement with the Company’s annual meeting schedule and in order to preserve for the Company’s stockholders the long-term value of the Company’s net operating loss carry-forwards for United States federal income tax purposes and other tax benefits.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Rights Agreement, which was filed with the Securities and Exchange Commission in a Current Report on Form 8-K on April 7, 2016, the First Amendment, which was filed with the Securities and Exchange Commission in a Current Report on Form 8-K on January 5, 2017, the Second Amendment, which was filed with the Securities and Exchange Commission in a Current Report on Form 8-K on April 4, 2019 and the Third Amendment, a copy of which is attached as Exhibit 4.1 hereto and incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference

Item 7.01. Regulation FD Disclosure.

On April 14, 2020, the Company issued a press release with respect to the Voting Agreement. The press release, furnished as Exhibit 99.1 hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit	Description
<u>4.1</u>	<u>Third Amendment to the Section 382 Rights Agreement, dated as of April 13, 2020, by and among Centrus Energy Corp., Computershare Trust Company N.A. and Computershare Inc.</u>
<u>10.1</u>	<u>Voting and Nomination Agreement, dated April 13, 2020, by and among Centrus Energy Corp. and the MB Group</u>
<u>99.1</u>	<u>Press Release dated April 14, 2020</u>

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.

Centrus Energy Corp.

By: /s/ Philip O. Strawbridge
Philip O. Strawbridge
Senior Vice President, Chief Financial Officer, Chief Administrative
Officer and Treasurer

Date: April 14, 2020

**THIRD AMENDMENT TO THE
SECTION 382 RIGHTS AGREEMENT**

by and among

CENTRUS ENERGY CORP.,

COMPUTERSHARE TRUST COMPANY, N.A.

and

COMPUTERSHARE INC.

THIS THIRD AMENDMENT TO THE SECTION 382 RIGHTS AGREEMENT (this “Third Amendment”) is made and entered into as of April 13, 2020, by and among Centrus Energy Corp., a Delaware corporation (the “Company”), Computershare Trust Company, N.A. and Computershare Inc. (together, the “Rights Agent”).

WHEREAS, the Company and the Rights Agent entered into a Section 382 Rights Agreement dated as of April 6, 2016, which was subsequently amended pursuant to (i) a First Amendment to the Section 382 Rights Agreement dated as of February 14, 2017 and (ii) a Second Amendment to the Section 382 Rights Agreement dated as of April 3, 2019 (as amended, the “Agreement”);

WHEREAS, Section 26 of the Agreement provides, among other things, that, prior to the Distribution Date (as defined in the Agreement) the Company and the Rights Agent may from time to time supplement or amend the Agreement in any respect without the approval of any holders of Rights (as defined in the Agreement);

WHEREAS, no Distribution Date has occurred on or prior to the date hereof;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined it is in the best interests of the Company and its stockholders to amend the Agreement as set forth herein; and

WHEREAS, the Board has authorized and approved this Third Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees to amend the Agreement as follows and directs the Rights Agent to execute this Third Amendment.

1. **Definition of Final Expiration Date.** The definition of Final Expiration Date set forth in Section 1 of the Agreement is hereby deleted and replaced with the following:

““Final Expiration Date” shall mean the Close of Business on June 30, 2021.”

2. **Summary of Rights.** The sixth paragraph of the Summary of Rights set forth in Exhibit C to the Agreement is hereby deleted and replaced with the following:

“The Rights are not exercisable until the Distribution Date and will expire upon the earliest of (i) the close of business on June 30, 2021, (ii) the Redemption Date, (iii) the close of business on the effective date of the repeal of Section 382 or any successor statute if the Board determines that the Rights Agreement is no longer necessary or desirable for the preservation of NOLs or other Tax Benefits, or (iv) the close of business on the first day of a taxable year of the Company to which the Board determines that no NOLs or other Tax Benefits may be carried forward (the earliest of the events described in clauses (i), (iii) or (iv) being herein referred to as the “Expiration Date”).”

3. **Certification of Compliance.** The undersigned representative of the Company hereby certifies that he is the duly elected and qualified Senior Vice President, Chief Financial Officer, Chief Administrative Officer and Treasurer of the Company and that this Third Amendment to the Agreement is in compliance with the terms of Section 26 of the Agreement.

4. **Miscellaneous.** This Third Amendment is effective as of the date first set forth above. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement. This Third Amendment may be executed in any number of counterparts; each such counterpart shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument. A signature to this Third Amendment executed and/or transmitted electronically shall have the same authority, effect and enforceability as an original signature. Except as modified hereby, the Agreement is reaffirmed in all respects, and all references therein to “the Agreement” shall mean the Agreement, as modified hereby.

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

CENTRUS ENERGY CORP.

By: /s/ Philip O. Strawbridge
Name: Philip O. Strawbridge
Title: Senior Vice President, Chief Financial Officer, Chief Administrative
Officer and Treasurer

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Patrick Hayes
Name: Patrick Hayes
Title: Vice President and Manager

COMPUTERSHARE INC.

By: /s/ Patrick Hayes
Name: Patrick Hayes
Title: Vice President and Manager

VOTING AND NOMINATION AGREEMENT

This Voting and Nomination Agreement, effective as of April 13, 2020 (this “Agreement”), is by and among the persons and entities listed on Schedule A hereto (collectively, the “MB Group”, and individually a “member” of the MB Group) and Centrus Energy Corp. (the “Company”). In consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Board Representation. The Company agrees:

(a) to include the designee of the MB Group, Michael O’Shaughnessy, in the Company’s slate of nominees for election as directors of the Company at the Company’s 2020 annual meeting of stockholders, which is currently scheduled to be held on June 17, 2020, or at any adjournments or postponements thereof (the “2020 Annual Meeting”); and

(b) to use commercially reasonable efforts to cause the election of Michael O’Shaughnessy to the Company’s board of directors (the “Board”) at the 2020 Annual Meeting (including recommending that the Company’s stockholders vote in favor of the election of Michael O’Shaughnessy, including Michael O’Shaughnessy in the Company’s proxy statement for the 2020 Annual Meeting and otherwise supporting Michael O’Shaughnessy for election in a manner no less rigorous or favorable than the manner in which the Company supports its other nominees in the aggregate).

2. Agreements of MB Group. Each member of the MB Group shall (i) cause, in the case of all Common Stock (as defined below) owned of record, and (ii) instruct the record owner, in the case of all shares of Common Stock of which MB Group is a Beneficial Owner (as defined below) but not owned of record, directly or indirectly, by it, or by any MB Affiliate (as defined below), as of the applicable record date, in each case entitled to vote, as follows:

(a) For the 2020 Annual Meeting:

(i) to be present for quorum purposes; and

(ii) to be voted, at the 2020 Annual Meeting as follows:

A. for all directors nominated by the Board for election at the 2020 Annual Meeting,

B. in accordance with the recommendation of the Board for the approval of the Section 382 Rights

Agreement,

C. in accordance with the recommendation of the Board for an advisory vote with respect to executive

compensation,

D. in accordance with the recommendation of the Board for the ratification of the appointment of

PricewaterhouseCoopers LLP as the Company’s independent auditors for 2020, and

E. for any Company proposed adjournments thereof.

(b) For the Company's 2021 annual meeting of stockholders, or at any adjournments or postponements thereof (the "2021 Annual Meeting"):

(i) to be present for quorum purposes; and

(ii) to be voted, at the 2021 Annual Meeting as follows:

A. for all directors nominated by the Board for election at the 2021 Annual Meeting, provided Michael O'Shaughnessy is included in the slate of directors nominated by the Board for election at the 2021 Annual Meeting; provided, however, if Michael O'Shaughnessy withdraws from the Board or is unable to, refuses to, or otherwise does not consent to be nominated to serve on the Board in connection with the election at the 2021 Annual Meeting at any time prior to the filing of the Company's proxy statement for the 2021 Annual Meeting, the MB Group shall be permitted to designate a replacement prior to the filing of the Company's proxy statement for the 2021 Annual Meeting, subject to such replacement being acceptable to, or approved by, the Company, such acceptance or approval not to be unreasonably withheld or delayed; and in any event, the MB Group shall remain obligated to cause all Common Stock shares (a) owned of record or (b) of which MB Group is a Beneficial Owner (as defined below) to be present for quorum purposes and to be voted for all directors nominated by the Board for election at the 2021 Annual Meeting, and

B. for any Company proposed adjournments thereof.

3. Public Announcements. No earlier than 8:30 a.m., New York City time, on the first trading day after the date hereof, the Company shall announce this Agreement and the material terms hereof by means of a press release reasonably satisfactory to the parties (in the form so released, the "Press Release") and file the Press Release with the Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K. Neither the Company nor the MB Group shall make any public announcement or statement that is inconsistent with or contrary to the statements made in the Press Release and Form 8-K, except as required by law or the rules of any stock exchange or with the prior written consent of the other party. The Company acknowledges that the MB Group will comply with its obligations under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and intends to file this Agreement as an exhibit to its Schedule 13D.

4. Representations and Warranties of All Parties. Each of the parties represents and warrants to the other party that:

(a) Such party has all requisite company power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(b) This Agreement has been duly and validly authorized, executed and delivered by it and is a valid and binding obligation of such party, enforceable against such party in accordance with its terms; and this Agreement will not result in a violation of any terms or conditions of any agreements to which such person is a party or by which such party may otherwise be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting such party.

5. Representations and Warranties of MB Group. Each member of the MB Group jointly represents and warrants that, as of the date of this Agreement, (i) they are collectively the Beneficial Owners of an aggregate of 1,590,000 shares of Common Stock (as defined below) and (ii) except for such ownership, no member of the MB Group, individually or in the aggregate with all other members of the MB Group and all controlled affiliates of the members of the MB Group (such controlled affiliates, collectively and individually, the “MB Affiliates”), is the Beneficial Owner of, and/or has economic exposure to, Class A common stock, par value \$0.10 per share, of the Company (the “Common Stock”). For purposes of this Agreement, “Beneficial Owner” shall have the meaning ascribed to it in Rule 13d-3 under the Exchange Act.

6. Miscellaneous. The parties hereto recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that in addition to other remedies the other party shall be entitled to at law or equity, the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Court of Chancery or other federal or state courts of the State of Delaware. In the event that any action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law. Furthermore, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery or other federal or state courts of the State of Delaware in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Court of Chancery or other federal or state courts of the State of Delaware, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief and (e) irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such party’s principal place of business or as otherwise provided by applicable law. This agreement shall be governed in all respects, including without limitation validity, interpretation and effect, by the laws of the state of Delaware applicable to contracts executed and to be performed wholly within such state without giving effect to the choice of law principles of such state.

7. No Waiver. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by an agreement in writing executed by the parties hereto.

9. Severability. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.

10. Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

11. Successors and Assigns. This Agreement shall not be assignable by any of the parties to this Agreement. This Agreement, however, shall be binding on successors of the parties hereto.

12. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not enforceable by any other persons.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

CENTRUS ENERGY CORP.

/s/ Philip Strawbridge

By: Philip Strawbridge

Title: Senior Vice President, Chief Financial Officer, Chief Administrative Officer, and Treasurer

[Signature Page to Voting Agreement]

MORRIS BAWABEH

/s/ Morris Bawabeh

KULAYBA LLC

/s/ Morris Bawabeh

By: Morris Bawabeh

Title: Sole Member

M&D BAWABEH FOUNDATION, INC.

/s/ Morris Bawabeh

By: Morris Bawabeh

Title: President

[Signature Page to Voting Agreement]

Schedule A

MORRIS BAWABEH
KULAYBA LLC
M&D BAWABEH FOUNDATION, INC.

Centrus Announces Voting Agreement

BETHESDA, Md. – Centrus Energy Corp. (NYSE American: LEU) today announced that on April 13, 2020 it entered into a Voting and Nomination Agreement with Mr. Morris Bawabeh, Kulayba LLC and M&D Bawabeh Foundation, Inc., (MB Group) who collectively are beneficial owners of approximately 18.1% of the outstanding shares of Class A common stock as of the date of the Voting Agreement.

Pursuant to the terms of the Voting Agreement, the Company agreed to nominate Mr. Michael O’Shaughnessy for election to the Board and to use commercially reasonable efforts to cause the election of Mr. O’Shaughnessy to the Board.

The MB Group agreed to cause to be present at the Annual Meeting all shares of Class A common stock for which the MB Group is the beneficial owner and vote such shares in accordance with management’s recommendations set forth in the company’s proxy statement and to vote for the full slate of directors nominated by the Company at the Company’s 2021 annual meeting of stockholders, provided that Mr. O’Shaughnessy is included in the slate of directors nominated by the Company. If Mr. O’Shaughnessy withdraws from the Board or is unable to, refuses to, or otherwise does not consent to be nominated to serve on the Board, the MB Group may designate a replacement reasonably acceptable to the Company to be included as a nominee for election to the Board in 2021; in any event, the MB Group shall remain obligated to cause all beneficially owned shares of our Class A common stock to be present at the 2021 annual meeting and to vote for the Company’s full slate of nominees. The Company’s Compensation, Nominating and Governance Committee has reviewed the qualifications of Mr. O’Shaughnessy in connection with his nomination this year.

For additional details regarding the terms of the Voting Agreement, including a copy of the Voting Agreement, please see the Current Report on Form 8-K that we filed with the SEC on April 14, 2020

About Centrus Energy

Centrus Energy is a trusted supplier of nuclear fuel and services for the nuclear power industry. Centrus provides value to its utility customers through the reliability and diversity of its supply sources – helping them meet the growing need for clean, affordable, carbon-free electricity. Since 1998, the Company has provided its utility customers with more than 1,750 reactor years of fuel, which is equivalent to 7 billion tons of coal. With world-class technical and engineering capabilities, Centrus is also advancing the next generation of centrifuge technologies so that America can restore its domestic uranium enrichment capability in the future. Find out more at www.centrusenergy.com.

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Forward-Looking Statements

This news release contains “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934 – that is, statements related to future events. In this context, forward-looking statements may address our expected future business and financial performance, and often contain words such as “expects”, “anticipates”, “intends”, “plans”, “believes”, “will”, “should”, “could”, “would” or “may” and other words of similar meaning. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. For Centrus Energy Corp., particular risks and uncertainties that could cause our actual future results to differ materially from those expressed in our forward-looking statements include risks related to the limited trading markets in our securities; risks related to our ability to maintain the listing of our Class A Common Stock on the NYSE American LLC (the “NYSE American”); risks related to decisions made by our Class B stockholders and our Series B Senior Preferred stockholders regarding their investment in the Company based upon factors that are unrelated to the Company’s performance; risks related to the Company’s capital concentration; and other risks and uncertainties discussed in our filings with the Securities and Exchange Commission, including under Part 1. Item 1A – “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2019 and quarterly reports on Form 10-Q.
