
**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): **June 4, 2019**

ASCENT CAPITAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34176
(Commission
File Number)

26-2735737
(I.R.S. Employer
Identification No.)

**5251 DTC Parkway, Suite 1000
Greenwood Village, Colorado 80111**
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(303) 628-5600**

(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
Series A Common Stock, par value \$.01 per share	ASCMA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Amendment to Restructuring Support Agreement

As previously announced, on May 20, 2019, Monitronics International, Inc. (“Monitronics”), a Texas corporation and wholly owned subsidiary of Ascent Capital Group, Inc. (“Ascent Capital”), and certain of its domestic subsidiaries (collectively, the “Debtors”), entered into the Restructuring Support Agreement (the “RSA”) with (i) significant holders of the 9.125% Senior Notes due 2020, (ii) significant holders of term loans under that certain Credit Agreement dated as of March 23, 2012 (as amended, the “Credit Agreement”), and (iii) Ascent Capital. On June 4, 2019, the parties to the RSA agreed to enter into an Amendment to the RSA, dated as of June 1, 2019 (the “RSA Amendment”). The RSA Amendment contemplates that certain milestones under the RSA shall be amended as set forth in the RSA Amendment. Additionally, the RSA Amendment changes the date by which Ascent Capital is required to obtain all necessary approvals to consummate the merger with Monitronics to 63 days (from 65 days) after the date (such date, the “Petition Date”) on which the Debtors commence voluntary reorganization cases under chapter 11 in accordance with the plan of reorganization as described in the RSA (the “Plan”), and changes the date on which the RSA will terminate automatically (assuming that the Plan has not become effective prior to such date) to 80 days (from 82 days) after the Petition Date.

The above description of the terms of the RSA Amendment does not purport to be complete and is qualified in its entirety by the full text of the RSA Amendment, which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

Amendment to Commitment Letter

As previously announced, on May 20, 2019, Monitronics entered into a Commitment Letter (the “Commitment Letter”) with KKR Credit Advisors (US) LLC (“KKR”). On June 4, 2019, Monitronics and KKR entered into an Amendment to the Commitment Letter (the “Commitment Letter Amendment”). The Commitment Letter Amendment extends the expiration date of KKR’s obligation to provide a debtor-in-possession revolving loan financing facility from June 30, 2019 to July 3, 2019.

The above description of the terms of the Commitment Letter Amendment does not purport to be complete and is qualified in its entirety by the full text of the Commitment Letter Amendment, which is attached as Exhibit 10.2 hereto and incorporated herein by reference.

Additional Information

Nothing in this Current Report on Form 8-K shall constitute a solicitation to buy or an offer to sell any securities of Ascent Capital or Monitronics. Copies of Ascent Capital’s and Monitronics’ Securities and Exchange Commission (“SEC”) filings are available free of charge at the SEC’s website (<http://www.sec.gov>). Copies of the filings together with the materials incorporated by reference therein will also be available, without charge, by directing a request to Monitronics International, Inc., 1990 Wittington Place, Farmers Branch, TX, Telephone: (972) 243-7443, or to Ascent Capital Group, Inc., 5251 DTC Parkway, Suite 1000, Greenwood Village, CO 80111, Telephone: (303) 628-5600.

Participants in the Solicitation

The directors and executive officers of Ascent Capital and Monitronics and other persons may be deemed to be participants in the solicitation of proxies in respect of any proposals relating to the proposed merger of Ascent Capital and Monitronics. Information regarding the directors and executive officers of Ascent Capital is available in Amendment No. 1 to its Annual Report on Form 10-K for the year ended December 31, 2018, which has been filed with the SEC, and certain of its Current Reports on Form 8-K. Information regarding the directors and executive officers of Monitronics is available in the proxy statement/prospectus forming a part of the Registration Statement on Form S-4 regarding the proposed merger and other transactions contemplated by the RSA which has been filed with the SEC. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, is available in the proxy materials regarding the foregoing. Free copies of these documents may be obtained as described in the preceding paragraph.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Amendment to Restructuring Support Agreement, dated as of June 1, 2019, by and among the Debtors, Ascent Capital, certain noteholders and term lenders of the Debtors and other parties thereto.</u>
10.2	<u>Amendment to Commitment Letter dated as of June 4, 2019, by and among Monitronics and KKR.</u>

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.

ASCENT CAPITAL GROUP, INC.

Date: June 7, 2019

By: /s/ William E. Niles
William E. Niles
Chief Executive Officer, General Counsel and Secretary

AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT

This amendment, dated as of June 1, 2019 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms hereof, this "Amendment") to that certain Restructuring Support Agreement dated as of May 20, 2019 (together with all exhibits, schedules and attachments thereto, and as may be further amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms thereof, the "**Restructuring Support Agreement**"), is entered into by and among (i) the Company Parties, (ii) the Required Consenting Noteholders, (iii) the Required Consenting Term Lenders and (iv) Ascent. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Restructuring Support Agreement.

WHEREAS, the Company Parties have requested that the Consenting Noteholders and the Consenting Term Lenders agree to the extension of certain of the RSA Milestones under the Restructuring Support Agreement; and

WHEREAS, pursuant to Section 16 of the Restructuring Support Agreement, except as otherwise expressly provided for therein, the Restructuring Support Agreement may be modified, amended, or supplemented in a writing signed by the Company Parties, the Required Consenting Noteholders, the Required Consenting Term Lenders and Ascent; and

WHEREAS, pursuant to Section 17.20 of the Restructuring Support Agreement, such written consent, acceptance or approval shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance or approval, it is conveyed in writing (including electronic mail) between counsel to each of the relevant Parties without representations or warranties of any kind on behalf of such counsel; and

WHEREAS, on June 1, 2019, in accordance with the terms and conditions of Section 17.20 of the Restructuring Support Agreement, the Company Parties, the Required Consenting Noteholders, the Required Consenting Term Lenders and Ascent agreed (by electronic mail among counsel to each of the Company Parties, the Required Consenting Noteholders, the Required Consenting Term Lenders and Ascent) to extend certain of the RSA Milestones and otherwise amend certain deadlines under the Restructuring Support Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Amendments to the Restructuring Support Agreement.

- (a) Schedule 1 to the Restructuring Support Agreement shall hereby be replaced in its entirety by Schedule 1 to this Amendment.
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(b) The definition of “Merger Approval Outside Date” in Section 1.01 of the Restructuring Support Agreement shall hereby be amended and restated in its entirety to read as follows:

““**Merger Approval Outside Date**” means the date that is no later than sixty-three (63) days after the Petition Date.”

(c) The definition of “Outside Date” in Section 1.01 of the Restructuring Support Agreement shall hereby be amended and restated in its entirety to read as follows:

““**Outside Date**” means the date that is no later than eighty (80) days after the Petition Date, which date may not be extended without the written consent of the Company Parties, the Required Consenting Noteholders, the Required Consenting Term Lenders, and prior to the occurrence of the Non-Ascent Restructuring Toggle, Ascent.”

2. Agreement to be Bound. Each of the Parties hereby agrees to be bound by all of the terms of the Restructuring Support Agreement not inconsistent with the terms hereof.

3. Miscellaneous.

(a) Except as expressly provided herein, this Amendment shall not, by implication or otherwise, alter, modify, amend or in any way affect any of the obligations, covenants or rights contained in the Restructuring Support Agreement, all of which are ratified and confirmed in all respects by the Parties and shall continue in full force and effect.

(b) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION (EXCEPT TO THE EXTENT IT MAY BE PREEMPTED BY THE BANKRUPTCY CODE).

(c) This Amendment, together with the Restructuring Support Agreement, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to such subject matter. Each reference to the Restructuring Support Agreement hereafter made in any document, agreement, instrument, filing, pleading, notice or communication shall mean and be a reference to the Restructuring Support Agreement as amended and modified hereby.

(d) In the event the terms and conditions as set forth in the Restructuring Support Agreement and this Amendment are inconsistent, the terms and conditions of this Amendment shall control.

(e) If any term, condition or other provision of this Amendment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any Party. Upon such determination that any term, condition or other

provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Schedule 1

RSA Milestones

1. The Company Parties shall commence solicitation of votes to accept or reject the Plan on or before June 3, 2019 (the “*Prepetition Solicitation Commencement Date*”).
 2. The Put Option Agreement shall be entered into and an executed copy shall be delivered to all Parties by the date that is no later than five (5) Business Days after the Agreement Effective Date.
 3. The prepetition solicitation of votes to accept or reject the Plan shall be completed by the date that is no later than twenty-one (21) days after the Prepetition Solicitation Commencement Date (the “*Prepetition Solicitation Deadline*”).
 4. A final agreement with respect to the material terms of the DIP Facility shall be agreed upon by the Parties and the DIP Lenders by the date that is no later than one (1) day prior to the Petition Date.
 5. The Company Parties shall commence the Chapter 11 Cases by filing voluntary petitions under chapter 11 of the Bankruptcy Code with the Bankruptcy Court on or before June 30, 2019 (the “*Petition Date Milestone*”).
 6. The Company Parties shall file on the Petition Date:
 - a. the First Day Pleadings,
 - b. the Plan and the Disclosure Statement, and one or more motions seeking (A) conditional approval of the Disclosure Statement and the other Solicitation Materials on an interim basis, (B) approval of the Rights Offering Procedures, (C) approval of the Backstop Commitment Documents, and (D) approval of the Disclosure Statement and the other Solicitation Materials on a final basis and confirmation of the Plan; and
 - c. a motion seeking approval of the DIP Facility and the use of cash collateral.
 7. The Bankruptcy Court shall have entered one or more orders conditionally approving the Disclosure Statement and the other Solicitation Materials on an interim basis and approving the Rights Offering Procedures by the date that is no later than three (3) days after the Petition Date.
 8. The Bankruptcy Court shall have entered the Final DIP Order (as defined in the Restructuring Term Sheet) by the date that is no later than forty-five (45) days after the Petition Date.
 9. The Bankruptcy Court shall have entered the Backstop Approval Order by the date that is no later than forty-five (45) days after the Petition Date.
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10. The Bankruptcy Court shall have entered an order approving the Disclosure Statement and the other Solicitation Materials on a final basis by the date that is no later than sixty (60) days after the Petition Date.
11. The Bankruptcy Court shall have entered an order confirming the Plan by the date that is no later than sixty (60) days after the Petition Date.
12. The Plan shall become effective by the date that is no later than seventy-three (73) days after the Petition Date.

KKR CREDIT ADVISORS (US) LLC
555 California Street, 50th Floor
San Francisco, California 94104

PERSONAL AND CONFIDENTIAL

June 4, 2019

Mr. Fred Graffam
Chief Financial Officer
Monitronics International, Inc.
1990 Wittington Place
Farmers Branch, Texas 75234

Amendment to
Commitment Letter

Dear Mr. Graffam:

Reference is made to that certain Commitment Letter, dated as of May 20, 2019, by and among KKR Credit Advisors (US) LLC, on behalf of itself and certain of its affiliates and its or their managed funds and accounts (“*KKR*”, “*us*” or “*we*”) and Monitronics International, Inc. (the “*Company*” or “*you*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Commitment Letter.

You have requested that the DIP Commitment Termination Date be extended to July 3, 2019. Accordingly, we and you have agreed, pursuant to this Amendment to the Commitment Letter (this “*Amendment*”), to amend the Commitment Letter by replacing each reference to “June 30, 2019,” in the Commitment Letter (including such references in Exhibit B thereto) with a reference to “July 3, 2019.”

The execution, delivery and effectiveness of this Amendment shall not (i) operate as a waiver of our rights, powers or remedies you under the Commitment Letter or constitute a waiver of any provision of the Commitment Letter or (ii) other than as expressly set forth herein, operate to amend, waive, affect or diminish any provision of the Commitment Letter nor any our rights to demand strict compliance and performance with the terms the Commitment Letter, all of which shall remain in full force and effect, as amended hereby.

This Amendment may be executed in any number of counterparts, each of which when executed shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Please confirm that the foregoing is in accordance with your understanding by signing and returning the enclosed copy of this Amendment to us,

This Amendment (i) shall be governed by the law of the State of New York, without giving effect to the conflict of laws provisions thereof, (ii) is subject to the provisions of the Commitment Letter relating to submission to jurisdiction, venue and waiver of right to trial by jury, the provisions of which are by this reference incorporated into this Amendment in full, (iii) shall be binding upon the parties hereto and their respective successors and assigns, and (iv) may not be relied upon or enforced by any other person or entity other than the parties hereto or any Additional Lender.

[Remainder of page intentionally left blank]

Very truly yours,

KKR CREDIT ADVISORS (US) LLC

By: /s/ Philip S. Davidson

Name: Philip S. Davidson

Title: Authorized Signatory

[Signature Page to Amendment to Commitment Letter]

ACCEPTED AS OF THE DATE ABOVE:

MONITRONICS INTERNATIONAL, INC.

By: /s/ William E. Niles

Name: William E. Niles

Title: Executive Vice President and Secretary

[Signature Page to Amendment to Commitment Letter]
