
**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): **November 20, 2018**

MONITRONICS INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction of
incorporation or organization)

333-110025
(Commission
File Number)

74-2719343
(I.R.S. Employer
Identification No.)

1990 Wittington Place
Farmers Branch, Texas 75234
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(972) 243-7443**

(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 (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))

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.

On November 20, 2018, Ascent Capital Group, Inc. (“Ascent”), the parent company of Monitronics International, Inc. (“MONI”), announced that, as of 5:00 p.m., New York City time on November 19, 2018, holders of \$469,957,000 aggregate principal amount of 9.125% Senior Notes due 2020 (the “Old Notes”) of MONI, representing approximately 80.33% of the outstanding aggregate principal amount of the Old Notes, had been validly tendered and not validly withdrawn pursuant to MONI’s previously announced offer to exchange (the “Exchange Offer”) up to \$585,000,000 aggregate principal amount of its new 5.500%/6.500% Senior Secured Second Lien Cashpay/PIK Notes due 2023 to be issued for validly tendered (and not validly withdrawn) Old Notes and, in conjunction with the Exchange Offer, a solicitation of consents by MONI to certain proposed amendments (the “Proposed Amendments”) to the indenture governing the Old Notes (the “Old Notes Indenture”). Because MONI has received consents from the holders of greater than a majority of the outstanding principal amount of Old Notes, MONI and certain guarantors have entered into a third supplemental indenture, dated November 20, 2018 (the “Supplemental Indenture”), to the Old Notes Indenture with U.S. Bank National Association, as trustee, giving effect to the Proposed Amendments. The Supplemental Indenture will (i) eliminate or waive substantially all of the restrictive covenants and events of default contained in the Old Notes Indenture and the Old Notes and (ii) modify or eliminate certain other provisions contained in the Old Notes Indenture and the Old Notes, including certain provisions relating to defeasance and to the minimum notice requirements for optional redemption. The Proposed Amendments will become operative when MONI accepts the validly tendered Old Notes for purchase and notifies the trustee that such Old Notes have been accepted for purchase.

The foregoing description of the Supplemental Indenture is a summary and is qualified in its entirety by reference to the Supplemental Indenture, a copy of which is filed herewith as Exhibit 4.1 and is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The description of the Supplemental Indenture contained under Item 1.01 above is incorporated by reference in its entirety into this Item 3.03.

Item 8.01. Other Events.

On November 20, 2018, Ascent issued a press release announcing (i) the early results of the Exchange Offer set forth above, (ii) the receipt of consents from the holders of greater than a majority of the outstanding principal amount of Old Notes, allowing MONI’s entry into the Supplemental Indenture and (iii) the extension of the early tender time under the Exchange Offer until 11:59 p.m., New York City time, on December 10, 2018. The withdrawal deadline under the Exchange Offer of 5:00 p.m., New York City time, on November 19, 2018 has passed and tendered Old Notes may no longer be validly withdrawn except for under the limited circumstances described in the offering memorandum for the Exchange Offer. A copy of the press release is filed as Exhibit 99.1 hereto and incorporated by reference herein.

The information in this Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy securities of Ascent or MONI, nor shall there be any offer, solicitation or sale of such securities in any state or other jurisdiction in which such an offer, solicitation or sale would be unlawful.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Supplemental Indenture, dated November 20, 2018, to the Indenture, dated March 23, 2012, between Monitronics International, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee.</u>
99.1	<u>Press Release issued by Ascent Capital Group, Inc. on November 20, 2018.</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 21, 2018

MONITRONICS INTERNATIONAL, INC.

By: /s/ William E. Niles

Name: William E. Niles

Title: Executive Vice President and Secretary

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this "Third Supplemental Indenture"), dated as of November 20, 2018, among Monitronics International, Inc., a Texas corporation (the "Issuer"), the Guarantors (as defined in the Indenture) and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Indenture (as defined below).

WITNESSETH:

WHEREAS, the Issuer and the Guarantors have heretofore executed and delivered to the Trustee an Indenture (as amended by the Supplemental Indenture dated as of August 16, 2013 and the Second Supplemental Indenture dated as of August 26, 2013, the "Indenture"), dated as of March 23, 2012, providing for the issuance of 9.125% Senior Notes due 2020 (the "Notes");

WHEREAS, Section 9.2 of the Indenture provides, inter alia, that, in certain circumstances, the Issuer and the Trustee may amend the Indenture and the Notes with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding;

WHEREAS, the Issuer has distributed a Confidential Offering Memorandum and Consent Solicitation Statement, dated November 5, 2018 (as amended, supplemented and otherwise modified from time to time, the "Statement"), to the Holders of the Notes in connection with the offer to exchange for new 5.500%/6.500% Senior Secured Second Lien Cashpay/PIK Notes due 2023 of the Issuer, any and all of the outstanding Notes and the concurrent solicitation of such Holders' consents to certain proposed amendments to the Indenture as further described in the Statement;

WHEREAS, pursuant to Sections 9.2 and 9.5 of the Indenture, the Trustee is authorized to execute and deliver this Third Supplemental Indenture;

WHEREAS, pursuant to the Statement, the Holders of approximately 80.33% in aggregate principal amount of the Notes outstanding have consented to all of the amendments effected by this Third Supplemental Indenture in accordance with the provisions of the Indenture and evidence of such consents has been provided by the Issuer to the Trustee;

WHEREAS, the execution and delivery of this instrument has been duly authorized and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with; and

WHEREAS, the Issuer has requested that the Trustee execute and deliver this Third Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of all Holders of the Notes as follows:

ARTICLE 1

AMENDMENTS TO ARTICLE I—DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. For purposes of this Third Supplemental Indenture, the terms defined in the recitals shall have the meanings therein specified; any capitalized terms used and not defined herein shall have the same respective meanings as assigned to them in the Indenture; and references to Articles or Sections shall, unless the context indicates otherwise, be references to Articles or Sections of the Indenture.

SECTION 1.02. Any definitions used exclusively in the provisions of the Indenture or Notes that are deleted pursuant to the amendments set forth under this Third Supplemental Indenture, and any definitions used exclusively within such definitions, at the Effective Time shall be deleted in their entirety from the Indenture and the Notes, and all textual references in the Indenture and the Notes exclusively relating to paragraphs, Sections, Articles or other terms or provisions of the Indenture that have been otherwise deleted pursuant to this Third Supplemental Indenture at the Effective Time shall be deleted in their entirety. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Third Supplemental Indenture refer to this Third Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE 2

AMENDMENTS TO ARTICLE III—REDEMPTION AND PREPAYMENT

SECTION 2.01. At the Effective Time, Section 3.9 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 3.9. [Intentionally omitted].

ARTICLE 3

AMENDMENTS TO ARTICLE IV—COVENANTS

SECTION 3.01. At the Effective Time, Section 4.3 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.3. [Intentionally omitted].

SECTION 3.02. At the Effective Time, Section 4.4 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.4. [Intentionally omitted].

SECTION 3.03. At the Effective Time, Section 4.6 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.6. [Intentionally omitted].

SECTION 3.04. At the Effective Time, Section 4.7 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.7. [Intentionally omitted].

SECTION 3.05. At the Effective Time, Section 4.8 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.8. [Intentionally omitted].

SECTION 3.06. At the Effective Time, Section 4.9 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.9. [Intentionally omitted].

SECTION 3.07. At the Effective Time, Section 4.10 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.10. [Intentionally omitted].

SECTION 3.08. At the Effective Time, Section 4.11 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.11. [Intentionally omitted].

SECTION 3.09. At the Effective Time, Section 4.12 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.12. [Intentionally omitted].

SECTION 3.10. At the Effective Time, Section 4.14 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.14. [Intentionally omitted].

SECTION 3.11. At the Effective Time, Section 4.15 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.15. Maintenance of Corporate Existence. Subject to Section 12.5 and Article V hereof, as the case may be, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate, partnership, limited liability company or other existence of each of its Restricted Subsidiaries in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Subsidiary and the material rights (charter and statutory), licenses and franchises of the Company and its Restricted Subsidiaries; *provided* that the Company shall not be required to preserve any such right, license or franchise, or the

corporate, partnership or other existence of any of its Restricted Subsidiaries, if the loss thereof would not result in a material adverse effect on the financial condition or results of operations of the Company and the Guarantors taken as a whole.

SECTION 3.12. At the Effective Time, Section 4.17 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.17. [Intentionally omitted].

SECTION 3.13. At the Effective Time, Section 4.18 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 4.18. [Intentionally omitted].

ARTICLE 4

AMENDMENTS TO ARTICLE V—SUCCESSORS

SECTION 4.01. At the Effective Time, Section 5.1 of the Indenture shall be deleted and amended to read in its entirety as set forth below:

SECTION 5.1 Consolidation, Merger, Conveyance, Transfer or Lease

The Company will not in any transaction or series of transactions, consolidate with or merge into any other Person (other than a merger of a Restricted Subsidiary into the Company in which the Company is the continuing Person), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets of the Company and its Restricted Subsidiaries (determined on a consolidated basis), taken as a whole, to any other Person, unless either: (a) the Company shall be the continuing Person or (b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged, or the Person that acquires, by sale, assignment, conveyance, transfer, lease or other disposition, all or substantially all of the property and assets of the Company (such Person, the “*Surviving Entity*”), (1) shall be a corporation, partnership, limited liability company or similar entity organized and validly existing under the laws of the United States, any political subdivision thereof or any state thereof or the District of Columbia and (2) shall expressly assume, by a supplemental indenture, the due and punctual payment of all amounts due in respect of the principal of (and premium, if any) and interest on all the Notes and the performance of the covenants and obligations of the Company under this Indenture; *provided* that at any time the Issuer or its successor is not a corporation, there shall be a co-issuer of the Notes that is a corporation.

Subject to Section 12.7, no Guarantor may consolidate with or merge with or into another Person, unless:

- (i) immediately after giving effect to such transaction, no Default or Event of Default exists;

(ii) either (a) such Guarantor will be the surviving or continuing Person or (b) the Person (if other than the Guarantor) formed by or surviving any such consolidation or merger is another Guarantor or expressly assumes, by a supplemental indenture, all of the obligations of such Guarantor under the Note Guarantee of such Guarantor and this Indenture.

For all purposes of this Indenture and the Notes, (i) Subsidiaries of any Surviving Entity will, upon such transaction or series of transactions, become Restricted Subsidiaries or Unrestricted Subsidiaries as provided pursuant to this Indenture and all (ii) Debt and all Liens on property or assets, of the Surviving Entity and its Subsidiaries that was not Debt, or were not Liens on property or assets, of the Company and its Subsidiaries immediately prior to such transaction or series of transactions shall be deemed to have been Incurred upon such transaction or series of transactions.

Upon any transaction or series of transactions that are of the type described in, and are effected in accordance with, conditions described in the immediately preceding paragraphs, the Surviving Entity shall succeed to, and be substituted for, and may exercise every right and power of, the Company, under this Indenture with the same effect as if such Surviving Entity had been named as the Company therein; and when a Surviving Person duly assumes all of the obligations and covenants of the Company pursuant to this Indenture and the Notes, except in the case of a lease, the predecessor Person shall be relieved of all such obligations.

ARTICLE 5

AMENDMENTS TO ARTICLE VI—DEFAULTS AND REMEDIES

SECTION 5.01. At the Effective Time, Section 6.1(3) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(3) [Intentionally omitted].

SECTION 5.02. At the Effective Time, Section 6.1(4) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(4) [Intentionally omitted].

SECTION 5.03. At the Effective Time, Section 6.1(5) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(5) [Intentionally omitted].

SECTION 5.04. At the Effective Time, Section 6.1(6) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(6) [Intentionally omitted].

SECTION 5.05. At the Effective Time, Section 6.1(7) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(7) [Intentionally omitted].

SECTION 5.06. At the Effective Time, Section 6.1(8) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(8) [Intentionally omitted].

SECTION 5.07. At the Effective Time, Section 6.2 of the Indenture shall be amended by (i) deleting the phrase “(other than an Event of Default specified in clause (8) of Section 6.1 with respect to the Company)” in the first paragraph thereof and (ii) deleting the second and third paragraphs thereof.

ARTICLE 6

AMENDMENTS TO ARTICLE VIII—LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 6.01. At the Effective Time, Section 8.4(3) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(3) [Intentionally omitted].

SECTION 6.02. At the Effective Time, Section 8.4(4) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(4) [Intentionally omitted].

SECTION 6.03. At the Effective Time, Section 8.4(5) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(5) [Intentionally omitted].

SECTION 6.04. At the Effective Time, Section 8.4(6) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(6) [Intentionally omitted].

SECTION 6.05. At the Effective Time, Section 8.4(7) of the Indenture shall be deleted and amended to read in its entirety as set forth below:

(7) [Intentionally omitted].

ARTICLE 7

AMENDMENTS TO THE NOTES AND EXHIBIT A TO THE INDENTURE

SECTION 7.01. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (7) on the reverse side thereof in its entirety as follows:

(7) [Intentionally omitted.]

SECTION 7.02. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (12)(3) on the reverse side thereof in its entirety as follows:

(12)(3) [Intentionally omitted.]

SECTION 7.03. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (12)(4) on the reverse side thereof in its entirety as follows:

(12)(4) [Intentionally omitted.]

SECTION 7.04. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (12)(5) on the reverse side thereof in its entirety as follows:

(12)(5) [Intentionally omitted.]

SECTION 7.05. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (12)(6) on the reverse side thereof in its entirety as follows:

(12)(6) [Intentionally omitted.]

SECTION 7.06. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (12)(7) on the reverse side thereof in its entirety as follows:

(12)(7) [Intentionally omitted.]

SECTION 7.07. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by amending and restating paragraph (12)(8) on the reverse side thereof in its entirety as follows:

(12)(8) [Intentionally omitted.]

SECTION 7.08. At the Effective Time, each of the Notes and Exhibit A to the Indenture shall be amended by (i) deleting the phrase “(other than an Event of Default specified in clause (8) with respect to the Issuer)” in the first paragraph following paragraph (12)(8) on the reverse side thereof and (iii) deleting the last paragraph and the penultimate paragraph of paragraph (12) on the reverse side thereof.

ARTICLE 8

EFFECTIVENESS

SECTION 8.01. This Third Supplemental Indenture shall become a binding agreement between the parties hereto when executed by the parties hereto; provided, that the amendments to the Indenture set forth herein shall only become operative at the time and date at which the validly tendered Notes are accepted for purchase by the Issuer pursuant to, and subject to the conditions set forth in, the Statement and the Issuer provides notice thereof to the Trustee and D.F. King & Co., Inc., in its capacity as depository for the Notes in connection with the Exchange Offer and the Consent Solicitation (each as defined in the Statement) (the “Effective Time”).

If the Exchange Offer and the Consent Solicitation is withdrawn or if the transactions contemplated by the Exchange Offer and the Consent Solicitation are not consummated for any reason upon the terms and conditions described in the Statement, then the terms of this Third Supplemental Indenture shall be null and void and the Indenture and the Notes shall continue in full force and effect without any modification or amendment hereby and the Issuer shall provide written notice to the Trustee of such fact.

ARTICLE 9

MISCELLANEOUS

SECTION 9.01. Amendments to the Indenture pursuant to this Third Supplemental Indenture shall also apply to the Notes, including, without limitation, provisions of the Notes amended as set forth in the amendments to the Exhibits or Appendices to the Indenture.

SECTION 9.02. The Trustee accepts the trusts created by the Indenture, as amended and supplemented by this Third Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Indenture, as amended and supplemented by this Third Supplemental Indenture.

SECTION 9.03. When the amendments to the Indenture set forth herein shall become operative as provided in Article 8 above, the terms and conditions of this Third Supplemental Indenture shall be part of the terms and conditions of the Indenture for any and all purposes, and all the terms and conditions of both shall be read together as though they constitute one and the same instrument, except that in the case of conflict, the provisions of this Third Supplemental Indenture will control.

SECTION 9.04. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed, and all the terms, conditions and provisions thereof shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. This Third Supplemental Indenture constitutes an integral part of the Indenture.

SECTION 9.05. All agreements of the Issuer and the Guarantors in this Third Supplemental Indenture and the Notes and the Note Guarantees, as applicable, shall bind their respective successors and assigns. All agreements of the Trustee in this Third Supplemental Indenture shall bind its successors and assigns.

SECTION 9.06. In case any provisions in this Third 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 9.07. Nothing in this Third Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors under the Indenture and the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture.

SECTION 9.08. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Third Supplemental Indenture. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes, and the exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes.

SECTION 9.09. THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

SECTION 9.10. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Issuer.

SECTION 9.11. The Section and Article headings herein have been inserted for convenience of reference only, are not to be considered a part of this Third Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Remainder of page intentionally left blank.]

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

ISSUER:

MONITRONICS INTERNATIONAL, INC.

By: /s/William E. Niles
Name: William E. Niles
Title: Executive Vice President and Secretary

GUARANTORS:

MIBU SERVICER INC.

By: /s/William E. Niles
Name: William E. Niles
Title: Executive Vice President and Secretary

MONITRONICS CANADA, INC.

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

PLATINUM SECURITY SOLUTIONS, INC.

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

MI SERVICER LP, LLC

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

[Signature Page to Third Supplemental Indenture]

LIVEWATCH SECURITY, LLC

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

MONITRONICS FUNDING LP

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

MONITRONICS SECURITY LP

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

SECURITY NETWORKS LLC

By: /s/William E. Niles
Name: William E. Niles
Title: Vice President and Secretary

[Signature Page to Third Supplemental Indenture]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ K. Wendy Kumar
Name: K. Wendy Kumar
Title: Vice President

[Signature Page to Third Supplemental Indenture]



**ASCENT CAPITAL GROUP ANNOUNCES EARLY RESULTS
AND EXTENSION OF EARLY TENDER TIME
FOR MONITRONICS EXCHANGE OFFER**

Englewood, CO — November 20, 2018 - Ascent Capital Group, Inc. ("Ascent") (NASDAQ: ASCMA) today announced that as of 5:00 p.m., New York City time, on November 19, 2018, holders of \$469,957,000 aggregate principal amount of 9.125% Senior Notes due 2020 (the "Old Notes") of Monitronics International, Inc., a wholly owned subsidiary of Ascent ("Monitronics"), representing approximately 80.33% of the outstanding aggregate principal amount of the Old Notes, had been validly tendered and not validly withdrawn pursuant to Monitronics' previously announced offer to exchange up to \$585,000,000 aggregate principal amount of Monitronics' new 5.500%/6.500% Senior Secured Second Lien Cashpay/PIK Notes due 2023 (the "New Notes") to be issued for validly tendered (and not validly withdrawn) Old Notes and, in conjunction with the exchange offer, a solicitation of consents by Monitronics to certain proposed amendments to the indenture governing the Old Notes.

Monitronics has extended the early tender time of the Old Notes until 11:59 p.m., New York City time, on December 10, 2018 (the "Early Tender Time"). Holders of Old Notes who validly tender prior to the Early Tender Time will receive \$1,000 principal amount of New Notes per \$1,000 principal amount of such Old Notes validly tendered and not validly withdrawn.

Monitronics has received consents from the holders of greater than a majority of the outstanding principal amount of Old Notes and will enter into the supplemental indenture giving effect to the proposed amendments, which will become operative when Monitronics accepts the validly tendered Old Notes for purchase and notifies the trustee that such Old Notes have been accepted for purchase.

The withdrawal deadline of 5:00 p.m., New York City time, on November 19, 2018 has passed and tendered Old Notes may no longer be validly withdrawn except for under the limited circumstances described in the offering memorandum for the exchange offer.

Consummation of the exchange offer is conditioned upon the satisfaction or waiver of the conditions specified in the offering memorandum. The exchange offer and the consent solicitation may be amended, extended, terminated or withdrawn by Monitronics for any reason in its sole discretion.

The New Notes have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act or in any other jurisdiction absent registration or an applicable exemption from the registration requirements of the securities laws of such other jurisdiction.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy the New Notes or any other securities, nor shall there be any offer, solicitation or sale of the New Notes or any other securities in any state or other jurisdiction in which such an offer, solicitation or sale would be unlawful.

D.F. King & Co., Inc. is acting as the exchange agent and information agent for the exchange offer and the consent solicitation. Requests for the offering documents from "Eligible Holders" may be directed to D.F. King & Co., Inc. and holders of the Old Notes may complete and submit a letter of eligibility online at www.dfking.com/monitronics or by e-mail to monitronics@dfking.com or by phone at (212) 269-5550 (for brokers and banks) or (877) 674-6273 (for all others).

None of Ascent, Monitronics, their subsidiaries or any other person makes a recommendation as to whether holders of the Old Notes should tender their Old Notes pursuant to the exchange offer or deliver consents pursuant to the consent solicitation. Each holder must make its own decision as to whether to tender its Old Notes and to deliver consents, and, if so, the principal amount of the Old Notes as to which action is to be taken.

Forward Looking Statements

This press release includes certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements about the issuance of the New Notes and other matters that are not historical facts. Words such as "believes," "estimates," "anticipates," "intends," "expects," "projects," "plans," "seeks" "may," "will," "should," and similar expressions may identify forward-looking statements. These forward-looking statements involve many risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements, including, without limitation, the ability of Monitronics to satisfy the conditions to the settlement of the exchange offer and the consent solicitation, general market and economic conditions, changes in law and government regulations and other matters affecting the business of Monitronics, and the other risks described in the offering memorandum. These forward-looking statements speak only as of the date of this press release, and Ascent and Monitronics expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in their expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. Please refer to the publicly filed documents of Monitronics, including the most recent Forms 10-K and 10-Q for additional information about Monitronics and about the risks and uncertainties related to Monitronics' business which may affect the statements made in this press release.

About Ascent and Brinks Home Security

Ascent Capital Group, Inc. (NASDAQ: ASCMA) is a holding company whose primary subsidiary, Monitronics, operates as Brinks Home SecurityTM, one of the largest home security and alarm monitoring companies in the U.S. Headquartered in the Dallas Fort-Worth area, Brinks Home Security secures approximately 1 million residential and commercial customers through highly responsive, simple security solutions backed by expertly trained professionals. Brinks Home Security has the nation's largest network of independent authorized dealers - providing products and support to customers in the U.S., Canada and Puerto Rico - as well as direct-to-consumer sales of DIY and professionally installed products.

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