

**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): **May 7, 2019**

**MONITRONICS INTERNATIONAL, INC.**

(Exact Name of Registrant as Specified in its Charter)

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

**333-110025**  
(Commission  
File Number)

**74-2719343**  
(IRS Employer  
Identification No.)

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

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

**Not applicable**  
(Former name or former address, if changed since last report)

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>
None	None	None

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))

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 announced, on April 1, 2019, Monitronics International, Inc., a Texas corporation (the “Company”), failed to make the interest payment (the “Interest Payment”) due on its 9.125% Senior Notes due 2020 (the “Notes”) and such failure constituted a default under that certain Indenture, dated as of March 23, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”). The Company’s failure to make the Interest Payment within thirty days after it was due and payable constitutes an “event of default” under the Indenture. As active discussions are still ongoing regarding the Company’s evaluation of strategic alternatives, the board of directors of the Company (the “Board”) determined that the Company would not make the Interest Payment prior to the expiration of the thirty day grace period. An event of default under the Indenture also constitutes an “event of default” under the Company’s Credit Agreement, dated as of March 23, 2012 (as amended, the “Credit Agreement”).

As previously announced on the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 6, 2019, the Company, certain of its subsidiaries party to the Credit Agreement, Bank of America, N.A., as administrative agent and certain lenders party thereto (collectively, the “Credit Agreement Forbearing Parties”) entered into that certain Forbearance Agreement (as amended and as further amended by Amendment No. 5 (as defined below) and Amendment No. 6 (as defined below), the “Credit Forbearance Agreement”) and the Company and the guarantors of the Notes entered into a forbearance agreement (the “Notes Forbearance Agreement”) with certain holders of the Notes (collectively, the “Forbearing Noteholders”). On May 7, 2019 and May 10, 2019, the Company received e-mail notices from the Forbearing Noteholders that the Notes Forbearance Agreement shall be extended to May 10, 2019 and May 15, 2019, respectively, unless certain specified circumstances cause an earlier termination, pursuant to Section 2(g) of the Notes Forbearance Agreement. Further, the parties to the Credit Forbearance Agreement extended the Credit Forbearance Agreement to May 10, 2019 and May 15, 2019, pursuant to that certain Amendment No. 5 to the Credit Forbearance Agreement dated as of May 8, 2019 (“Amendment No. 5”) and by that certain Amendment No. 6, dated as of May 10, 2019 (“Amendment No. 6”), respectively, unless certain specified circumstances cause an earlier termination.

The above descriptions of the terms of Amendment No. 5 and Amendment No. 6 do not purport to be complete and are qualified in their entirety by the full text of Amendment No. 5 and Amendment No. 6, which are attached as exhibits hereto and are incorporated herein by reference.

**Item 2.04. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement**

The disclosure under Item 1.01 above is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment No. 5 to Forbearance Agreement, dated as of May 8, 2019 by and among the Company, each loan party to the Credit Agreement, Bank of America, N.A., as administrative agent and certain lenders party thereto.</u></a>
10.2	<a href="#"><u>Amendment No. 6 to Forbearance Agreement, dated as of May 10, 2019 by and among the Company, each loan party to the Credit Agreement, Bank of America, N.A., as administrative agent and certain lenders party thereto.</u></a>

**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.

**Monitronics International, Inc.**

Date: May 13, 2019

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

AMENDMENT NO. 5 TO FORBEARANCE AGREEMENT

This Amendment No. 5 to the Forbearance Agreement (this "Fifth Amendment") is entered into as of May 8, 2019 by and between Monitronics International, Inc., a Texas corporation (the "Borrower"), each other Loan Party to the Credit Agreement, Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and certain Lenders party hereto (collectively, the "Parties").

RECITALS

A. On April 1, 2019, the Parties entered into that certain Forbearance Agreement (as amended by Amendment No. 1, dated April 12, 2019, Amendment No. 2, dated April 24, 2019, Amendment No. 3, dated April 30, 2019, and Amendment No. 4, dated May 3, 2019, the "Forbearance Agreement"), under which the Required Lenders agreed to temporarily forbear on enforcement of the Specified Defaults, subject to the terms and conditions contained in the Forbearance Agreement.

B. The Forbearance Agreement contains a milestone that provides that no later than 5:00 p.m. (New York Time) on May 8, 2019 (the "RSA Deadline"), the Borrower shall have entered into a restructuring support agreement acceptable to holders of at least 50% of the outstanding Term B-2 Loans, in their sole discretion (the "RSA Milestone"). In the event that the RSA Milestone is not satisfied by the RSA Deadline, the Forbearance Period terminates pursuant to the terms of the Forbearance Agreement. In addition, the Forbearance Agreement provides that the Forbearance Termination Date is, among other things, May 8, 2019 (the "Outside Date").

C. The Parties hereby desire to (1) further extend the RSA Deadline to no later than 5:00 p.m. (New York Time) on May 10, 2019 and (2) extend the Outside Date to May 10, 2019.

Now, therefore, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Administrative Agent, the Borrower, and the undersigned Lenders hereby acknowledge, agree and consent to the following:

1. Defined Terms. Except as defined herein, capitalized terms used herein shall have the meanings, if any, assigned to such terms in the Forbearance Agreement.

2. Interpretation. The rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Fifth Amendment and are incorporated herein by this reference.

3. Amendments.

(a) Section 3(a) of the Forbearance Agreement is replaced in its entirety and further amended as follows:

“(a) The Borrower hereby acknowledges and agrees that (i) as of April 1, 2019, the Specified Defaults, except the Financial Covenant Default (as defined in Section 4 below), will have occurred and be continuing; (ii) the Financial Covenant Default (as defined in Section 4 below) may occur during the Forbearance Period; and (iii) should any Specified Defaults constitute or mature into, after the expiration of any applicable grace period under the Credit Agreement, an Event of Default, all Obligations under the Loan Documents could be declared immediately due and payable, and each of the Administrative Agent and the Lenders would have full legal right to exercise any and all of their respective rights and remedies under the Loan Documents or otherwise available at law and in equity with respect thereto.”

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(b) Section 4 of the Forbearance Agreement is replaced in its entirety and further amended as follows:

“4. Forbearance. During the period (the “Forbearance Period”) commencing on the Forbearance Effective Date (as defined herein) and ending on the date (the “Forbearance Termination Date”) which is the earliest to occur of (a) May 10, 2019, (b) the failure to meet any Milestone (as defined in Section 8 hereof); (c) the occurrence of any Default or Event of Default under the Credit Agreement (other than the Specified Defaults), (d) the failure of the Borrower to comply with any of the requirements of Section 6 or Section 7 hereof, (e) the acceleration of the 9.125% Senior Notes due 2020 (the “Notes”) issued pursuant to that certain Indenture dated as of March 23, 2012 (the “Notes Indenture”) by and among the Borrower, the guarantors party thereto, and U.S. Bank National Association, as trustee (in such capacity, the “Notes Trustee”), or (f) any action by the Notes Trustee and/or any holder of Notes to exercise rights or remedies pursuant to the Notes Indenture after an Event of Default (as defined in the Notes Indenture), the Required Lenders hereby forbear from enforcement of:

(a) the requirement of Section 6.01(a) of the Credit Agreement that the report and opinion of Ernst & Young, KPMG or another independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders delivered with respect to the consolidated balance sheet of the Borrower and its Subsidiaries as at the end of the fiscal year ended December 31, 2018, and the related consolidated statement of income or operations, and consolidated statement of changes in shareholders’ equity, and cash flows for such fiscal year, not include an explanatory paragraph expressing substantial doubt about the ability of the Borrower or any Loan Party to continue as a going concern or any qualification or exception as to the scope of such audit;

(b) any Default or Event of Default under Section 8.01(b) of the Credit Agreement, resulting from the Consolidated Senior Secured Eligible RMR Leverage Ratio exceeding the limit specified in Section 7.11(c) of the Credit Agreement as of the fiscal quarter ended March 31, 2019 (the “Financial Covenant Default”); and

(c) any Default or Event of Default under Section 8.01(e) of the Credit Agreement, resulting from the Borrower’s failure to make the interest payment due on April 1, 2019 under the Senior Unsecured Notes.

Upon the Forbearance Termination Date, (i) the forbearance set forth in this Section 4 of this Forbearance shall terminate automatically and be of no further force or effect, and (ii) subject to the terms of the Loan Documents and applicable law, the Administrative Agent and each Lender shall be free in its sole and absolute discretion, without limitation, to proceed to enforce any or all of its rights and remedies set forth in the Credit Agreement, the other Loan Documents and applicable law. In furtherance of the foregoing, and notwithstanding the occurrence of the Forbearance Effective Date, each Loan Party acknowledges and confirms that, subject to the Forbearance, all rights and remedies of the Administrative Agent and the Lenders under the Loan Documents and applicable law with respect to the Borrower or any other Loan Party shall continue to be available to the Administrative Agent and the Lenders. For the avoidance of doubt, each Loan Party acknowledges and confirms that the agreement of the Administrative Agent and the Lenders signatory hereto temporarily to forbear shall not apply to nor preclude any remedy available to the Administrative Agent or the Lenders in connection

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with any proceeding commenced under any bankruptcy or insolvency law, including, without limitation, to any relief in respect of adequate protection or relief from any stay imposed under such law. The parties hereto agree that the running of all statutes of limitation and the doctrine of laches applicable to all claims or causes of action that the Administrative Agent or any Lender may be entitled to take or bring in order to enforce its rights and remedies against the Borrower or any other Loan Party are, to the fullest extent permitted by law, tolled and suspended during the Forbearance Period. For the avoidance of doubt, no grace period or period required for a Default to mature or become an Event of Default shall be tolled or suspended by this Forbearance.”

(c) Section 8(b) of the Forbearance Agreement is replaced in its entirety and further amended as follows:

“(b) No later than 5:00 p.m. (New York Time) on May 10, 2019, the Borrower shall have entered into a restructuring support agreement acceptable to holders of at least 50% of the outstanding Term B-2 Loans, in their sole discretion.”

4. Other Terms. Except as expressly set forth herein, all other terms of the Forbearance Agreement shall remain in full force and effect, and nothing in this Fifth Amendment shall be construed as modifying or amending any such terms unless otherwise expressly provided herein.

5. Conditions Precedent to Effectiveness. This Fifth Amendment shall become effective on the date (the “Fifth Amendment Effective Date”) upon which each of the conditions precedent set forth below have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received a counterpart of this Fifth Amendment signed by each of the Borrower, the Administrative Agent and the Required Lenders.

(b) after giving effect to the forbearance under the Forbearance Agreement, the representations and warranties of the Borrower contained in Article V of the Credit Agreement or any other Loan Document are true and correct in all material respects (or with respect to representations and warranties qualified by materiality, in all respects) on and as of the Fifth Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date in all material respects (or with respect to representations and warranties qualified by materiality, in all respects), except that the representations and warranties contained in Sections 5.05(a) and (b) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b) of the Credit Agreement, respectively.

6. Counterparts. This Fifth Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Fifth Amendment by telecopy or other electronic imaging means (including “.pdf”) shall be effective as delivery of a manually executed counterpart of this Fifth Amendment.

[signature pages follow]

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IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date and year first above written.

MONITRONICS INTERNATIONAL, INC.

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

*[Signature page to Amendment No. 5 to Forbearance Agreement]*

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[BANK OF AMERICA, N.A.]

*[Signature page to Amendment No. 5 to Forbearance Agreement]*

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[CONSENTING LENDER]

*[Signature page to Amendment No. 5 to Forbearance Agreement]*

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AMENDMENT NO. 6 TO FORBEARANCE AGREEMENT

This Amendment No. 6 to the Forbearance Agreement (this "Sixth Amendment") is entered into as of May 10, 2019 by and between Monitronics International, Inc., a Texas corporation (the "Borrower"), each other Loan Party to the Credit Agreement, Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and certain Lenders party hereto (collectively, the "Parties").

RECITALS

A. On April 1, 2019, the Parties entered into that certain Forbearance Agreement (as amended by Amendment No. 1, dated April 12, 2019, Amendment No. 2, dated April 24, 2019, Amendment No. 3, dated April 30, 2019, Amendment No. 4, dated May 3, 2019, and Amendment No. 5, dated May 8, 2019 the "Forbearance Agreement"), under which the Required Lenders agreed to temporarily forbear on enforcement of the Specified Defaults, subject to the terms and conditions contained in the Forbearance Agreement.

B. The Forbearance Agreement contains a milestone that provides that no later than 5:00 p.m. (New York Time) on May 10, 2019 (the "RSA Deadline"), the Borrower shall have entered into a restructuring support agreement acceptable to holders of at least 50% of the outstanding Term B-2 Loans, in their sole discretion (the "RSA Milestone"). In the event that the RSA Milestone is not satisfied by the RSA Deadline, the Forbearance Period terminates pursuant to the terms of the Forbearance Agreement. In addition, the Forbearance Agreement provides that the Forbearance Termination Date is, among other things, May 10, 2019 (the "Outside Date").

C. The Parties hereby desire to (1) further extend the RSA Deadline to no later than 5:00 p.m. (New York Time) on May 15, 2019 and (2) extend the Outside Date to May 15, 2019.

Now, therefore, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Administrative Agent, the Borrower, and the undersigned Lenders hereby acknowledge, agree and consent to the following:

1. Defined Terms. Except as defined herein, capitalized terms used herein shall have the meanings, if any, assigned to such terms in the Forbearance Agreement.

2. Interpretation. The rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Sixth Amendment and are incorporated herein by this reference.

3. Amendments.

(a) Section 4 of the Forbearance Agreement is replaced in its entirety and further amended as follows:

"4. Forbearance. During the period (the "Forbearance Period") commencing on the Forbearance Effective Date (as defined herein) and ending on the date (the "Forbearance Termination Date") which is the earliest to occur of (a) May 15, 2019, (b) the failure to meet any Milestone (as defined in Section 8 hereof); (c) the occurrence of any Default or Event of Default under the Credit Agreement (other than the Specified Defaults), (d) the failure of the Borrower to comply with any of the requirements of Section 6 or Section 7 hereof, (e) the acceleration of the 9.125% Senior Notes due 2020 (the "Notes") issued

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pursuant to that certain Indenture dated as of March 23, 2012 (the "Notes Indenture") by and among the Borrower, the guarantors party thereto, and U.S. Bank National Association, as trustee (in such capacity, the "Notes Trustee"), or (f) any action by the Notes Trustee and/or any holder of Notes to exercise rights or remedies pursuant to the Notes Indenture after an Event of Default (as defined in the Notes Indenture), the Required Lenders hereby forbear from enforcement of:

(a) the requirement of Section 6.01(a) of the Credit Agreement that the report and opinion of Ernst & Young, KPMG or another independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders delivered with respect to the consolidated balance sheet of the Borrower and its Subsidiaries as at the end of the fiscal year ended December 31, 2018, and the related consolidated statement of income or operations, and consolidated statement of changes in shareholders' equity, and cash flows for such fiscal year, not include an explanatory paragraph expressing substantial doubt about the ability of the Borrower or any Loan Party to continue as a going concern or any qualification or exception as to the scope of such audit;

(b) any Default or Event of Default under Section 8.01(b) of the Credit Agreement, resulting from the Consolidated Senior Secured Eligible RMR Leverage Ratio exceeding the limit specified in Section 7.11(c) of the Credit Agreement as of the fiscal quarter ended March 31, 2019 (the "Financial Covenant Default"); and

(c) any Default or Event of Default under Section 8.01(e) of the Credit Agreement, resulting from the Borrower's failure to make the interest payment due on April 1, 2019 under the Senior Unsecured Notes.

Upon the Forbearance Termination Date, (i) the forbearance set forth in this Section 4 of this Forbearance shall terminate automatically and be of no further force or effect, and (ii) subject to the terms of the Loan Documents and applicable law, the Administrative Agent and each Lender shall be free in its sole and absolute discretion, without limitation, to proceed to enforce any or all of its rights and remedies set forth in the Credit Agreement, the other Loan Documents and applicable law. In furtherance of the foregoing, and notwithstanding the occurrence of the Forbearance Effective Date, each Loan Party acknowledges and confirms that, subject to the Forbearance, all rights and remedies of the Administrative Agent and the Lenders under the Loan Documents and applicable law with respect to the Borrower or any other Loan Party shall continue to be available to the Administrative Agent and the Lenders. For the avoidance of doubt, each Loan Party acknowledges and confirms that the agreement of the Administrative Agent and the Lenders signatory hereto temporarily to forbear shall not apply to nor preclude any remedy available to the Administrative Agent or the Lenders in connection with any proceeding commenced under any bankruptcy or insolvency law, including, without limitation, to any relief in respect of adequate protection or relief from any stay imposed under such law. The parties hereto agree that the running of all statutes of limitation and the doctrine of laches applicable to all claims or causes of action that the Administrative Agent or any Lender may be entitled to take or bring in order to enforce its rights and remedies against the Borrower or any other Loan Party are, to the fullest extent permitted by law, tolled and suspended during the Forbearance Period. For the avoidance of doubt, no grace period or period required for a Default to mature or become an Event of Default shall be tolled or suspended by this Forbearance."

(b) Section 8(b) of the Forbearance Agreement is replaced in its entirety and further amended as follows:

“(b) No later than 5:00 p.m. (New York Time) on May 15, 2019, the Borrower shall have entered into a restructuring support agreement acceptable to holders of at least 50% of the outstanding Term B-2 Loans, in their sole discretion.”

4. Other Terms. Except as expressly set forth herein, all other terms of the Forbearance Agreement shall remain in full force and effect, and nothing in this Sixth Amendment shall be construed as modifying or amending any such terms unless otherwise expressly provided herein.

5. Conditions Precedent to Effectiveness. This Sixth Amendment shall become effective on the date (the “Sixth Amendment Effective Date”) upon which each of the conditions precedent set forth below have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received a counterpart of this Sixth Amendment signed by each of the Borrower, the Administrative Agent and the Required Lenders.

(b) after giving effect to the forbearance under the Forbearance Agreement, the representations and warranties of the Borrower contained in Article V of the Credit Agreement or any other Loan Document are true and correct in all material respects (or with respect to representations and warranties qualified by materiality, in all respects) on and as of the Sixth Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date in all material respects (or with respect to representations and warranties qualified by materiality, in all respects), except that the representations and warranties contained in Sections 5.05(a) and (b) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b) of the Credit Agreement, respectively.

6. Counterparts. This Sixth Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Sixth Amendment by telecopy or other electronic imaging means (including “.pdf”) shall be effective as delivery of a manually executed counterpart of this Sixth Amendment.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the date and year first above written.

MONITRONICS INTERNATIONAL, INC.

By: /s/ William E. Niles

Name: William E. Niles

Title: Executive Vice President and Secretary

*[Signature page to Amendment No. 6 to Forbearance Agreement]*

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[BANK OF AMERICA, N.A.]

*[Signature page to Amendment No. 6 to Forbearance Agreement]*

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[CONSENTING LENDER]

*[Signature page to Amendment No. 6 to Forbearance Agreement]*

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