UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **August 30, 2019**

MONITRONICS INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	**333-110025**	**74-2719343**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. 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)

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**
None	None	None

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. ☐

Introductory Note

As previously disclosed on June 30, 2019, Monitronics International, Inc. (the "***Company***") and certain of the Company's domestic subsidiaries (collectively, the "***Debtors***") filed voluntary petitions for relief (the "***Chapter 11 Cases***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Court***") under the caption *In re: Monitronics International, Inc., et al.* seeking relief under the provisions of Chapter 11 of Title 11 ("***Chapter 11***") of the United States Code (the "***Bankruptcy Code***").

On August 7, 2019, the Bankruptcy Court entered an order, Docket No. 199 (the "***Confirmation Order***"), confirming and approving the Debtors' Joint Partial Prepackaged Plan of Reorganization (including all exhibits thereto, and as modified by the Confirmation Order, the "***Plan***") that was previously filed with the Bankruptcy Court on June 30, 2019. A summary of the material features of the Plan and related financing arrangements is contained in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "***SEC***") on August 13, 2019.

On August 30, 2019 (the "***Effective Date***"), the conditions to the effectiveness of the Plan were satisfied and the Company emerged from Chapter 11.

Item 1.03 Bankruptcy or Receivership

As previously disclosed, on August 7, 2019 the Bankruptcy Court entered the Confirmation Order confirming the Plan, as modified by the Confirmation Order.

On August 30, 2019, the Company filed the Amended Plan Supplement (the "***Amendment***") with the Bankruptcy Court.

This foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Directors

Pursuant to the Plan, as of the Effective Date, the following directors ceased to serve on the Company's board of directors: William E. Niles, Sherman Edmiston III and Marc Beilinson.

Appointment of Directors

Pursuant to the Plan, the Company's new board of directors, consisting of the following persons, was appointed as of the Effective Date:

Jeffery R. Gardner serves as the Chief Executive Officer and President of the Company and served as a Director of Ascent Capital from November 2016 until its merger with the Company. Mr. Gardner has more than 25 years of expertise in the telecommunications industry and has specific expertise in the areas of operations management, strategic development, finance, accounting and financial reporting. Mr. Gardner was the President and CEO of Windstream, a Fortune 500 communications and services provider. Before that, he was Executive Vice President and Chief Financial Officer of Alltel Corporation, and served in various executive positions at 360 Communications. Mr. Gardner also currently serves on the Board of Directors for CalAmp Corporation and the Qorvo Corporation, where he is also Chairman of the audit committee. From 2006 to 2015, Mr. Gardner served on the Board of Directors for Windstream Corporation. From 2012 to 2013, Mr. Gardner served as Chairman of the United States Telecom Association. Mr. Gardner earned a B.A. in finance and accounting from Purdue University and holds an MBA from the College of William & Mary.

Michael Kneeland has more than 35 years of management experience in the equipment rental industry, including key positions in sales and operations with private, public and investor-owned companies, including United Rentals, Inc., Free State Industries, Inc. and Equipment Supply Company. Mr. Kneeland has been non-executive Chairman of the Board of Directors of United Rentals since May 2019, following his retirement as chief executive officer, a position he had held since 2008. He has also served as a member of the board since 2008 and, from 2008 until March 2018, he served as president of United Rentals. Previously, he served as interim chief executive officer of United Rentals from 2007 to 2008. Mr. Kneeland joined United Rentals in 1998 as district manager upon its acquisition of Equipment Supply Company and held a variety of management roles from 1998 to 2007, including being named as executive vice president-operations in 2003. Mr. Kneeland also serves on the board of directors of Anticimex Group, a private pest-control company with headquarters in Stockholm, Sweden. From 2011 until June 2019, he also served on the board of directors of YRC Worldwide, Inc., a leading provider of transportation and global logistics services, and he served as the Chairman of the Compensation Committee from July 2011 until May 2017. In 2015, Mr. Kneeland was designated Co-Chair, Transportation Stakeholder Alliance (The Business Council of Fairfield County) and was also appointed to the National Advisory Board for the Johns Hopkins Berman Institute of Bioethics.

Stephen Escudier is a Partner with the Credit Platform at EQT Partners based in New York. Mr. Escudier joined EQT Partners in 2010 in London and in 2017 moved to New York to establish the Credit business in North America focusing on the Special Situations Strategy. Prior to joining EQT Partners, Mr. Escudier worked for Apollo Management, a private equity investment firm focusing on leveraged buyouts and the purchase of distressed securities, from 2006 to 2009. Before this, he was involved in structuring and negotiating financing for leveraged buyouts and corporate acquisitions in the Morgan Stanley Leveraged and Acquisition Finance team in London from 2004 to 2006. Mr. Escudier graduated from Imperial College of Science, Technology and Medicine in 2004 with a first class honours Masters degree in Mechanical Engineering.

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Michael Meyers currently serves as an adjunct professor at Texas Christian University, where he teaches an MBA case study course at the Neeley School of Business that focuses on how capital structure enhances shareholder value. Mr. Meyers has held this position since January 2018. He also currently serves as the Manager of Mike R. Meyers LLC, a consulting and advisory services firm. Mr. Meyers previously served as Senior Vice President and Chief Financial Officer of Ascent Capital.

Mitchell Grossinger Etess served as Chief Executive Officer of Mohegan Gaming & Entertainment from May 2006 to September 2015. He also served as President and Chief Executive Officer of the Mohegan Sun, a gaming and entertainment complex owned by Mohegan Gaming & Entertainment, from August 2004 to December 2010. Mr. Etess previously served as Executive Vice President of Marketing from October 1999 to August 2004 and Senior Vice President of Marketing from November 1995 to October 1999. Prior to his employment with Mohegan Gaming & Entertainment and Mohegan Sun, Mr. Etess served as Vice President of Marketing at Players Island and Senior Vice President of Marketing and Hotel Operations at Trump Plaza Hotel and Casino. He also held various management positions in the hospitality and advertising industries.

Patrick J. Bartels, Jr. is a senior investment professional with 20 years of experience and currently serves as the Managing Member of Redan Advisors LLC. His professional experience includes investing in complex financial restructurings and process intensive situations in North America, Asia and Europe in a broad universe of industries. Mr. Bartels has led creditors' committees and served as a director on numerous public and private boards of directors with an extensive track-record of driving value added returns for all stakeholders through governance, incentive alignment, capital markets transactions and mergers and acquisitions. Mr. Bartels currently serves on the board of directors of B. Riley Principal Merger Corp., Parker Drilling Company, Vanguard Natural Resources, Inc., and Arch Coal, Inc. Mr. Bartels also served on the board of directors of WCI Communities, Inc. Mr. Bartels was previously a

Managing Principal of Monarch Alternative Capital LP in New York, a private investment firm that focuses primarily on distressed companies. Prior to joining Monarch Alternative Capital LP, Mr. Bartels was a high-yield investments analyst at Invesco Ltd. He began his career at PricewaterhouseCoopers LLP, where he was a Certified Public Accountant. Mr. Bartels received a Bachelor of Science in Accounting with a concentration in Finance from Bucknell University. He also holds the Chartered Financial Analyst designation.

Indemnification of Directors

As of the Effective Date, the Company entered into indemnification agreements with each of its directors. The indemnification agreements require the Company to (i) indemnify the directors to the fullest extent permitted by law against liabilities that may arise by reason of their service to the Company and (ii) advance expenses reasonably incurred as a result of any proceeding against them as to which they could be indemnified. The Company may enter into indemnification agreements with any future directors.

Each indemnification agreement is in substantially the form included herein as Exhibit 10.1 to this Current Report on Form 8-K. The description of the indemnification agreements is qualified in its entirety by reference to the full text of the form of indemnification agreement, which is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On August 30, 2019, in connection with and pursuant to the Plan, the Company effected the conversion of the Company from a Texas corporation to a Delaware corporation (the "***Conversion***").

Pursuant to the Conversion, the Company adopted new organizational and governance documents, including a certificate of incorporation (the "***Certificate of Incorporation***") and bylaws (the "***Bylaws***"). Descriptions of the material provisions of the Certificate of Incorporation and the Bylaws are contained in the Company's registration statement on Form S-4 (as amended), initially filed with the SEC on May 28, 2019. The description therein is incorporated by reference herein.

The descriptions of the Certificate of Incorporation and the Bylaws are qualified in their entirety by reference to the full texts of the Certificate of Incorporation and the Bylaws, which are incorporated herein as Exhibits 3.1 and 3.2, respectively to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Exhibits
2.1	Amended Plan Supplement of Monitronics International, Inc. and its Affiliated Debtors, dated September 3, 2019.
3.1	Certificate of Incorporation of Monitronics International, Inc.
3.2	Bylaws of Monitronics International, Inc.
10.1	Form of Indemnification Agreement between Monitronics International, Inc. and the directors of Monitronics International, Inc.

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: September 4, 2019

By: /s/ Jeffery Gardner
Jeffery Gardner
President and Chief Executive Officer

Exhibit 2.1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
MONITRONICS INTERNATIONAL, INC., *et al*.,	§	Case No. 19-33650 (DRJ)
Debtors.(1)	§	Jointly Administered

NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT FOR THE JOINT PARTIAL PREPACKAGED PLAN OF REORGANIZATION OF MONITRONICS INTERNATIONAL, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that, as contemplated by the *Joint Partial Prepackaged Plan of Reorganization of Monitronics International, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 18] (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "**Plan**"), the above- captioned debtors and debtors-in-possession (collectively, the "**Debtors**") filed the plan supplement [Docket No. 157] (the "**Plan Supplement**") with the United Stated Bankruptcy Court for the Southern District of Texas (the "**Court**") on July 28, 2019. Capitalized terms used but not defined herein have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this amendment to the Plan Supplement (this "**Amended Plan Supplement**").

PLEASE TAKE FURTHER NOTICE that this Amended Plan Supplement includes current drafts of the following documents (in each case, as may be amended, modified, or supplemented from time to time):

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(1) The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Monitronics International, Inc. (9343), Security Networks, LLC (8893), MIBU Servicer Inc. (5978), LiveWatch Security, LLC (3274), Platinum Security Solutions, Inc. (3850), Monitronics Canada, Inc. (9545), MI Servicer LP, LLC (N/A), Monitronics Security, LP (6524), and Monitronics Funding, LP (6754). The location of the Debtors' corporate headquarters and the Debtors' service address is: 1990 Wittington Place, Farmers Branch, Texas 75234.

Exhibit 4	Form of New Exit Facilities Credit Agreement
Exhibit 5	Form of Takeback Exit Term Loan Facility Credit Agreement
Schedule 5	Members of New Boards
Schedule 5-1	Redline Comparison Showing Changes to the Schedule of Members of New Boards

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement and the final versions may contain material differences from the versions filed herewith. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court.

PLEASE TAKE FURTHER NOTICE that on August 7, 2019, the Court entered the *Order Approving Debtors' Disclosure Statement and Confirming Debtors' Joint Partial Prepackaged Plan of Reorganization* [Docket No. 199], confirming the Plan. The Plan Supplement and the Amended Plan Supplement are integral to, part of, and incorporated by reference into the Plan.

PLEASE TAKE FURTHER NOTICE that the copies of the documents included in the Plan Supplement, the Amended Plan Supplement, or the Plan, or any other document filed in the Debtors' chapter 11 cases, may be obtained free of charge by contacting the Debtors' Solicitation Agent (a) by phone at (844) 217-1401 or +1 (347) 859-8092 (international); (b) by email at monitronicsballots@primeclerk.com, including "Monitronics" in the subject line of any such email; or (c) through the website maintained by the Solicitation Agent in connection with the chapter 11 cases at https://cases.primeclerk.com/monitronics. You may also obtain copies of any pleadings by visiting the Court's website at https://ecf.txsb.uscourts.gov in accordance with the procedures and fees set forth therein.

Dated: September 3, 2019
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 4

Form of New Exit Facilities Credit Agreement

[Separately filed]

Exhibit 5

Form of Takeback Exit Term Loan Facility Credit Agreement

[Separately filed]

Schedule 5

Members of New Boards

Schedule 5

New Boards

I. Reorganized Monitronics Board

As of the Effective Date, the board of directors of Reorganized Monitronics (the "Reorganized Monitronics Board") will consist of seven members, and is expected to consist of the chief executive officer and the six individuals listed below (collectively, the "Initial Directors"). The Reorganized Monitronics Board will be divided into three classes, with two directors in each of Class I and Class II and three directors in Class III. The Initial Directors and initial chairman of the board of directors will be selected as described in the Governance Term Sheet annexed to the RSA (the "Governance Term Sheet").

The following sets forth certain information concerning the persons who are expected to serve as the Initial Directors as of the Effective Date.

Name	Age	Position	Director Class
Patrick J. Bartels, Jr.	43	Director	Class II
Stephen Escudier	37	Director	Class III
Mitchell Grossinger Etess	61	Director	Class I
Jeffery R. Gardner	59	Chief Executive Officer and Director	Class I
Michael Kneeland	65	Director	Class III
Andrew Konopelski	43	Director	Class III
Michael Meyers	62	Director	Class II

Patrick J. Bartels, Jr. is a senior investment professional with 20 years of experience and currently serves as the Managing Member of Redan Advisors LLC. His professional experience includes investing in complex financial restructurings and process intensive situations in North America, Asia and Europe in a broad universe of industries. Mr. Bartels has led creditors' committees and served as a director on numerous public and private boards of directors with an extensive track-record of driving value added returns for all stakeholders through governance, incentive alignment, capital markets transactions and mergers and acquisitions. Mr. Bartels currently serves on the board of directors of B. Riley Principal Merger Corp., Parker Drilling Company, Vanguard Natural Resources, Inc., and Arch Coal, Inc. Mr. Bartels also served on the board of directors of WCI Communities, Inc. Mr. Bartels was previously a Managing Principal of Monarch Alternative Capital LP in New York, a private investment firm that focuses primarily on distressed companies. Prior to joining Monarch Alternative Capital LP, Mr. Bartels was a high-yield investments analyst at Invesco Ltd. He began his career at PricewaterhouseCoopers LLP, where he was a Certified Public Accountant. Mr. Bartels received a Bachelor of Science in Accounting with a concentration in Finance from Bucknell University. He also holds the Chartered Financial Analyst designation.

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Michael Kneeland has more than 35 years of management experience in the equipment rental industry, including key positions in sales and operations with private, public and investor-owned companies, including United Rentals, Inc., Free State Industries, Inc. and Equipment Supply Company. Mr. Kneeland has been non-executive Chairman of the Board of Directors of United Rentals since May 2019, following his retirement as chief executive officer, a position he had held since 2008. He has also served as a member of the board since 2008 and, from 2008 until March 2018, he served as president of United Rentals. Previously, he served as interim chief executive officer of United Rentals from 2007 to 2008. Mr. Kneeland joined United Rentals in 1998 as district manager upon its acquisition of Equipment Supply Company and held a variety of management roles from 1998 to 2007, including being named as executive vice president-operations in 2003. Mr. Kneeland also serves on the board of directors of Anticimex Group, a private pest-control company with headquarters in Stockholm, Sweden. From 2011 until June 2019, he also served on the board of directors of YRC Worldwide, Inc., a leading provider of transportation and global logistics services, and he served as the Chairman of the Compensation Committee from July 2011 until May 2017. In 2015, Mr. Kneeland was designated Co-Chair,

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II. Reorganized Monitronics Chief Executive Officer, Chairman of the Board and Other Officers

As of the Effective Date, the Chairman of the board of directors (the "Chairman of the Board") will be a Class III director chosen by certain significant noteholders as described in the Governance Term Sheet. We expect that Jeffery R. Gardner will serve as the Chief Executive Officer of Restructured Monitronics (the "Chief Executive Officer") and Fred A. Graffam will serve as the Chief Financial Officer of Restructured Monitronics (the "Chief Financial Officer").

III. New Affiliates Boards

The New Affiliates Boards shall be comprised of directors designated in accordance with the Governance Term Sheet.

Schedule 5-1

Redline Comparison of Schedule of Members of New Boards

Schedule 5

New Boards

I. Reorganized Monitronics Board

As of the Effective Date, the board of directors of Reorganized Monitronics (the "Reorganized Monitronics Board") will consist of seven members, and is expected to consist of the chief executive officer and the six individuals listed below (collectively, the "Initial Directors"). The Reorganized Monitronics Board will be divided into three classes, with two directors in each of Class I and Class II and three directors in Class III. The Initial Directors and initial chairman of the board of directors will be selected as described in the Governance Term Sheet annexed to the RSA (the "Governance Term Sheet").

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Stephen Escudier	37	Director	**Class III**
Mitchell Grossinger Etess	61	Director	**Class I**
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Michael Kneeland has more than 35 years of management experience in the equipment rental industry, including key positions in sales and operations with private, public and investor-owned companies, including United Rentals, Inc., Free State Industries, Inc. and Equipment Supply Company. Mr. Kneeland has been non-executive Chairman of the Board of Directors of United Rentals since May 2019, following his retirement as chief executive officer, a position he had held since 2008. He has also served as a member of the board since 2008 and, from 2008 until March 2018, he served as president of United Rentals. Previously, he served as interim chief executive officer of United Rentals from 2007 to 2008. Mr. Kneeland joined United Rentals in 1998 as district manager upon its acquisition of Equipment Supply Company and held

a variety of management roles from 1998 to 2007, including being named as executive vice president-operations in 2003. Mr. Kneeland also serves on the board of directors of Anticimex Group, a private pest-control company with headquarters in Stockholm, Sweden. From 2011 until June 2019, he also served on the board of directors of YRC Worldwide, Inc., a leading provider of transportation and global logistics services, and he served as the Chairman of the Compensation Committee from July 2011 until May 2017. In 2015, Mr. Kneeland was designated Co-Chair, Transportation Stakeholder Alliance (The Business Council of Fairfield County) and was also appointed to the National Advisory Board for the Johns Hopkins Berman Institute of Bioethics.

Andrew Konopelski currently serves as a Partner at EQT Partners, a position he has held since August 2008, and is the head of the EQT Credit advisory team and a member of the Credit Partners Investment Committee. Prior to joining EQT Partners, Mr. Konopelski worked for Tisbury Capital, a multi-strategy hedge fund based in London, where he helped managed a credit portfolio of more than one billion dollars from 2007 to 2008. Prior to Tisbury, Mr. Konopelski worked in the leveraged finance team of Citigroup as Vice President, where he was involved in structuring and arranging financings for financial sponsor-led leveraged buyouts as well as executing of a number of corporate high yield bond transactions. Mr. Konopelski also worked within the mergers and acquisitions and corporate finance divisions of Citigroup earlier in his career. Mr. Konopelski held these various positions at Citigroup from 1998 to 2007. Mr. Konopelski graduated from Duke University in 1998 with degrees in Chemistry and Art History and received a Masters in Finance degree from London Business School in 2002.

Michael Meyers currently serves as an adjunct professor at Texas Christian University, where he teaches an MBA case study course at the Neeley School of Business that focuses on how capital structure enhances shareholder value. Mr. Meyers has held this position since January 2018. He also currently serves as the Manager of Mike R. Meyers LLC, a consulting and advisory services firm. Mr. Meyers previously served as Senior Vice President and Chief Financial Officer of Ascent Capital Group, Inc., from 2011 until October 2017. Mr. Meyers also served as the Chief Financial Officer of Monitronics International, Inc., from July 1996 to October 2017. Prior to joining Monitronics, Mr. Meyers had over 15 years of accounting, finance, and operations experience, including working in public accounting firms as a certified public accountant. He has worked with a variety of businesses, including Fortune 500, medium, and small companies.

II. Reorganized Monitronics Chief Executive Officer, Chairman of the Board and Other Officers

As of the Effective Date, the Chairman of the board of directors (the "Chairman of the Board") will be a Class III director chosen by certain significant noteholders as described in the Governance Term Sheet. We expect that Jeffery R. Gardner will serve as the Chief Executive Officer of Restructured Monitronics (the "Chief Executive Officer") and Fred A. Graffam will serve as the Chief Financial Officer of Restructured Monitronics (the "Chief Financial Officer").

III. New Affiliates Boards

The New Affiliates Boards shall be comprised of directors designated in accordance with the Governance Term Sheet.

Exhibit 3.1

CERTIFICATE OF INCORPORATION
OF
MONITRONICS INTERNATIONAL, INC.

MONITRONICS INTERNATIONAL, INC., a corporation under the laws of the State of Delaware, hereby certifies as follows:

(1) The name of the Corporation is "Monitronics International, Inc." (the "Corporation").

(2) This Certificate of Incorporation (as it may from time to time hereafter be amended or restated, the "Certificate of Incorporation") has been duly adopted in accordance with the plan of reorganization (as supplemented, the "Plan of Reorganization") of Monitronics International, Inc., a Texas corporation (the "Texas Corporation") and predecessor to the Corporation, and certain of its direct and indirect subsidiaries, approved by order dated August 7, 2019 of the United States Bankruptcy Court for the Southern District of Texas, Houston Division Docket No. 199, in *In re: Monitronics International, Inc., et al*., under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. Sections 101-1330), as amended (the "Bankruptcy Code").

(3) The Corporation is being incorporated in Delaware in connection with the conversion of the Texas Corporation to the Corporation (the "Conversion") pursuant to Section 265 of the General Corporation Law of the State of Delaware (the "DGCL"), by the filing of this Certificate of Incorporation and a certificate of conversion with respect to the Conversion with the Secretary of State of the State of Delaware in accordance with Section 265(b) of the DGCL, and upon such filing the Conversion and this Certificate of Incorporation shall become effective as of 9:00 a.m., Eastern Time on August 30, 2019 (the "Effective Time" and such date, the "Effective Date").

ARTICLE I
NAME

The name of the corporation is "Monitronics International, Inc." (the "Corporation").

ARTICLE II
REGISTERED OFFICE

The name and address of the registered office of the Corporation in the State of Delaware is CORPORATION SERVICE COMPANY, 251 Little Falls Drive, Wilmington, DE 19808, county of New Castle.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV
AUTHORIZED STOCK; CERTAIN DEFINITIONS

The total number of shares of capital stock which the Corporation shall have authority to issue is fifty million (50,000,000) shares, consisting of forty-five million (45,000,000) shares of Common Stock, par value $0.01 per share ("Common Stock"), and five million (5,000,000) shares of Preferred Stock, par value $0.01 per share ("Preferred Stock").

The description of the Common Stock and the Preferred Stock of the Corporation, and the relative rights, preferences and limitations thereof, or the method of fixing and establishing the same, are as hereinafter in this Article IV set forth:

SECTION A
COMMON STOCK

1. Voting Rights.

Holders of Common Stock shall be entitled to one vote for each share of such stock held on all matters that may be submitted to a vote of stockholders of the Corporation. Except as otherwise expressly provided in this Certificate of Incorporation and subject to the rights granted to any Preferred Stock, the approval of all matters submitted for a vote of the stockholders of the Corporation shall require, in addition to any other vote required by law, the affirmative vote of holders of at least a majority of the then-issued and outstanding shares of Common Stock. Each holder of Common Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation (as in effect at the time in question, the "Bylaws") and applicable law on all matters submitted for a vote of the stockholders of the Corporation.

2. Dividends Generally.

Subject to the rights granted to any Preferred Stock, the holders of Common Stock shall be entitled to receive ratably in proportion to the number of shares of Common Stock held by them such dividends and distributions (payable in cash, stock or otherwise), if any, as may be declared thereon by the board of directors of the Corporation (the "Board of Directors") at any time and from time to time out of any assets or funds of the Corporation legally available therefor.

3. Liquidation and Dissolution.

In the event of a liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and liabilities of the Corporation and subject to the prior payment in full of the preferential amounts to which any series of Preferred Stock is entitled, the holders of Common Stock shall share equally, on a share for share basis, in the assets of the Corporation remaining for distribution to the holders of Common Stock. Neither the consolidation or merger of the Corporation with or into any other person or persons nor the sale, transfer or lease of all or substantially all of the assets of the Corporation shall itself be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph 3.

SECTION B
PREFERRED STOCK

The Preferred Stock may be issued in one or more series from time to time, with such powers, designations, preferences and relative, participating, optional or other rights, and such qualifications, limitations or restrictions, as shall be stated and expressed in a resolution or resolutions providing for the issue of each such series adopted by the Board of Directors in accordance with this Section B (a "Preferred Stock Designation"). The Board of Directors, in the Preferred Stock Designation with respect to a series of Preferred Stock (a copy of which shall be filed with the Secretary of State of the State of Delaware as required by the DGCL), shall, without limitation of the foregoing, be authorized to fix the following with respect to such series of Preferred Stock:

(i) the distinctive serial designations and the number of authorized shares of such series, which may be increased or decreased from time to time, but not below the number of shares thereof then outstanding, by a certificate made, signed and filed as required by law (except where otherwise provided in a Preferred Stock Designation);

(ii) the dividend rate or amounts, if any, for such series, the date or dates from which dividends on all shares of such series shall be cumulative, if dividends on stock of such series shall be cumulative, and the relative preferences or rights of priority, if any, or participation, if any, with respect to payment of dividends on shares of such series;

(iii) the rights of the shares of such series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, if any, and the relative preferences or rights of priority, if any, of payment of shares of such series;

(iv) the right, if any, of the holders of such series to convert or exchange such shares into or for other classes or series of a class of stock or indebtedness of the Corporation or of another person, and the terms and conditions of such conversion or exchange, including provision for the adjustment of the conversion or exchange rate in such events as the Board of Directors may determine;

(v) the voting powers, if any, of the holders of such series;

(vi) the terms and conditions, if any, for the Corporation to purchase or redeem shares of such series; and

(vii) any other relative rights, powers, preferences and limitations, if any, of such series.

The Board of Directors is hereby expressly authorized, subject to Article VIII of this Certificate of Incorporation, to exercise its authority with respect to fixing and designating various series of the Preferred Stock and determining the relative rights, powers, designations, qualifications, limitations, restrictions and preferences, if any, thereof to the full extent permitted by applicable law, subject to any stockholder vote that may be required by this Certificate of Incorporation or the DGCL. All shares of any one series of the Preferred Stock shall be alike in

every particular. Except to the extent otherwise expressly provided in the Preferred Stock Designation for a series of Preferred Stock, the holders of shares of such series shall have no voting rights except as may be required by the DGCL. Further, unless otherwise expressly provided in the Preferred Stock Designation for a series of Preferred Stock, no consent or vote of the holders of shares of Preferred Stock or any series thereof shall be required for any amendment to this Certificate of Incorporation that would increase the number of authorized shares of Preferred Stock or the number of authorized shares of any series thereof or decrease the number of authorized shares of Preferred Stock or the number of authorized shares of any series thereof (but not below the number of authorized shares of Preferred Stock or such series, as the case may be, then outstanding).

Except as may be provided in a Preferred Stock Designation or required by the DGCL, shares of any series of Preferred Stock that have been redeemed (whether through the operation of a sinking fund or otherwise) or purchased by the Corporation, or which, if convertible or exchangeable, have been converted into or exchanged for shares of stock of any other class or classes, shall have the status of authorized and unissued shares of Preferred Stock and may be reissued as a part of the series of which they were originally a part or may be reissued as part of a new series of Preferred Stock to be created by a Preferred Stock Designation or as part of any other series of Preferred Stock.

SECTION C
NON-VOTING EQUITY SECURITIES

The Corporation shall not issue any non-voting equity securities to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code as in effect on theEffective Date; provided that the foregoing restriction (i) shall have such force and effect only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, (ii) shall not have any further force or effect beyond that required under Section 1123(a)(6), and (iii) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

SECTION D
CERTAIN DEFINITIONS

As used in this Certificate of Incorporation, the following terms shall have the meanings set forth below:

(a) "Affiliate" means with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment manager or investment advisor to which is such person or its Affiliate). For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise.

(b) "beneficially own" has the meaning ascribed to such term in Rule 13d-3 under the Securities Exchange Act.

(c) "Business Day" means any day other than a Saturday, Sunday or day on which commercial banks in the States of Delaware or New York are authorized or required by law to be closed for business.

(d) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(e) "New Equity Securities" means any and all (A) shares of Common Stock, Preferred Stock or other equity securities of the Corporation, (B) equity securities of any subsidiary of the Corporation, (C) securities exchangeable into, or convertible or exercisable for, shares or securities of a type specified in clause (A) or (B), and (D) options, warrants or other rights to acquire securities of a type specified in clause (A) or (B), in each case other than as issued (1) to employees, officers, directors or consultants pursuant to any equity-based compensation or incentive plan approved by the Board of Directors or provided for under the Plan of Reorganization, and securities issued or issuable upon exercise or conversion of such options, warrants, convertible securities or other rights, (2) in connection with a stock split, payment of dividends or any similar recapitalization, reclassification, distribution, exchange or readjustment of shares approved by the Board of Directors, (3) pursuant to the Plan of Reorganization, (4) as merger or purchase price consideration in any business combination, consolidation, merger or acquisition transaction or joint venture involving the Corporation or any of its subsidiaries that is approved by the Board of Directors, (5) upon the conversion or exercise of any securities convertible or exercisable for shares or securities of the type specified in clause (A) or (B), (6) as a bona fide "equity kicker" issued to one or more third party lenders to whom the Corporation or one or more of its subsidiaries is becoming indebted in connection with the incurrence of any bona fide indebtedness for borrowed money approved by the Board of Directors, provided that the aggregate amount issued with respect to all such issuances is less than 5.0% of the then-outstanding shares of Common Stock or (7) in an IPO (as defined below).

(f) "person" means any individual, corporation, partnership, limited liability company, unincorporated association or other entity.

(g) "Securities Act" means the Securities Act of 1933, as amended.

(h) "Whole Board" shall mean, at any time, the total number of authorized directors of the Corporation at such time, whether or not any vacancies then exist on the Board of Directors.

SECTION E
PREEMPTIVE RIGHTS

1. The Corporation hereby grants to each stockholder that beneficially owns (including all shares beneficially owned by such stockholder's Affiliates) at least 10% of the total shares

of Common Stock outstanding as of the close of business on the record date established by the Board of Directors (each such stockholder, a "Preemptive Rightsholder"), which record date shall not be more than ten (10) Business Days (as defined below) prior to the Corporation's delivery of the Issuance Notice (as defined below), the right to purchase, on the terms and conditions set forth in this Section E, up to such stockholder's pro rata portion (based on the number of shares of Common Stock beneficially owned by such stockholder as of the close of business on such record date, as a percentage of the total number of then-outstanding shares of Common Stock) of any New Equity Securities (as defined below) that the Corporation or any of its subsidiaries proposes to sell or issue at any time and from time to time after the date hereof. The rights of Preemptive Rightsholders to purchase New Equity Securities pursuant to this Section E (the "Equity Purchase Right") shall apply at the time of issuance of any option, warrant, right or other convertible or exchangeable security that constitutes a New Equity Security, and not to any subsequent conversion, exchange or exercise of such New Equity Security in accordance with its terms.

2. The Corporation shall give each Preemptive Rightsholder written notice of any proposed issuance or sale of New Equity Securities that is subject to the Equity Purchase Right at least ten (10) Business Days prior to the proposed issuance or sale. Such notice (an "Issuance Notice") shall set forth the material terms and conditions of the proposed transaction, including the proposed manner of issuance or sale, a description of the New Equity Securities, the total number of New Equity Securities proposed to be issued or sold, the proposed issuance or sale date, the proposed purchase price per share, including a reasonable description of any non-cash consideration, and (if known) the name and address of the proposed purchaser(s) of the New Equity Securities.

3. At any time during the ten (10) Business Days following receipt of an Issuance Notice, each Preemptive Rightsholder shall have the right, but not the obligation, to irrevocably elect, by written notice to the Corporation, to purchase such Preemptive Rightsholder's pro rata portion of the New Equity Securities at the purchase price set forth in such Issuance Notice and upon the other terms and conditions specified in such Issuance Notice (except that, to the extent the purchase price includes non-cash consideration, a Preemptive Rightsholder shall pay the cash equivalent thereof as reasonably determined by the Board of Directors and specified in the Issuance Notice); provided that no Preemptive Rightsholder shall be obligated (or permitted without the Corporation's consent) to purchase any New Equity Securities pursuant to this Section E unless all required regulatory approvals, if any, applicable to such purchase have been obtained. Except as provided in the next sentence, the purchase of New Equity Securities by the electing Preemptive Rightsholders shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. The closing of the purchase of New Equity Securities by any electing Preemptive Rightsholder may be extended beyond the closing of the transaction described in the Issuance Notice, to the extent necessary to (i) obtain required approvals of governmental authorities and other required regulatory approvals which such Preemptive Rightsholder shall be diligently pursuing in good faith (and the Corporation shall use its commercially reasonable efforts to obtain any approvals required to be obtained by it provided that the Corporation shall not be required to incur any material out-of-pocket unreimbursed expenses in connection therewith) and (ii) permit such Preemptive Rightsholder to complete its internal capital call process following receipt

of the Issuance Notice; provided that the approval of the Board of Directors shall be required to extend any such closing of the purchase by an electing Preemptive Rightsholder beyond the date that is thirty (30) days after delivery of the applicable Issuance Notice. Notwithstanding anything to the contrary contained herein, in the event that the closing of any purchase of New Equity Securities by any Preemptive Rightsholder is extended pursuant to this paragraph 4, such extension shall not preclude the consummation of the issuance or sale of the remaining New Equity Securities described in the Issuance Notice from occurring prior to such closing.

4. To the extent that one or more Preemptive Rightsholders does not fully and timely exercise its Equity Purchase Rights, in accordance with the terms and conditions set forth in this Section E, or elects to exercise such rights with respect to less than such Preemptive Rightsholder's pro rata portion of the New Equity Securities (the difference between such Preemptive Rightsholder's pro rata portion of the New Equity Securities and the number of New Equity Securities for which such Preemptive Rightsholder Holder exercises its preemptive rights under this Section E, the "Excess Shares"), then the Corporation (or the applicable subsidiary) shall offer to sell to the Preemptive Rightsholder(s) that elected to purchase all of their pro rata portions of the New Equity Securities, pro rata and at the same price and on the same terms as those specified in the Issuance Notice, and such Preemptive Rightsholder(s) shall have the right to acquire, all or any portion of such Excess Shares within two (2) Business Days following the expiration of the ten (10) Business Day period specified in Section E.3 by delivering written notice thereof to the Corporation.

5. Following compliance with the terms and conditions set forth in this Section E, the Corporation (or its applicable subsidiary) shall be free to consummate the proposed issuance or sale in the transaction described in the applicable Issuance Notice of all or any portion of the remaining New Equity Securities that the Preemptive Rightsholders have not elected to purchase, on terms no less favorable to the Corporation than those set forth in the Issuance Notice; provided that (i) such issuance or sale is closed within ninety (90) days after the date the related Issuance Notice was given (provided, however, that if such issuance or sale is subject to regulatory approval, such 90-day period shall be extended until the expiration of five (5) Business Days after all such approvals have been received, but in no event beyond one hundred eighty (180) days after the related Issuance Notice was given) and (ii) the price at which such New Equity Securities are issued and sold must be equal to or higher than the purchase price described in the Issuance Notice. In the event that the Corporation (or its applicable subsidiary) has not sold such New Equity Securities within such ninety (90)-day period (as so extended), the Corporation (or its applicable subsidiary) shall not thereafter issue or sell any New Equity Securities without first again offering such securities to the stockholders entitled to preemptive rights in the manner provided in this Section E.

6. Except as otherwise determined pursuant to a resolution adopted by the Board of Directors, the rights and obligations set forth in this Section E shall automatically terminate upon, and shall cease to have any force or effect in the event that (i) the Common Stock is listed on a national securities exchange (which, for the avoidance of doubt, does not include an "over-the-counter" system or network) in the United States or (ii) the Corporation consummates a public offering and sale of Common Stock pursuant to an effective registration statement

under the Securities Act, other than a registration statement on Form S-4 or Form S-8 or their equivalent (such public offering and sale, an "IPO").

7. Notwithstanding anything to the contrary contained herein, the Corporation and/or any of its subsidiaries may issue or sell New Equity Securities to any purchaser (an "Accelerated Buyer") without first complying with the foregoing provisions of this Section E (an "Accelerated Sale") if the Board of Directors determines in good faith that it is in the best interests of the Corporation to consummate such issuance or sale without having first complied with such provisions; provided that in connection with any such Accelerated Sale, the Corporation shall give the Preemptive Rightsholders written notice of such Accelerated Sale as promptly as practicable, which notice (an "Accelerated Sale Notice") shall describe in reasonable detail (a) the material terms and conditions of the Accelerated Sale, including the number or amount and description of the New Equity Securities issued, the issuance or sale date, the purchase price per share (including a reasonable description of any non-cash consideration), and the name and address of the Accelerated Buyer and (b) the rights of the Preemptive Rightsholders to purchase New Equity Securities, pursuant to the next sentence of this paragraph 8, in connection with such issuance or sale. In the event of any such Accelerated Sale of New Equity Securities, each Preemptive Rightsholder shall have the right, at any time during the ten (10) Business Days following receipt of the Accelerated Sale Notice, to elect to purchase New Equity Securities in an amount equal to all or any part of such Preemptive Rightsholder's pro rata portion (based upon the number of shares of Common Stock beneficially owned by such Preemptive Rightsholder as of the close of business on date of the Accelerated Sale Notice as a percentage of the total number of shares of Common Stock then outstanding) of the New Equity Securities issued to the Accelerated Buyer, by delivering written notice of such election to the Corporation, whereupon the Corporation shall give effect to such exercise by either (i) requiring that the Accelerated Buyer sell down a portion of its New Equity Securities, or (ii) issuing additional New Equity Securities to such Preemptive Rightsholder, or a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rightsholder with the same opportunity to hold the same percentage of the total number of New Equity Securities outstanding following the issuance or sale to such Preemptive Rightsholder (and to any other Preemptive Rightsholders exercising the rights granted under this sentence) that such Preemptive Rightsholder would have received had the Corporation complied with the provisions of Sections E.1 through E.6 of this Article IV.

ARTICLE V
BOARD OF DIRECTORS

SECTION A
NUMBER OF DIRECTORS; INITIAL BOARD

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. As of the date hereof, the Board of Directors shall consist of seven directors, who shall be the individuals identified in the Plan of Reorganization (such seven individuals, the "Initial Board").

Subject to the rights of holders of any series of Preferred Stock of the Corporation to elect additional directors under the circumstances set forth in any Preferred Stock Designation, the number of directors may be increased or decreased from time to time pursuant to a resolution adopted by directors representing at least three-fourths (3/4) of the Whole Board; provided, however, that the number of directors constituting the Whole Board shall not be less than five (5) or more than nine (9).

SECTION B
CLASSES AND TERM

Subject to the rights of holders of any series of Preferred Stock of the Corporation to elect additional directors under the circumstances set forth in any Preferred Stock Designation, which additional directors are not required pursuant to the terms of such Preferred Stock Designation to be classified for purposes of this Section B, the Board of Directors of the Corporation shall be divided into three classes, designated Class I, Class II and Class III. As of the date hereof, each of Class I and Class II shall consist of two (2) directors and Class III shall consist of three (3) directors. In the event the number of directors constituting the Whole Board is increased or decreased after the date hereof in accordance with Section A of this Article V, such increase or decrease shall be implemented in a manner such that Class I, Class II and Class III remain as nearly equal in size as possible. Each director shall serve for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected; provided that (i) the directors initially designated as Class I directors as of the date hereof shall serve for a term ending on the date of the first annual meeting of stockholders to occur after the first anniversary of the Effective Date, (ii) the directors initially designated as Class II directors as of the date hereof shall serve for a term ending on the date of the first annual meeting of stockholders to occur after the second anniversary of the Effective Date and (iii) the directors initially designated as Class III directors as of the date hereof shall serve for a term ending on the date of the first annual meeting of stockholders to occur after the third anniversary of the Effective Date.

At each annual meeting of stockholders, directors elected to replace those of a class whose terms expire at such annual meeting shall be elected to hold office until the third succeeding annual meeting after their election and until their respective successors shall have been duly elected and qualified. Each director shall hold office until the annual meeting of stockholders for the year in which such director's term expires and a successor is duly elected and qualified or until his or her earlier death, resignation or removal as provided herein. Nothing in this Certificate of Incorporation shall preclude a director from serving consecutive terms.

SECTION C
ELECTION OF DIRECTORS

Subject to the rights of holders of any series of Preferred Stock of the Corporation to elect additional directors under the circumstances set forth in any Preferred Stock Designation, a nominee for director (other than a nominee to fill a vacancy on the Board of Directors who is submitted for a stockholder vote in accordance with Section D of this Article V) shall be elected to the Board of Directors at a duly called meeting of the stockholders of the Corporation at which a quorum is present by a plurality of the votes cast by holders of shares of Common Stock (and

shares of any series of Preferred Stock entitled under a Preferred Stock Designation to vote with the holders of Common Stock in an election of directors) present in person or represented by proxy at such meeting (with "abstentions" and "broker non-votes" not counted as votes cast for this purpose).

In the event that any stockholder which, together with its Affiliates, beneficially owns at least ten percent (10%) of the outstanding Common Stock of the Corporation as of the Effective Date (a "Significant Stockholder") is a party to a written agreement with the Corporation as of the Effective Date (a "Nominating Agreement") entitling such stockholder to nominate one or more persons for election to the Board of Directors, if such Nominating Agreement remains in effect at the time the Board of Directors determines its nominees for election at any stockholder meeting, the persons nominated by the Board of Directors shall be selected in a manner consistent with the provisions of such Nominating Agreement.

There shall not be cumulative voting by stockholders in the election of directors of the Corporation. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

SECTION D
REMOVAL OF DIRECTORS

Except as otherwise required by applicable law, and subject to the rights of holders of any series of Preferred Stock set forth in any Preferred Stock Designation, any one or more of the directors may be removed from office, with or without cause, only by the affirmative vote or written consent of a majority of the total voting power of the then outstanding shares of Common Stock and any then outstanding shares of any series of Preferred Stock entitled to vote with the Common Stock in an election of directors, voting together as a single class; provided that, (i) until the date of the first annual meeting of stockholders to occur after the second anniversary of the Effective Date, no director of the Initial Board (other than the CEO) may be removed from office without cause (as defined below), except with the prior written consent of the stockholder(s) who designated such director to such the Initial Board as identified in the Plan of Reorganization, and (ii) no director designated or nominated by a Significant Stockholder may be removed from office without cause, for so long as such Significant Stockholder retains its status as such, except with the prior written consent of such Significant Stockholder. For purposes of this paragraph, "cause" shall mean (i) the director's conviction or plea of *nolo contendere* of a felony involving moral turpitude, (ii) the director's commission of any material act of dishonesty resulting or intended to result in material personal gain or enrichment of such director at the expense of the Corporation or any of its subsidiaries, (iii) the willful failure by such director to perform, or the gross negligence of such director in performing, the duties of a director, (iv) the director's being adjudged legally incompetent by a court of competent jurisdiction or (v) cause for removal otherwise exists under Section 141(k)(1) of the DGCL.

SECTION E
NEWLY CREATED DIRECTORSHIPS AND VACANCIES

Subject to the rights of holders of any series of Preferred Stock set forth in any Preferred Stock Designation, vacancies on the Board of Directors resulting from death, resignation, removal,

disqualification or other cause, and newly created directorships resulting from any increase in the number of directors on the Board of Directors, may be filled only (i) by the affirmative vote of a majority of the remaining directors then in office (even though less than a quorum) or by the sole remaining director, (ii) by majority vote of the holders of shares of Common Stock (and shares of any series of Preferred Stock entitled under a Preferred Stock Designation to vote with the holders of Common Stock in an election of directors) present in person or represented by proxy at a duly called meeting of stockholders, or (iii) by written consent of holders of a majority of the shares of Common Stock (and shares of any series of Preferred Stock entitled under a Preferred Stock Designation to vote with the holders of Common Stock in an election of directors). Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the vacancy occurred or to which the new directorship is allocated, and until such director's successor shall have been elected and qualified or until such director's earlier death, resignation or removal. In the event that a vacancy occurs as a result of the death, resignation, removal, disqualification or other cause relating to a director who, at the time of such director's most recent election to the Board of Directors, had been nominated for election pursuant to the exercise by a Significant Stockholder of its rights under a Nominating Agreement, if such Significant Stockholder's Nominating Agreement remains in effect at the time such vacancy is to be filled, the remaining directors shall not elect a replacement director to fill such vacancy pursuant to clause (i) of the first sentence of this paragraph, and shall not nominate a candidate for election by vote or written consent of stockholders pursuant to clause (ii) or clause (iii) of the first sentence of this paragraph, without obtaining such Significant Stockholder's prior written consent to such replacement director or such candidate.

No decrease in the number of directors constituting the Whole Board shall shorten the term of any incumbent director, except as may be provided in a Preferred Stock Designation with respect to any additional director elected by the holders of one or more series of Preferred Stock.

SECTION F
COMMITTEES

The Board of Directors shall establish an Audit Committee and a Compensation Committee, each of which shall have and may exercise the powers of the Board of Directors with respect to the matters delegated to it. The Board of Directors may also establish, by resolution passed by a majority of the Whole Board, one or more other committees of the Board of Directors (together with the Audit Committee and the Compensation Committee, each a "Committee"); provided that, unless otherwise set forth in a resolution adopted by directors constituting at least three-fourths (3/4) of the Whole Board, the authority of any such Committee (other than the Audit Committee and the Compensation Committee) shall be limited to making recommendations to the full Board of Directors for their approval. Each Committee shall consist of such number of directors as shall be set forth in the resolution of the Board of Directors appointing the members of such Committee. For so long as any stockholder of the Corporation continues to have a right under any Nominating Agreement to nominate two or more persons for election as Class II directors or Class III directors, to the extent one or more persons nominated by such stockholder serve as directors, each Committee shall consist of a proportionate number of directors nominated by each such stockholder.

SECTION G
DISQUALIFICATION

A director who, at the time of his or her most recent election or appointment to the Board of Directors, is an officer or employee of the Corporation or any subsidiary of the Corporation (an "Employee Director") shall cease to be qualified to serve as a director and shall tender his or her resignation as director, if such person ceases to be an officer or employee of the Corporation or any one of its subsidiaries, with the disqualification of such director and the effectiveness of such resignation to take place upon the earliest of (i) such director's cessation of employment, (ii) delivery by such Employee Director to the Corporation, or such subsidiary or subsidiaries, as the case may be, of a notice of resignation of employment or (iii) delivery by the Corporation or one of its subsidiaries, as the case may be, to such Employee Director of a notice of termination of employment. Notwithstanding the foregoing, a majority of the Board of Directors may choose to waive the foregoing disqualification and resignation provisions with respect to any Employee Director and have such Employee Director remain on the Board of Directors.

SECTION H
CHAIRMAN

The initial Chairman of the Board of Directors (the "Chairman") shall be the individual identified as such in the Plan of Reorganization. Thereafter, the Chairman shall be chosen from among the directors and, for so long as a Nominating Agreement remains in effect entitling a Significant Stockholder to nominate two or more Class III directors, the Chairman shall be chosen from among the Class III directors. The Chairman shall be elected at the first meeting of the Board of Directors occurring after the annual meeting of stockholders by the affirmative vote of a majority of the directors then in office, subject to the preceding sentence. The Chairman shall perform such duties and have such other powers as set forth in the Bylaws or as may be assigned to the Chairman, from time to time, by the Board of Directors. Any vacancy in the position of Chairman may be filled by the affirmative vote of a majority of the total number of directors then in office at any meeting of the Board of Directors, subject to the second sentence of this paragraph.

ARTICLE VI
LIMITATION ON LIABILITY OF DIRECTORS; INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Limitation On Liability.

To the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this paragraph 1 shall be prospective only and shall not adversely affect any limitation, right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. Indemnification.

(a) Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may

hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee, representative or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, including any nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) incurred by such person. Such right of indemnification shall inure whether or not the claim asserted is based on matters that antedate the adoption of this Article VI. The Corporation shall be required to indemnify or make advances to a person in connection with a Proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

(b) Prepayment of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by a director or officer in defending any Proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article VI or otherwise.

(c) Primary Indemnitor. The Corporation hereby acknowledges that certain persons may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the "Other Indemnitors"), and which may include third parties for whom such person serves as a manager, member, officer, employee or agent. The Corporation hereby agrees and acknowledges that notwithstanding any such rights that a person may have with respect to any Other Indemnitor(s), (i) the Corporation is the indemnitor of first resort with respect to all persons and all obligations to indemnify and provide advancement of expenses to persons, (ii) the Corporation shall be required to indemnify and advance the full amount of expenses incurred by such persons, to the fullest extent required by law, the terms of this Certificate of Incorporation, the Bylaws, any agreement to which the Corporation is a party, any vote of the stockholders or the Board of Directors.

(d) Claims. If a claim for indemnification or payment of expenses under this Article VI is not paid in full within thirty (30) days after a written claim therefor has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, to the extent permitted by law, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

(e) Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the

Bylaws, agreement, vote of stockholders or resolution of disinterested directors or otherwise.

(f) Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (i) to indemnify or insure the Corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of this Article VI; and (ii) to indemnify or insure directors and officers against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VI.

(g) Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity.

3. Amendment or Repeal.

Any amendment, modification or repeal of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

ARTICLE VII
STOCKHOLDER ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation (including, without limitation, any Majority Stockholder Approval or Supermajority Stockholder Approval pursuant to Article VIII, Article IX or Article XV) may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a duly called meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with Section 228 of the DGCL.

ARTICLE VIII
ACTIONS REQUIRING SPECIAL APPROVAL

1. General. Subject to the rights of the holders of any series of Preferred Stock set forth in a Preferred Stock Designation, the Corporation's taking of any of the following actions shall require either (a) approval by a majority of the Whole Board and the affirmative vote of holders of a majority of the total voting power of the then outstanding shares of Common Stock and the outstanding shares of any series of Preferred Stock entitled to vote together with the Common Stock for purposes of such vote under the terms of a Preferred Stock Designation, voting together as a single class ("Majority Stockholder Approval") or (b) Board approval and approval by the affirmative vote of holders of at least sixty-six and two-thirds percent (66-2/3%)% of the

total voting power of the then outstanding shares of Common Stock and the outstanding shares of any series of Preferred Stock entitled to vote together with the Common Stock for purposes of such vote under the terms of a Preferred Stock Designation, voting together as a single class ("Supermajority Stockholder Approval"):

(a) the merger or consolidation of this Corporation with or into any other person or any other business combination involving the Corporation; provided, however, that this clause (a) shall not apply to, and no vote of stockholders of the Corporation shall be required to authorize, any such merger or consolidation that is approved by a majority of the Whole Board and as to which the laws of the State of Delaware, as then in effect, do not require the consent or approval of the Corporation's stockholders;

(b) the sale, lease or exchange of all, or substantially all, of the assets of the Corporation; provided, however, that (this clause (b) shall not apply to, and no vote of stockholders of the Corporation shall be required to authorize, any such sale, lease or exchange that is approved by a majority of the Whole Board and as to which the laws of the State of Delaware, as then in effect, do not require the consent or approval of the Corporation's stockholders; or

(c) the dissolution of the Corporation.

2. Related Party Transactions. The Corporation shall not (and shall not cause or permit any of its subsidiaries to) enter into or consummate a Related Party Transaction (as defined below) unless (A) the Related Party Transaction shall have been approved by Disinterested Director Approval or the unanimous written consent of all Directors then in office and (B) if the Related Party Transaction involves total payments or value (as determined pursuant to such Disinterested Director Approval or unanimous written consent) of more than $1,000,000 (x) the Board of Directors shall have obtained a fairness or valuation opinion with respect to such Related Party Transaction from a nationally recognized investment banking or valuation firm or (y) the Related Party Transaction shall have been approved by holders of a majority of the then-outstanding shares of Common Stock that are "disinterested" with respect to the Related Party Transaction and are not otherwise Affiliated with the Related Party to whom the Related Party Transaction relates. As used herein:

(a) "Company Party" means the Corporation or any of its subsidiaries.

(b) "Disinterested Director Approval" means, with respect to any Related Party Transaction, the affirmative vote at a duly held meeting of the Board of Directors (at which a quorum is present) of a majority of the directors then in office who are "disinterested" with respect to the Related Party Transaction and are not otherwise Affiliated with the Related Party to whom the Related Party Transaction relates.

(c) "Related Party" means (i) any person who is an executive officer or a member of the board of directors (or similar governing body) of any Company Entity (or a member of the immediate family of any such person); (ii) any person (other than a Company Entity) of which any person described in clause (i) is a partner, director, executive officer or Affiliate; (iii) any person that, together with its Affiliates, beneficially

owns at least 10% of the total then-outstanding shares of Common Stock (or any Affiliate of any such person); or (iv) any director or executive officer of a person described in clause (iii) (or a member of the immediate family of any such director or executive officer).

(d) "Related Party Transaction" means any transaction, agreement or arrangement (or series of related transactions, agreements or arrangements), between a Company Party, on the one hand, and a Related Party, on the other hand; provided, however, that the following shall not constitute Related Party Transactions: (i) the purchase of conventional insurance products from national insurance companies for the benefit of the Company Parties in the ordinary course of their business; (ii) dividend payments or distributions to the Corporation's stockholders to the extent approved by the Board of Directors; (iii) the payment of compensation and fees to, and indemnities provided for the benefit of, and reimbursement of expenses incurred by, officers, directors, employees or consultants of any Company Entity in the ordinary course of its business, in each case, as approved by the Board of Directors; (iv) employment agreements, benefit plans and similar arrangements for directors, officers, employees or consultants of any Company Entity (including the issuance of Common Stock or other equity interests thereunder) which, in each case, are approved by the Board of Directors; (v) advances and loans to officers, employees or consultants of any Company Entity in an amount up to $100,000 in the aggregate outstanding at any time, in each case, in connection with the anticipated incurrence of business expenses by such officers, employees or consultants or the relocation of such officers, employees or consultant in connection with such individual's services to the Corporation; (vi) any transaction, agreement or arrangement wholly between or among two or more Company Entities; and (vii) any transaction, agreement or arrangement (or any amendment or modification thereto that is approved by the Board of Directors) contemplated by, or entered into pursuant to, the Plan of Reorganization.

ARTICLE IX
BYLAWS

As of the Effective Date, the Corporation's Bylaws shall be amended and restated, as of the Effective Date, in accordance with the Plan of Reorganization.

In furtherance and not in limitation of the powers conferred by the DGCL, the Board of Directors is expressly authorized to amend and repeal the Bylaws; provided that any amendment or repeal of the Bylaws by the Board of Directors (i) shall require the approval of a majority of the Whole Board and (ii) shall be subject to such additional restrictions (which may include, without limitation, majority or supermajority approval by the Board of Directors and/or the Corporation's stockholders to amend or repeal specifically enumerated provisions), if any, as are set forth in the Bylaws as in effect at such time. Subject to the rights of the holders of any series of Preferred Stock set forth in a Preferred Stock Designation, the stockholders shall also have the power to amend or repeal the Bylaws by Majority Stockholder Approval; provided that any amendment or repeal of the Bylaws by the stockholders shall be subject to such additional restrictions (which may include, without limitation, majority or supermajority approval by the Board of Directors and/or the Corporation's stockholders to amend or repeal specifically enumerated provisions), if any, as are set forth in the Bylaws as in effect at such time.

ARTICLE X
SECTION 203 OF THE DGCL

The Corporation expressly elects not to be governed by, or subject to, Section 203 of the DGCL.

ARTICLE XI
CERTAIN BUSINESS OPPORTUNITIES

1. In anticipation that the Corporation and certain of its non-employee directors (the "Non-Employee Directors") may engage in, and are permitted to have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in, the same or similar activities or lines of business, and in recognition of (a) the benefits to be derived by the Corporation through the continued service of such Non-Employee Directors and (b) the difficulties attendant to any Non-Employee Director, who desires and endeavors fully to satisfy such Non-Employee Director's fiduciary duties, in determining the full scope of such duties in any particular situation, the provisions of this Article XI are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve such Non-Employee Directors, and the powers, rights, duties and liabilities of the Corporation and its Non-Employee Directors, other directors and officers, and stockholders in connection therewith.

2. The Corporation's Non-Employee Directors shall not have a duty to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation or its Affiliates or otherwise competing with the Corporation or its Affiliates, and, to the fullest extent permitted by applicable law, Non-Employee Directors of the Corporation shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of any such activities. Subject to paragraph 3 of this Article XI, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity that may be corporate opportunity for a Non-Employee Director to the fullest extent permitted by applicable law. Subject to paragraph 3 of this Article XI, if a Non-Employee Director acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Corporation, such Non-Employee Director shall have no duty to communicate or offer such corporate opportunity to the Corporation and shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of the fact that such corporate opportunity is not communicated or offered to the Corporation.

3. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered solely to such Non-Employee Director in his or her capacity as a director of the Corporation, and paragraph 2 of this Article XI shall not apply to any such corporate opportunity.

4. In addition to and notwithstanding the foregoing provisions of this Article XI, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity (i) that the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) that from its nature, is not in the line of the

Corporation's business or is of no practical advantage to the Corporation or (iii) in which the Corporation has no interest or reasonable expectancy.

5. None of the alteration, amendment, change and repeal of any provision of this Article XI nor the adoption of any provision of this Certificate of Incorporation inconsistent with any provision of this Article XI shall eliminate or reduce the effect of this Article XI in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article XI, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

ARTICLE XII
INFORMATION RIGHTS

1. Financial Statements and Periodic Reports. To the extent that at any time the Corporation is not obligated to file reports with the Securities and Exchange Commission (the "SEC") under Section 13 or Section 15(d) of the Securities Exchange Act, the Corporation shall provide the following information to each holder of the Corporation's Common Stock, and shall satisfy such obligation by timely posting all such information to its website and making such information accessible to the general public, or by timely and publicly filing all such information with the SEC on Form 10-K, Form 10-Q or Form 8-K, as applicable, as if the Corporation were required to file such reports under the Exchange Act:

(a) for each fiscal year of the Corporation ending on or after December 31, 2019, copies of an annual report on Form 10-K for such fiscal year, which report shall be delivered no later than 90 days following the end of such fiscal year and shall include the same information and disclosures as the Corporation would be required to include in such report if it were a reporting company under the Exchange Act, including, without limitation, (i) consolidated financial statements of the Corporation and its subsidiaries for, and as of the end of, such fiscal year, which financial statements shall (A) include a comparison to the prior fiscal year results, (B) be prepared in accordance with generally accepted accounting principles as in effect from time to time in the United States ("GAAP"), (C) be audited by a nationally recognized independent accounting firm approved by the Board of Directors and accompanied by a report and opinion thereon by such accounting firm prepared in accordance with GAAP, (ii) a management discussion and analysis of financial condition and results of operations with respect to such financial statements ("MD&A") and (iii) a report by such accounting firm with respect to the effectiveness of the Corporation's internal control over financial reporting;

(b) for each of the first 3 fiscal quarters of each fiscal year of the Corporation, copies of a quarterly report on Form 10-Q for such fiscal quarter, which report shall be delivered no later than 45 days following the end of such fiscal quarter and shall include the same information and disclosures as the Corporation would be required to include in such report if it were a reporting company under the Exchange Act, including, without limitation, (i) consolidated financial statements of the Corporation and its subsidiaries for, as of the end of, such fiscal quarter, which financial statements shall (A) include year-to-date results and a comparison to the corresponding quarter and year-to-date period in the prior fiscal year, (B) be prepared in accordance with GAAP, and (ii) a MD&A with respect to such financial statements; provided, however, that with respect to

the first fiscal quarter following the Effective Date, such quarterly report shall be delivered no later than 60 days following the end of such quarter;

(c) from time to time after the occurrence of any event that the Corporation would be required to report on Form 8-K if it had been a reporting company under the Exchange Act, a current report on Form 8-K containing the same information as would be required to be contained in, and within the timing required by, a Current Report on Form 8-K under the Exchange Act;

(d) a complete transcript of each quarterly conference call hosted by the Corporation pursuant to Section 2 of this Article XII, which transcript shall be provided as promptly as practicable after the date of such conference call; and

(e) such additional information as is required to ensure that sufficient "current public information" with respect to the Corporation is available on the Corporation's website to satisfy the requirements of Section 4(a)(7) of the Securities Act (as may be amended from time to time, "Section 4(a)(7)") and Rule 144(c) promulgated under the Securities Act.

2. Quarterly Conference Calls. The Corporation shall host, and each stockholder holding shares of Common Stock shall have access to (and reasonable prior notice and dial-in information will be made available to the holders of Common Stock), quarterly conference calls with senior management of the Corporation to discuss the Corporation's results of operations and financial performance for the relevant reporting period and year-to-date period, which calls shall include a reasonable and customary question and answer session; provided that such obligation with respect to quarterly conference calls shall commence in connection with the Corporation's results of operations for the first fiscal quarter following the Effective Date. Each such quarterly call shall be hosted no later than 30 days after the relevant report on Form 10-K or 10-Q has been filed with the SEC or after the Corporation provides the corresponding annual or quarterly financial statements to holders of Common Stock in accordance with this Article XII.

3. Rule 144 and Section 4(a)(7) Information. With a view to making available to holders of Common Stock the benefits of Section 4(a)(7) and Rule 144 promulgated under the Securities Act (as may be amended from time to time, "Rule 144") and other rules and regulations of the SEC that may at any time permit a holders of Common Stock to sell shares of Common Stock to the public without registration, the Corporation shall use commercially reasonable efforts to (a) post to the Corporation's website in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and (b) make and keep publicly available all information necessary to comply with Section 4(a)(7) and Rule 144 with respect to resales of shares of Common Stock, to the extent required from time to time to enable holders of Common Stock to sell shares of Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (x) Section 4(a)(7) and Rule 144 or (y) any other rules or regulations now existing or hereafter adopted by the SEC. Upon the reasonable request of any holder of Common Stock, the Corporation will deliver to such holder of Common Stock a written statement as to whether it has complied with such information requirements.

ARTICLE XIII
EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery shall not have jurisdiction, another state court located within the state of Delaware, or if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware), shall be the sole and exclusive forum for any stockholder of the Corporation (including a beneficial owner of stock) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except as to each of (i) through (iv) above, for any claim as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within ten (10) days following such determination). If any provision or provisions of this Article XIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIII (including, without limitation, each portion of any sentence of this Article XIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person purchasing or otherwise holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XIII. Notwithstanding the foregoing, the provisions of this Article XIII will not apply to the extent (and solely to such extent) the action or proceeding is brought to enforce any liability or duty created by the Exchange Act, the Securities Act or any other claim for which the federal courts have exclusive jurisdiction.

ARTICLE XIV
COMPROMISE, ARRANGEMENT OR REORGANIZATION

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agrees to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if

sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE XV
AMENDMENTS TO THE CERTIFICATE OF INCORPORATION

The Corporation reserves the right, at any time and from time to time, to amend, modify or repeal any provision(s) contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the DGCL and in accordance with the provisions of this Article XV, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article XV.

In addition to any approvals required by applicable law and subject to the rights of the holders of any series of Preferred Stock set forth in a Preferred Stock Designation, the following approvals shall be required to amend, modify or repeal any provision(s) contained in this Certificate of Incorporation: (i) approval by a majority of the Whole Board and Majority Stockholder Approval or (ii) Board approval and Supermajority Stockholder Approval.

ARTICLE XVI
INCORPORATOR

The name and address of the incorporator is Amy Easterling, 811 Main St., Ste 3700, Houston, TX 77002.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be made, executed and acknowledged by its incorporator this 30th day of August, 2019, as directed by and provided for in the Order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, dated August 7, 2019, confirming the Plan of Reorganization under Chapter 11 of the Bankruptcy Code.

MONITRONICS INTERNATIONAL, INC.

By: /s/ Amy Easterling
Name: Amy Easterling
Title: Incorporator

Attest:

Julie S. Broadbent
Secretary

Exhibit 3.2

BYLAWS OF
MONITRONICS INTERNATIONAL, INC.

(a Delaware corporation)

Effective as of August 30, 2019

These Bylaws (these "Bylaws") are subject to, and governed by, the General Corporation Law of the State of Delaware (as amended from time to time, the "DGCL") and the Certificate of Incorporation (the "Certificate of Incorporation") of the Corporation, as filed with the Secretary of State of the State of Delaware on August 30, 2019.

ARTICLE I

STOCKHOLDERS

Section 1.1 Annual Meeting.

An annual meeting of the stockholders of Monitronics International, Inc. (the "Corporation") for the purpose of electing directors and transacting any other business properly brought before the meeting pursuant to these Bylaws shall be held each year beginning in 2020 at such date, time and place, either within or without the State of Delaware or, if so determined by the board of directors of the Corporation (the "Board" or the "Board of Directors") in its sole discretion, at no place (but rather by means of remote communication), as may be specified by the Board of Directors in the notice of meeting; provided, however, that (i) an annual meeting of stockholders of the Corporation need not be held if directors are elected by written consent of stockholders in lieu of an annual meeting, as permitted by Section 211 of the DGCL and Article VII of the Certificate of Incorporation and (ii) the annual meeting held in 2020 shall be held at least twelve (12) months after the Effective Date (as defined in the Certificate of Incorporation).

Section 1.2 Special Meetings.

Except as otherwise provided in the in the Preferred Stock Designation (as defined in the Certificate of Incorporation) for any series of preferred stock or unless otherwise provided by law or by the Certificate of Incorporation, special meetings of stockholders of the Corporation,

for the transaction of such business as may properly come before the meeting, may be called by (i) the Chairman of the Board, (ii) the Chief Executive Officer of the Corporation (the "Chief Executive Officer") or (iii) by the Secretary of the Corporation (the 'Secretary") at the written request of one or more stockholders holding, in the aggregate, at least 20% in total voting power of the outstanding shares of Common Stock and any other class or series of stock entitled to vote together with Common Stock at the annual meeting. Only such business as is specified in the notice of the special meeting may be transacted at such special meeting. The Board of Directors shall have the sole power to determine the time, date and place, either within or without the State of Delaware, for any special meeting of stockholders. Following such determination, it shall be the duty of the Secretary to cause notice to be given to the stockholders entitled to vote at such meeting that a meeting will be held at the time, date and place and in accordance with the record date determined by the Board of Directors.

Section 1.3 Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date: (i) in the case of the determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by the laws of the State of Delaware, not be more than sixty (60) nor less than ten (10) days before the date of such meeting, and (ii) in the case of any other lawful action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed by the Board of Directors: (i) the record date for determining

stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day immediately preceding the day on which notice is given, or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held, and (ii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of the stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.4 Notice of Meetings.

Notice of all stockholders meetings, stating (i) the place, if any, date and hour thereof, (ii) the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, (iii) the address of the place within the city, other municipality or community or the electronic network, as applicable, at which the list of stockholders may be examined, and (iv) in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered in accordance with applicable law by the Chairman of the Board, the Chief Executive Officer, any Vice President, the Secretary or an Assistant Secretary, to each stockholder entitled to vote thereat at least ten (10) days but not more than sixty (60) days before the date of the meeting, unless a different period is prescribed by law, or the lapse of the prescribed period of time shall have been waived. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to shareholders, any notice to shareholders under the Certificate of Incorporation and these Bylaws may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 1.5 Notice of Director Nominations and Business Proposals.

(a) Annual Meetings. (1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made in connection with an annual meeting of stockholders (or a written consent of stockholders in lieu thereof) pursuant to the Corporation's notice of meeting (or any supplement thereto) only (i) by or at the direction of the Board of Directors (with any such nomination by or at the direction of the Board of Directors to comply with the applicable terms of any Nominating Agreement (as defined below), (ii) as provided in the Certificate of Incorporation, or (iii) by any stockholder of the Corporation that (x) is a stockholder of record of the Corporation at the time the written notice provided for in this Section 1.5(a) is delivered to the Secretary of the Corporation, and (y)(A) in the case of nominations of one or more persons for election to the Board of Directors, is a holder of record as of such date of at least 20% in total voting power of the outstanding shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote together with Common Stock upon such election, and (B) in the case of any other matter, is a holder of record as of such date of at least 20% in total voting power of the outstanding shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote together with Common Stock on such matter, and, in each case, complies with the notice procedures set forth in this Section 1.5. For all purposes of these Bylaws, "Nominating Agreement" has the meaning given to such term in the Certificate of Incorporation.

(2) In addition to any other requirements under applicable law and the Certificate of Incorporation, no nomination by any stockholder or stockholders of a person or persons for election to the Board of Directors, and no other proposal by any stockholder or stockholders, shall be considered properly brought before an annual meeting unless the stockholder shall have given timely notice thereof in writing to the Secretary of the Corporation in accordance

with the next sentence and, in the case of any such proposed business other than the nominations of persons for election to the Board of Directors, such proposed business constitutes a proper matter for stockholder action, as determined by the Board of Directors. To be timely, a stockholder's notice with respect to a nomination or other action to be brought before an annual meeting shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the sixtieth (60th) day nor earlier than the close of business on the ninetieth (90th) day prior to (x) in the case of an annual meeting to be held in 2020, the first anniversary of the Effective Date (as defined in the Certificate of Incorporation), or (y) in the case of any annual meeting to be held after 2020, the first anniversary of the preceding year's annual meeting (or, in the event directors were elected by written consent of stockholders and no annual meeting was held in the preceding year, the first anniversary of the effective date of such written consent); provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundredth (100th) day prior to such annual meeting and not later than the close of business on the later of the seventieth (70th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (i) as to each person whom the stockholder proposes to nominate for election as a director, (x) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with

Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and (y) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (ii) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Certificate of Incorporation or Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (v) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (w) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and such beneficial owner, (x) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote on the matter to which such stockholder's proposal relates at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (y) a representation (A) whether any such person or such stockholder has received any financial assistance, funding or other consideration from any other person (a "Stockholder Associated Person") in respect of such nomination or proposal (and the details of any such financial assistance, funding or other consideration) and (B) whether and the extent to which any hedging, derivative or other transaction has been entered into with respect to the Corporation within the past six (6) months by, or is in effect with respect to, such stockholder, any person nominated or to be nominated by such stockholder for election to the Board of Directors or any

Stockholder Associated Person, the effect or intent of which transaction is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such stockholder, nominee or any such Stockholder Associated Person, and (z) a representation whether the stockholder or the beneficial owner, if any, intends, or is part of a group which intends, (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the class or series of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination. The foregoing notice requirements of clauses (a)(2)(ii) and (iii) of this Section 1.5 shall not apply to any proposal made pursuant to Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act. A proposal to be made pursuant to Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act shall be deemed satisfied if the stockholder making such proposal complies with the provisions of Rule 14a-8 and has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with Rule 14a-8 and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(3) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Section 1.5 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation at an annual meeting is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting or the effective date of written consent in lieu thereof (or in the case of the annual meeting to be held in

2020, at least one hundred (100) days prior to the first anniversary of the Effective Date (as defined in the Certificate of Incorporation)), a stockholder's notice required by this Section 1.5(a) shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Subject to the rights of the holders of any series of preferred stock, nominations of persons for election to the Board of Directors may be made in connection with a special meeting of stockholders at which directors are to be elected (or a written consent of stockholders in lieu thereof) pursuant to the Corporation's notice of meeting only (1) by or at the direction of the Board of Directors (with any such nomination by or at the direction of the Board of Directors to comply with the applicable terms of any Nominating Agreement that is then in effect), (2) as provided in the Certificate of Incorporation, or (3) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation that is a holder of record at the time the written notice provided for in this Section 1.5(b) is delivered to the Secretary of the Corporation of at least 20% in total voting power of the outstanding shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote together with Common Stock upon such election, and complies with the notice procedures set forth in this Section 1.5(b). In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder holding the requisite voting power described in the preceding sentence and

entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder delivers written notice containing the information that would be required with respect to an annual meeting by paragraph (a)(2) of this Section 1.5 to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the ninetieth (90th) day prior to such special meeting and not later than the close of business on the later of the sixtieth (60th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General. (1) Except as otherwise provided by law, the chairman of any meeting of the stockholders of the Corporation shall have the power and duty (i) to determine whether a nomination or any business proposed to be brought before such meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.5 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (a)(2)(iii)(z) of this Section 1.5) and (ii) if any proposed nomination or business was not made or proposed in compliance with this Section 1.5, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 1.5, unless otherwise required by law, if the stockholder proposing a nominee or any other business for consideration at an annual

or special meeting (or a qualified representative of such stockholder) does not appear at the annual or special meeting of stockholders to present such nomination or proposed business, such nomination may, in the discretion of the Board of Directors, be disregarded and such proposed business not considered, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.5, to be considered a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this Section 1.5, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(3) Notwithstanding the foregoing provisions of this Section 1.5, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.5. Nothing in this Section 1.5 shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation (including any Preferred Stock Designation (as defined in the Certificate of Incorporation) filed with the Secretary of State of the State of Delaware.

(d) Director Nomination Agreement. Nothing in this Section 1.5 shall be deemed to limit the exercise, the method or timing of the exercise of, the rights of any person granted by the Corporation to nominate directors pursuant to any Nominating Agreement that is in effect on the Effective Date (as defined in the Certificate of Incorporation), and such rights may be exercised without compliance with the provisions of this Section 1.5.

Section 1.6 Quorum.

Subject to the rights of the holders of any series of preferred stock and except as otherwise provided by law or in the Certificate of Incorporation, at any meeting of stockholders, the holders of a majority in total voting power of the outstanding shares of Common Stock and any other class or series of capital stock entitled to vote together with Common Stock at the meeting shall be present or represented by proxy in order to constitute a quorum for the transaction of any business. Where a separate vote by one or more classes or series of capital stock is required by law or by the Certificate of Incorporation with respect to a particular matter to be presented at any such meeting, a majority in total voting power of the outstanding shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter. The chairman of the meeting shall have the power and duty to determine whether a quorum is present at any meeting of the stockholders or for any matter to be voted on. Shares of its own stock belonging to the Corporation or to another corporation, if a majority in total voting power of the outstanding shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including, but not limited to, its own stock, held by it in a fiduciary capacity. In the absence of a quorum, the chairman

of the meeting may adjourn the meeting from time to time in the manner provided in Section 1.7 hereof until a quorum shall be present.

Section 1.7 Adjournment.

Any meeting of stockholders, annual or special, may be adjourned from time to time solely by the chairman of the meeting because of the absence of a quorum or for any other reason and to reconvene at the same or some other time, date and place, if any. The chairman of the meeting shall have full power and authority to adjourn a stockholder meeting in his sole discretion, notwithstanding stockholder opposition to such adjournment. The stockholders present at a meeting shall not have the authority to adjourn the meeting. If the time, date and place, if any, of such adjourned meeting, and the means of remote communication, if any, by which the stockholders and the proxy holders may be deemed to be present and in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken and the adjournment is for less than thirty (30) days, no notice need be given of any such adjourned meeting. If the adjournment is for more than thirty (30) days and the time, date and place, if any, and the means of remote communication, if any, by which the stockholders and the proxy holders may be deemed to be present and in person are not announced at the meeting at which the adjournment is taken, or if after the adjournment a new record date is fixed for the adjourned meeting, then notice shall be given by the Secretary as required for the original meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

Section 1.8 Organization.

At each meeting of the stockholders, the Chairman of the Board, or in the Chairman's absence the Chief Executive Officer, or in their absence any stockholder, director or officer of the Corporation appointed by the vote of a majority of the directors present at such

meeting, shall call the meeting to order and preside over and act as chairman of such meeting. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be determined by the chairman of the meeting and announced at the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Unless otherwise determined by the Board of Directors, the chairman of the meeting shall have the exclusive right to determine the order of business and to prescribe other such rules, regulations and procedures and shall have the authority in his discretion to regulate the conduct of any such meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) rules and procedures for maintaining order at the meeting and the safety of those present; (ii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iii) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (iv) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

The Secretary shall act as secretary of all meetings of stockholders, but, in the absence of the Secretary, the chairman of the meeting may appoint any other person to act as secretary of the meeting.

Section 1.9 Postponement or Cancellation of Meeting.

Any previously scheduled annual or special meeting of the stockholders may be postponed or canceled by resolution of the Board of Directors upon public notice given (in the

manner described in Section 1.5(c)(ii) of these Bylaws) prior to the time previously scheduled for such meeting of stockholders.

Section 1.10 Voting.

Subject to the rights of the holders of any series of preferred stock and except as otherwise provided by law, the Certificate of Incorporation or these Bylaws and except for the election of directors, at any meeting duly called and held at which a quorum is present, the affirmative vote of a majority of the combined voting power of the outstanding shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote together with Common Stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Subject to the rights of the holders of any series of preferred stock, at any meeting duly called and held for the election of directors at which a quorum is present, directors shall be elected by a plurality of the combined voting power of the outstanding shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote together with Common Stock present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 1.11 Consent of Stockholders in Lieu of Meeting.

So long as the Certificate of Incorporation permits the holders of any class or series of capital stock of the Corporation to act by written consent, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed and delivered to the Corporation by the holders of shares of such class or series having the voting power specified by the Certificate of Incorporation, in the manner set forth in the Certificate of Incorporation (including any such action by electronic communication in accordance with the laws of the State of Delaware).

ARTICLE II

BOARD OF DIRECTORS

Section 2.1 Number and Term of Office.

The governing body of the Corporation shall be a Board of Directors. The total number of authorized directors constituting the whole Board of Directors at any time, whether or not any vacancies then exist on the Board of Directors (the "Whole Board"), shall be fixed by, or in the manner provided in, the Certificate of Incorporation. The term of office of directors shall be as set forth in the Certificate of Incorporation. Directors need not be stockholders of the Corporation. The Corporation shall nominate the person holding the office of Chief Executive Officer for election as a director at any meeting of the stockholders at which such person is subject to election as a director.

Section 2.2 Resignations.

Any director of the Corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board or the Chief Executive Officer or Secretary. Any such resignation shall take effect at the time specified therein or, if the time be not specified therein, then upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective unless otherwise stated therein.

Section 2.3 Removal of Directors.

Directors may be removed only in the manner set forth in the Certificate of Incorporation.

Section 2.4 Newly Created Directorships and Vacancies.

Subject to applicable law, the then-applicable terms ofany Nomination Agreement, by or at the direction of the Board or any duly authorized committee thereof, and the rights of the holders of any series of preferred stock, vacancies on the Board of Directors resulting from death,

resignation, removal, disqualification or other cause, and newly created directorships resulting from any increase in the number of directors on the Board of Directors, shall be filled solely in the manner provided in the Certificate of Incorporation.

Section 2.5 Meetings.

The annual meeting of the Board of Directors may be held on such date and at such time and place as the Board of Directors determines. The annual meeting of the Board of Directors may be held immediately following the annual meeting of stockholders, and if so held, no notice of such meeting shall be necessary to the newly elected directors in order to hold the meeting legally, provided that a quorum shall be present thereat.

Regular meetings of the Board of Directors shall be held at least once per fiscal quarter of the Corporation and at such time and place (or at no place, by means of telephone conference or other similar communications equipment pursuant to Section 2.7 of these Bylaws) as shall be fixed by resolution adopted by the Board of Directors. Notice of each regular meeting shall be furnished in writing to each member of the Board of Directors not less than ten (10) days in advance of said meeting, unless such notice requirement is waived in writing by each member. No notice need be given of the meeting immediately following an annual meeting of stockholders.

Special meetings of the Board of Directors shall be held at such time and place (or at no place, by means of telephone conference or other similar communications equipment pursuant to Section 2.7 of these Bylaws) as shall be designated in the notice of the meeting. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, by two or more directors then in office, or if the Board of Directors then includes a director nominated or designated for nomination pursuant to a Nomination Agreement, by any such director.

Section 2.6 Notice of Special Meetings.

The Secretary, or in his absence any other officer of the Corporation, shall give each director notice of the time and place of holding of special meetings of the Board of Directors by mail at least ten (10) days before the meeting, or by facsimile transmission, electronic mail or personal service at least twenty-four (24) hours before the meeting unless such notice requirement is waived in writing by each member. Unless otherwise stated in the notice thereof, any and all business may be transacted at any meeting without specification of such business in the notice.

Section 2.7 Conference Telephone Meeting.

Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of telephone conference or other similar communications equipment by means of which all persons participating in the meeting can hear each other and communicate with each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 2.8 Quorum and Organization of Meetings.

A majority of the total number of members of the Board of Directors as constituted from time to time shall constitute a quorum for the transaction of business, but, if at any meeting of the Board of Directors (whether or not adjourned from a previous meeting) there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time, date and place, and the meeting may be held as adjourned, provided that written notice of the date to which such meeting is adjourned shall be given to all directors. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, a majority of the directors present at any meeting at which a quorum is present may decide any question brought before such meeting. Each meeting of the Board of Directors shall be presided over by the Chairman of the Board or, in the absence of the Chairman of the Board, by such other person as may be appointed by the vote of a

majority of the directors present at such meeting. The Board of Directors shall keep written minutes of its meetings. The Secretary of the Corporation shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9 Indemnification.

To the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Corporation shall indemnify and hold harmless any person who is or was made, or threatened to be made, a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation, or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprises including non-profit enterprises (an "Other Entity"), against all liabilities and losses, judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements). Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board of Directors at any time specifies that such persons are entitled to the benefits of this Section 2.9. Except as otherwise provided in Section 2.11 hereof, the Corporation shall be required to indemnify a person in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by the person was authorized in the specific case by the Board of Directors.

Section 2.10 Advancement of Expenses.

The Corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding in advance of the final disposition of such Proceeding; provided, however, that, if required by the laws of the State of Delaware, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses. Except as otherwise provided in Section 2.11 hereof, the Corporation shall be required to reimburse or advance expenses incurred by a person in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by the person was authorized by the Board of Directors.

Section 2.11 Claims.

If a claim for indemnification or advancement of expenses under this Article II is not paid in full within thirty (30) days after a written claim therefor by the person seeking indemnification or reimbursement or advancement of expenses has been received by the Corporation, the person may file suit to recover the unpaid amount of such claim and, if successful, in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the person seeking indemnification or reimbursement or advancement of expenses is not entitled to the requested indemnification, reimbursement or advancement of expenses under applicable law.

Section 2.12 Amendment, Modification or Repeal.

Any amendment, modification or repeal of the foregoing provisions of this Article II shall not adversely affect any right or protection hereunder of any person entitled to indemnification under Section 2.9 hereof in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 2.13 Nonexclusivity of Rights.

The rights conferred on any person by this Article II shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 2.14 Other Sources.

The Corporation's obligation, if any, to indemnify or to advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of an Other Entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such Other Entity.

Section 2.15 Other Indemnification and Prepayment of Expenses.

This Article II shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to additional persons when and as authorized by appropriate corporate action.

Section 2.16 Executive Committee of the Board of Directors.

Subject to any applicable restrictions set forth in the Certificate of Incorporation, the Board of Directors, by the affirmative vote of not less than 75% of the Whole Board, may designate an executive committee, all of whose members shall be directors, to manage and operate the affairs of the Corporation or particular properties or enterprises of the Corporation. Subject to

the limitations of the law of the State of Delaware and the Certificate of Incorporation, such executive committee shall exercise all powers and authority of the Board of Directors in the management of the business and affairs of the Corporation including, but not limited to, the power and authority to authorize the issuance of shares of common or preferred stock. The executive committee shall keep minutes of its meetings and report to the Board of Directors not less often than quarterly on its activities and shall be responsible to the Board of Directors for the conduct of the enterprises and affairs entrusted to it. Regular meetings of the executive committee, of which no notice shall be necessary, shall be held at such time, dates and places as shall be fixed by resolution adopted by the executive committee. Special meetings of the executive committee shall be called at the request of the Chief Executive Officer or of any member of the executive committee, and shall be held upon such notice as is required by these Bylaws for special meetings of the Board of Directors, provided that oral notice by telephone or otherwise shall be sufficient if received not later than the day immediately preceding the day of the meeting.

Section 2.17 Other Committees of the Board of Directors.

The Board of Directors may by resolution establish committees other than an executive committee and shall specify with particularity the powers and duties of any such committee. Subject to the limitations of the laws of the State of Delaware and the Certificate of Incorporation, any such committee shall exercise all powers and authority specifically granted to it by the Board of Directors. Such committees shall serve at the pleasure of the Board of Directors, keep minutes of their meetings and have such names as the Board of Directors by resolution may determine and shall be responsible to the Board of Directors for the conduct of the enterprises and affairs entrusted to them.

Section 2.18 Committees, Generally.

The Board may designate one or more directors as alternate members of any committee to replace absent or disqualified members at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board of Directors passed as aforesaid, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be impressed on all papers that may require it, but no such committee shall have the power or authority of the Board of Directors in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the laws of the State of Delaware to be submitted to the stockholders for approval or (ii) adopting, amending or repealing any Bylaw of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Unless otherwise specified in the resolution of the Board of Directors designating a committee, at all meetings of such committee a majority of the total number of members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall

conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these Bylaws.

Section 2.19 Directors' Compensation.

Directors shall receive such compensation for attendance at any meetings of the Board and any expenses incidental to the performance of their duties as the Board of Directors shall determine by resolution. Such compensation may be in addition to any compensation received by the members of the Board of Directors in any other capacity.

Section 2.20 Action Without Meeting.

Nothing contained in these Bylaws shall be deemed to restrict the power of members of the Board of Directors or any committee designated by the Board of Directors to take any action required or permitted to be taken by them by written consent (including consent by electronic communication) without a meeting, in accordance with the laws of the State of Delaware and the Certificate of Incorporation..

ARTICLE III

OFFICERS

Section 3.1 Executive Officers; Chairman of the Board.

The Board of Directors, at its first meeting after each annual meeting of stockholders, shall elect the officers of the Corporation, including a Chief Executive Officer, a Treasurer and a Secretary, and shall also elect from among the members of the Board of Directors, subject to compliance with the applicable terms of any Nominating Agreement then in effect, the Chairman of the Board, who may or may not also be an officer of the Corporation. The Board of Directors may also elect, from time to time, such Vice Presidents and such other or additional officers as in its opinion are desirable for the conduct of business of the Corporation. Each officer shall hold office until the first meeting of the Board of Directors following the next annual meeting

of stockholders following their respective election. Any person may hold at one time two or more offices.

Unless otherwise provided in the resolution of the Board of Directors electing any officer, each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board of Directors or the Chief Executive Officer or the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board of Directors may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer shall not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board of Directors at any regular or special meeting.

Section 3.2 Powers and Duties of Officers.

Each of the officers of the Corporation elected by the Board of Directors or appointed by an officer in accordance with these Bylaws, or designated pursuant to the Plan of Reorganization (as defined in the Certificate of Incorporation), shall have the powers and duties prescribed by law, by these Bylaws or by the Board of Directors and, in the case of appointed officers, the powers and duties prescribed by the appointing officer, and, unless otherwise prescribed by these Bylaws or by the Board of Directors or such appointing officer, shall have such further powers and duties as ordinarily pertain to that office.

The Chief Executive Officer shall be the senior officer of the Corporation, shall have overall responsibility for the management and direction of the business and affairs of the Corporation and shall exercise such duties as customarily pertain to the office of Chief Executive

Officer and such other duties as may be prescribed from time to time by the Board of Directors. The Chief Executive Officer may appoint and terminate the appointment or election of officers, agents or employees other than those appointed or elected by the Board of Directors. The Chief Executive Officer may sign, execute and deliver, in the name of the Corporation, powers of attorney, contracts, bonds and other obligations.

Vice Presidents shall have such powers and perform such duties as may be assigned to them by the Chief Executive Officer, the executive committee, if any, or the Board of Directors. A Vice President may sign and execute contracts and other obligations pertaining to the regular course of his/her duties which implement policies established by the Board of Directors.

The Treasurer shall be the chief financial officer of the Corporation. Unless the Board of Directors otherwise declares by resolution, the Treasurer shall have general custody of all the funds and securities of the Corporation and general supervision of the collection and disbursement of funds of the Corporation. The Treasurer shall endorse for collection on behalf of the Corporation checks, notes and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depository as the Board of Directors may designate. The Treasurer may sign, with the Chief Executive Officer or such other person or persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation a full and accurate account of all moneys received and paid by the Treasurer on account of the Corporation, shall at all reasonable times exhibit his/her books and accounts to any director of the Corporation upon application at the office of the Corporation during business hours and, whenever required by the Board of Directors or the Chief Executive Officer, shall render a statement of his/her accounts. The Treasurer shall perform such other duties as may be prescribed

from time to time by the Board of Directors or by these Bylaws. The Treasurer may be required to give bond for the faithful performance of his/her duties in such sum and with such surety as shall be approved by the Board of Directors. Any Assistant Treasurer shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors. The Secretary shall cause notice to be given of meetings of stockholders, of the Board of Directors, and of any committee appointed by the Board of Directors. He or she shall have custody of the corporate seal, minutes and records relating to the conduct and acts of the stockholders and Board of Directors, which shall, at all reasonable times, be open to the examination of any director. The Secretary or any Assistant Secretary may certify the record of proceedings of the meetings of the stockholders or of the Board of Directors or resolutions adopted at such meetings, may sign or attest certificates, statements or reports required to be filed with governmental bodies or officials, may sign acknowledgments of instruments, may give notices of meetings and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 3.3 Bank Accounts.

In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Directors, the Treasurer, with approval of the Chief Executive Officer, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, provided payments from such bank accounts are to be made upon and according to the check of the Corporation, which may be signed jointly or singularly by either the manual or facsimile signature or signatures of such officers or

bonded employees of the Corporation as shall be specified in the written instructions of the Treasurer or Assistant Treasurer of the Corporation with the approval of the Chief Executive Officer.

Section 3.4 Proxies; Stock Transfers.

Unless otherwise provided in the Certificate of Incorporation or directed by the Board of Directors, the Chief Executive Officer or any Vice President or their designees shall have full power and authority on behalf of the Corporation to attend and to vote upon all matters and resolutions at any meeting of stockholders of any corporation in which the Corporation may hold stock, and may exercise on behalf of the Corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting, whether regular or special, and at all adjournments thereof, and shall have power and authority to execute and deliver proxies and consents on behalf of the Corporation in connection with the exercise by the Corporation of the rights and powers incident to the ownership of such stock, with full power of substitution or revocation. Unless otherwise provided in the Certificate of Incorporation or directed by the Board of Directors, the Chief Executive Officer or any Vice President or their designees shall have full power and authority on behalf of the Corporation to transfer, sell or dispose of stock of any corporation in which the Corporation may hold stock.

ARTICLE IV

CAPITAL STOCK

Section 4.1 Shares.

The shares of the Corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by the Chief Executive Officer and by the Secretary or the Treasurer, and sealed with the seal of the Corporation. Such seal may be a facsimile, engraved or printed. Within a reasonable time after the issuance or transfer of uncertificated shares, the

Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of the DGCL or a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights.

Any of or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such an officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such officer, transfer agent or registrar had not ceased to hold such position at the time of its issuance.

Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

Section 4.2 Transfer of Shares.

(a) Upon surrender to the Corporation or the transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be cancelled, and the issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the Corporation.

(b) The person in whose name shares of stock stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 4.3 Lost certificates.

The Board of Directors or any transfer agent of the Corporation may direct a new certificate or certificates or uncertificated shares representing stock of the Corporation to be issued in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Board of Directors (or any transfer agent of the Corporation authorized to do so by a resolution of the Board of Directors) may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as the Board of Directors (or any transfer agent so authorized) shall direct to indemnify the Corporation and the transfer agent against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificates or uncertificated shares, and such requirement may be general or confined to specific instances.

Section 4.4 Transfer Agent and Registrar.

The Board of Directors may appoint one or more transfer agents and one or more registrars, and may require all certificates for shares to bear the manual or facsimile signature or signatures of any of them.

Section 4.5 Regulations.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, registration, cancellation and replacement of certificates representing stock of the Corporation or uncertificated shares, which rules and regulations shall comply in all respects with the rules and regulations of the transfer agent.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Offices.

The Corporation shall maintain a registered office in the State of Delaware as required by the laws of the State of Delaware. The Corporation may also have offices in such other places, either within or without the State of Delaware, as the Board of Directors may from time to time designate or as the business of the Corporation may require.

Section 5.2 Corporate Seal.

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization as a Delaware corporation, and the words "Corporate Seal" and "Delaware."

Section 5.3 Fiscal Year.

The fiscal year of the Corporation shall be the calendar year unless otherwise determined by resolution of the Board of Directors.

Section 5.4 Notices and Waivers Thereof.

Whenever any notice is required by the laws of the State of Delaware, the Certificate of Incorporation or these Bylaws to be given to any stockholder, director or officer, such notice, except as otherwise provided by law, may be given personally, or by mail, or by

electronic mail or facsimile transmission, addressed to such address as appears on the books of the Corporation. Any notice given by electronic mail or facsimile transmission shall be deemed to have been given when it shall have been transmitted and any notice given by mail shall be deemed to have been given three (3) business days after it shall have been deposited in the United States mail with postage thereon prepaid.

Whenever any notice is required to be given by law, the Certificate of Incorporation, or these Bylaws, a written waiver thereof, signed by the person entitled to such notice, whether before or after the meeting or the time stated therein, shall be deemed equivalent in all respects to such notice to the full extent permitted by law.

Section 5.5 Saving Clause.

These Bylaws are subject to the provisions of the Certificate of Incorporation and applicable law. In the event any provision of these Bylaws is inconsistent with the Certificate of Incorporation or the corporate laws of the State of Delaware, such provision shall be invalid to the extent only of such conflict, and such conflict shall not affect the validity of any other provision of these Bylaws.

Section 5.6 Amendments.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors, by action taken by the affirmative vote of not less than a majority of the Whole Board, is hereby expressly authorized and empowered to adopt, amend or repeal any provision of these Bylaws.

Subject to the rights of the holders of any series of preferred stock, these Bylaws may be adopted, amended or repealed by the affirmative vote of the holders of not less than 66-2/3% of the total voting power of the then outstanding capital stock of the Corporation entitled to vote thereon; provided, however, that this paragraph shall not apply to, and no vote of the

stockholders of the Corporation shall be required to authorize, the adoption, amendment or repeal of any provision of these Bylaws by the Board of Directors in accordance with the immediately preceding paragraph.

Exhibit 10.1

EXECUTION VERSION

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of August 30, 2019 betweenMonitronics International, Inc., a Delaware corporation (the "**Company**"), and [·], ("**Indemnitee**").

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions than current policies. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The amended and restated bylaws of the Company (the "**Bylaws**") and the certificate of incorporation of the Company (the "**Certificate of Incorporation**") (each to be entered into prior to the appointment of Indemnitee as a director) will require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Bylaws, Certificate of Incorporation, will provide, and the DGCL expressly provides, that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws, Certificate of Incorporation and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder;

WHEREAS, Indemnitee does not regard the protection available under the Bylaws, Certificate of Incorporation, DGCL and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires that Indemnitee serve in such capacity. Indemnitee is willing to serve, continue to serve and/or to take on additional service for or on behalf of the Company on the condition that he be so indemnified; and

WHEREAS, Indemnitee has certain rights to indemnification and/or insurance provided by the Other Indemnitors (as hereinafter defined) which Indemnitee and the Other Indemnitors intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnitee's willingness to serve on the Board.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as a director of the Company from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof.

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section l(a) if, by reason of Indemnitee's Corporate Status (as hereinafter defined), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in thisSection 1(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company

unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for inSection 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally adjudged by a court (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses,

judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on

behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are at least as favorable as those rights permitted under the Company's Bylaws and Certificate of Incorporation and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee will notify the Company in writing of any Proceeding with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. Indemnitee will include in the written notification to the Company a description of the nature of the Proceeding and the facts underlying the Proceeding and provide such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. Indemnitee shall then submit to the Company a written request for indemnification, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board (1) by a majority vote of the Disinterested Directors, even though less than a quorum, (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (3) if there are no Disinterested Directors or if the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. For purposes hereof, Disinterested Directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not

meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination

within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in

good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that such Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by Indemnitee in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is

bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more

third parties (or affiliates thereof) for whom Indemnitee serves as a manager, member, partner, officer, employee or agent (collectively, the "**Other Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnitee are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation or Bylaws of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Other Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Other Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Other Indemnitors are express third party beneficiaries of the terms of this Section 8(c).

(d) Except as provided in paragraph (c) above, in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Other Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) Except as provided in paragraph (c) above, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) Except as provided in paragraph (c) above, the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that

the foregoing shall not affect the rights of Indemnitee or the Other Indemnitors set forth in Section 8(c) above; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of Indemnitee's Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting Indemnitee's rights to receive advancement of expenses under this Agreement.

12. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(b) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "**Enterprise**" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "**Independent Counsel**" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "**Proceeding**" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by Indemnitee or of any inaction on Indemnitee's part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in

any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce Indemnitee's rights under this Agreement.

13. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Further, the invalidity or unenforceability of any provision hereof as to Indemnitee shall in no way affect the validity or enforceability of any provision hereof as to the other. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

14. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

16. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

Monitronics International, Inc.
1990 Wittington Place
Farmers Branch, TX 75234
Attention: Chief Executive Officer, General Counsel
Tel: (972) 243-7443

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be

17. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

19. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

THE COMPANY:

MONITRONICS INTERNATIONAL, INC.

1990 Wittington Place

Farmers Branch, TX 75234

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

INDEMNITEE:

_____

Name:

Address: