
Section 1: 8-K (8-K)

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): October 18, 2017

The Meet Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of Incorporation)

001-33105

(Commission File Number)

86-0879433

(IRS Employer Identification No.)

**100 Union Square Drive
New Hope, Pennsylvania**

(Address of principal executive offices)

18938

(Zip Code)

Registrant's telephone number, including area code: **(215) 862-1162**

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))

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.*Credit Agreement Amendment*

On October 18, 2017, the Company entered into a First Amendment to Amended and Restated Credit Agreement (the “Amendment”) to that certain Amended and Restated Credit Agreement, dated as of September 18, 2017 (the “Credit Agreement”), among the Company, the several banks and other financial institutions party thereto, and JPMorgan Chase Bank, N.A., as administrative agent. Among other things, the Amendment amends the definition of “EBITDA” in the Credit Agreement and makes certain changes to the negative covenants.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 2.01 Completion of Acquisition or Disposition of Assets.*Closing of the Lovoo Acquisition*

On October 19, 2017 (the “Closing Date”), The Meet Group, Inc. (the “Company”) completed its previously announced acquisition of Lovoo GmbH (“Lovoo”), pursuant to the terms of the Share Purchase Agreement, dated as of September 18, 2017 (the “Original Purchase Agreement”), and as amended on October 18, 2017 (the “Amendment” and, together with the Original Purchase Agreement as amended by the Amendment, the “Purchase Agreement”) by and among the Company, TMG Holding Germany GmbH, a limited liability company organized under the laws of Germany and a wholly-owned subsidiary of the Company (“Purchaser”), Bawogo Ventures GmbH & Co. KG, a limited partnership organized under the laws of Germany (“Seller”), and the seller guarantors.

On the Closing Date, pursuant to the terms of the Purchase Agreement, Purchaser purchased from Seller all of the outstanding shares of Lovoo (the “Acquisition”).

The purchase price paid by Purchaser on the Closing Date was \$65 million in cash, as adjusted and subject to the reduction of certain expenses set forth in the Purchase Agreement (the “Purchase Price”). Purchaser will also pay additional contingent consideration, in the form of an earn-out amount of up to US \$5 million, payment of which is subject to certain conditions set forth in the Purchase Agreement including the successful achievement of an adjusted EBITDA target by Lovoo following the Closing. A portion of the Purchase Price is being held in escrow to secure the indemnification obligations of Seller and the seller guarantors.

The description of the Purchase Agreement contained in the Company’s Current Report on Form 8-K filed September 20, 2017 (the “September 20th 8-K”) is incorporated herein by reference. The summary description of the Purchase Agreement contained in the September 20th 8-K does not purport to be complete and is qualified in its entirety by reference to the terms of the Purchase Agreement, which was filed as Exhibit 2.1 to the September 20th 8-K and is incorporated herein by reference.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of Registrant.

(a)

The information set forth under “Credit Agreement Amendment” in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release, dated October 19, 2017, announcing, among other things, the completion of its acquisition of Lovoo, a copy of which is furnished herewith and incorporated by reference into this “Item 7.01. Regulation FD Disclosure.”

The information furnished pursuant to Item 7.01 of this Current Report shall not be considered “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of such section, nor shall it be incorporated by reference into future filings by the Company under the Securities Act of 1933, as

amended, or under the Exchange Act, unless the Company expressly sets forth in such future filing that such information is to be considered “filed” or incorporated by reference therein. This information shall not be deemed an admission as to the materiality of such information that is required to be disclosed solely by Regulation FD.

Item 8.01 Other Events.

On or about October 18, 2017, in connection with the Acquisition, the Company borrowed and received \$60,000,000 under the delayed draw term loan facility pursuant to the Credit Agreement to finance the Acquisition and to pay expenses incurred in connection therewith.

Item 9.01 Financial Statements and Exhibits.

(a) *Financial statements of business acquired.* The financial information required by Item 9.01(a) of this Current Report on Form 8-K for the transaction described in Item 2.01 above has not been included with this filing and will be filed by amendment to this Current Report on Form 8-K not later than seventy-one (71) calendar days after the date that this Current Report on Form 8-K must be filed.

(b) *Pro forma financial information.* The financial information required by Item 9.01(b) of this Current Report on Form 8-K for the transaction described in Item 2.01 above has not been included with this filing and will be filed by amendment to this Current Report on Form 8-K not later than seventy-one (71) calendar days after the date that this Current Report on Form 8-K must be filed.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	Share Purchase Agreement, dated as of September 18, 2017, by and among The Meet Group, Inc., TMG Holding Germany GmbH, Bawogo Ventures GmbH & Co. KG and the Shareholder guarantors set forth therein (Filed as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed September 20, 2017 and incorporated by reference herein)
2.2	Amendment Agreement, dated as of October 18, 2017, by and among The Meet Group, Inc., TMG Holding Germany GmbH and Bawogo Ventures GmbH & Co. KG
10.1	First Amendment to Amended and Restated Credit Agreement, dated as of October 18, 2017, with the several banks and other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent
99.1	The Meet Group, Inc. press release, dated October 19, 2017

SIGNATURES

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

THE MEET GROUP, INC.

Date: October 20, 2017

By: /s/ Geoffrey Cook

Name: Geoffrey Cook

Title: Chief Executive Officer

EXHIBIT INDEX

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Section 2: EX-2.2 (AMENDMENT TO LOVOO SHARE PURCHASE AGREEMENT)

Exhibit 2.2

[as recorded by a German public notary at Frankfurt am Main, Germany on 18 October 2017]

Amendment agreement (the **Amendment Agreement**) to that certain "Share purchase agreement regarding all shares in LOVOO GmbH" dated 18 September 2017 (Roll of deeds no. 1085/2017 of Notary Andreas Schrey) (the **SPA**)

Parties:

- (1) **BAWOGO Ventures GmbH & Co. KG**, a limited partnership (*Kommanditgesellschaft*) organized under the laws of Germany, with business address at Prager Str. 10, 01069 Dresden, Federal Republic of Germany, registered with the commercial register of the lower court (*Amtsgericht*) of Dresden, Germany, under registration no. HRA 8851 (the **Seller**)
- (2) **TMG Holding Germany GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany, with business address at Gontardstrasse 11, 4th Floor, 10178 Berlin, Germany, registered with the commercial register of the lower court (*Amtsgericht*) of Charlottenburg, Germany, under registration no. HRB 186988 B (the **Purchaser**)
- (3) **The Meet Group, Inc.**, a business corporation organized under the laws of Delaware, USA, with business address at 100 Union Square Drive, New Hope, PA 18938, USA (the **Purchaser Guarantor**)

(the Seller, the Purchaser and the Purchaser Guarantor are collectively referred to as the **Parties** and individually as a **Party**)

Whereas

- (A) Reference is made to the SPA. Capitalized terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the SPA.
- (B) The Parties wish to amend the SPA with regard to the repayment of the Loan Repayment Amount under the External Loan Agreement by causing the Company to repay part of the Loan Repayment Amount at Closing, and clarify certain other ambiguities as set forth in more detail hereinafter. Other changes to the SPA are not intended by this Amendment Agreement.

- (C) This Amendment Agreement shall only regulate the repayment of the Loan Repayment Amount at Closing. The legal position of the Seller Guarantors is not adversely affected, and a consent of the Seller Guarantors to this Amendment Agreement therefore not required pursuant to Clause 23.3 sentence 2 of the SPA.

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It is agreed:

1. Amendment and restatement of Clause 3.1.3

Clause 3.1.3 of the SPA shall be amended and restated in its entirety as follows:

The Purchaser is aware and acknowledges that it has to provide financing to the Company latest on the Closing Date in order to allow the Company to pay to Larmant LLC the existing debt (including accrued interests and any other payment obligations) under the External Loan Agreement outstanding at the Closing Date (the **Loan Repayment Amount**). The Parties agree that the Purchaser will, at the Closing Date, pay an amount of EUR 5,657,000 (via the Paying Agent) to Larmant LLC on behalf of the Company as part of the repayment of the Loan Repayment Amount. The Seller shall ensure that at the Closing Date the Company will repay the remainder of the Loan Repayment Amount in the amount of EUR 11,700,000 to Larmant LLC (the **Direct Company Payment**), which obligation shall be subject to

- (i) execution of documentation in mutually acceptable form regarding a contribution of an amount of EUR 6,673,329.94, corresponding to:
 - (1) the amount of the Loan Repayment Amount,
plus
 - (2) the Virtual Share Plan 1 Amount,
plus
 - (3) the Virtual Share Plan 2 Amount,
plus
 - (4) the Bonus Commitment Amounts,
less
 - (5) the Direct Company Payment

into the free capital reserves of the Company pursuant to Section 272 (2) no. 4 German Commercial Code (HGB) (*sonstige Leistungen in die Kapitalrücklage der Gesellschaft gemäß § 272 Abs. 2 Nr. 4 HGB*) by way of contribution in cash (*Bareinlage*);

and
- (ii) receipt of payment of an amount of EUR 4,786,780 (the **Purchaser Funding Amount**) from the Purchaser to the Company for the settlement of the Intercompany Debt and the Shareholder Debt, respectively (in

order to ensure that the Company disposes of sufficient liquidity to effectuate the Direct Company Payment).

The Loan Repayment Amount shall be deducted from the Purchase Price as an item constituting Financial Debt pursuant to Clause 5.1(b) (as also currently contemplated by the SPA pursuant to the definition of *Financial Debt* in Exhibit (B) to the SPA notwithstanding the fact that the existing debt under the External Loan Agreement may not exist any more as at 24:00 hrs at the Effective Date because of the repayment of such debt). However, in order to leave the agreement among the Parties regarding the financial and legal treatment of the Loan Repayment Amount unaffected, the Parties hereby agree that the amount of the Direct Company Payment (to the extent such payment occurred at Closing) shall be added to the *Cash* position of the Company at Closing for purposes of determining the final Purchase Price under the SPA (notwithstanding the fact that such amount, due to the Direct Company Payment, may not be available at the Company any more as Cash item at 24:00 hrs at the Effective Date). For the avoidance of doubt, the payment of the Purchaser Funding Amount shall extinguish the Shareholder Debt and the Intercompany Debt as of the Effective Date. For clarification, the additional cash injected by the Purchaser into the Company in the amount of EUR 1,016,329.94 to provide liquidity for the Virtual Share Plan 1 Amount, the Virtual Share Plan 2 Amount and the Bonus Commitment Amount shall not be treated as Cash of the Company for the purpose of the calculation of the Purchase Price pursuant to Clause 5.1.

2. Amendment and restatement of Clause 7.5.1 (i)

Clause 7.5.1 (i) shall be amended and restated as follows:

The Purchaser shall pay (via the Paying Agent) (i) the Intercompany Debt on behalf of the Seller to the Company, (ii) the Shareholder Debt on behalf of the respective indirect shareholders of the Company to the Company, (iii) EUR 5,657,000 as part of the repayment of Loan Repayment Amount to Larmant LLC on behalf of the Company, (iv) the Virtual Share Plan 1 Amount and the Virtual Share Plan 2 Amount to the Company, and (v) the Bonus Commitments Amount to the Company. The Seller shall ensure that the Company will repay the Direct Company Payment to Larmant LLC on the Closing Date subject to the provisions set forth in Clause 3.1.3 of the SPA as amended pursuant to para. 1 hereinabove;

3. Miscellaneous

3.1 The Parties clarify that with respect to certain other provisions of the SPA:

- (i) In Clause 7.2.2, the words “*or assignment*” are irrelevant and shall be disregarded;

- (ii) In Clause 17.2 sentence 2, the words “*contracts listed in*” are deemed to be replaced by the words “*sublease contracts and agreements in accordance with*”; and
- (iii) In Clause 17.2, the second reference to Schedule 17.2 in sentence 2 of that subparagraph (but, for the avoidance of doubt, not the first reference to Schedule 17.2 in sentence 1 of that subparagraph) is understood to constitute a reference to Schedule 19.8.1 instead;
- (iv) In Clause 5.4.1 sentence 2 the wording “one (1) Banking Day” shall be replaced by “two (2) Banking Days”.

3.2 Clauses 19.1, 19.2, 20, 21.1, 22.1, 22.2, 22.3., 22.5, 22.6, 23 and 24.2 of the SPA shall apply to this Amendment Agreement *mutatis mutandis*.

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Section 3: EX-10.1 (AMENDMENT TO CREDIT AR AGREEMENT)

Exhibit 10.1

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS **FIRST AMENDMENT** to Amended and Restated Credit Agreement (this “**Amendment**”) is entered into as of October 18, 2017, by and between **JPMORGAN CHASE BANK, N.A.**, (“**JPMorgan**”) as Administrative Agent (in such capacity, “**Administrative Agent**”), the Lenders party hereto (each a “**Lender**” and collectively, the “**Lenders**”) including JPMorgan in its capacity as a Lender, the Loan Parties party hereto and **THE MEET GROUP, INC.**, a Delaware corporation (“**Borrower**”).

RECITALS

- A. Administrative Agent, Lenders, the Loan Parties and Borrower have entered into that certain Amended and Restated Credit Agreement dated as of September 18, 2017 (as amended from time to time, the “**Credit Agreement**”).
- B. Lenders have extended credit to Borrower for the purposes permitted in the Credit Agreement.
- C. The Borrower, the Loan Parties, the Administrative Agent and the Lenders have agreed to amend certain provisions of the Credit Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Credit Agreement.

2. Amendments to Credit Agreement.

2.1 Section 1.01 (Defined Terms). Section 1.01 of the Credit Agreement is hereby amended and restated by amending and restating the definition of “**EBITDA**” as follows:

“**EBITDA**” means, for any period, Net Income for such period *plus* (a) without duplication and to the extent deducted in determining Net Income for such period, the sum of (i) Interest Expense for such period, (ii) income tax expense for such period, (iii) all amounts attributable to depreciation and amortization expense for such period, (iv) any extraordinary non-cash charges for such period, (v) any other non-

cash charges for such period (but excluding any non-cash charge in respect of an item that was included in Net Income in a prior period and (vi) any non-recurring fees, cash charges and other cash expenses (including severance costs) made or incurred in connection with the Transactions (and the Lovoo Acquisition) that are paid or otherwise accounted for within 90 days of the consummation of the Transactions (and the Lovoo Acquisition) in an amount not to exceed \$1,000,000, *minus* (b) without duplication and to the extent included in Net Income, any extraordinary gains and any non-cash items of income for such period, all calculated for the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, provided that, for the purposes of calculating EBITDA for any period of four consecutive Fiscal Quarters (each, a "Reference Period") pursuant to any determination of the Total Leverage Ratio or the Fixed Charge Coverage Ratio, (x) if at any time during such Reference Period any Loan Party shall have sold or otherwise divested of any assets or stock in any Subsidiary, the EBITDA for such Reference Period shall be reduced by an amount equal to the EBITDA (if positive) attributable to such assets or increased by an amount equal to the EBITDA (if negative) attributable thereto for such Reference Period and (y) if during such Reference Period a Loan Party shall have consummated a Permitted Acquisition, including without limitation the Acquisition of Skout, LLC, the Acquisition of Tagged and the Lovoo Acquisition, EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Acquisition occurred on the first day of such Reference Period.

2.2 Section 1.01 (Defined Terms). Section 1.01 of the Credit Agreement is hereby amended and restated by adding the definition of “Lovoo Holdings Intercompany Investment”, “Lovoo Holdings Intercompany Loan” and “Reference Period”, as follows:

“Lovoo Holdings Intercompany Investment” means an equity investment by the Borrower in Lovoo Holdings made on the Delayed Draw Term Loan Effective Date in an amount not to exceed \$25,000,000.

“Lovoo Holdings Intercompany Loan” means an intercompany loan made by the Borrower to Lovoo Holdings on the Delayed Draw Term Loan Effective Date in an aggregate principal amount not to exceed \$50,000,000.

“Reference Period” has the meaning assigned to such term in the definition of “Consolidated EBITDA”.

2.3 Section 6.04 (Investments, Loans, Advances, Guarantees and Acquisitions). Section 6.04 of the Credit Agreement is hereby amended and restated by amending and restating clauses (d) and (e) thereof as follows:

(d) investments by the Borrowers and the Subsidiaries in Equity Interests in their respective Subsidiaries, provided that (i) any such Equity Interests held by a Loan Party shall be pledged pursuant to the Security Agreement (subject to the limitations applicable to Equity Interests of a Foreign Subsidiary and a Foreign Holdco referred to in Section 5.14), (ii) the aggregate amount of investments (other than the Lovoo Holdings Intercompany Investment) by Loan Parties in Subsidiaries that are not Loan Parties (together with outstanding intercompany loans permitted under Section 6.04(e) (other than the Lovoo Holdings Intercompany Loan) and outstanding Guarantees permitted under Section 6.04(f)) shall not exceed \$250,000 at any time outstanding (in each case determined without regard to any write-downs or write-offs) and (iii) the Lovoo Holdings Intercompany Investment;

(e) loans or advances made by any Loan Party to any Subsidiary and made by any Subsidiary to a Loan Party or any other Subsidiary, provided that (i) any such loans and advances made by a Loan Party shall be evidenced by a promissory note pledged pursuant to the Security Agreement, (ii) the amount of such loans and advances (other than the Lovoo Holdings Intercompany Loan) made by Loan Parties to Subsidiaries that are not Loan Parties (together with outstanding investments permitted under Section 6.04(d) (other than the Lovoo Holdings Intercompany Investment) and outstanding Guarantees permitted under Section 6.04(e)) shall not exceed \$250,000 at any time outstanding (in each case determined without regard to any write-downs or write-offs) and (iii) the Lovoo Holdings Intercompany Loan; provided that such Lovoo Holdings Intercompany Loan shall be evidenced by a promissory note in form and substance satisfactory to the Administrative Agent and such promissory note shall be pledged as security for the Secured Obligations by the Borrower and delivered to the Administrative Agent pursuant to the terms of the Security Agreement;

2.4 Section 6.13 (Negative Pledge). The Credit Agreement is hereby amended and restated to add a new Section 6.13 as follows:

6.13 Negative Pledge. No Loan Party will, nor will it permit any Subsidiary to, directly or indirectly, enter into or suffer to exist any Lien or any agreement prohibiting or conditioning the creation or assumption of any Lien upon any of the property or assets of Lovoo Holdings or Lovoo.

3. Limitation of Amendment.

3.1 The amendments set forth in **Section 2** above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Administrative Agent or any Lender may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Administrative Agent and Lenders to enter into this Amendment, Borrower hereby represents and warrants to Administrative Agent and Lenders as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Credit Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower delivered to Administrative Agent and Lenders on the Effective Date, or subsequent thereto, remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Credit Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Credit Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Credit Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6. Effectiveness. This Amendment shall become effective as of the date first written above only upon satisfaction in full in the discretion of the Administrative Agent of each of the following conditions (the "**First Amendment Effective Date**"):

6.1 The Administrative Agent shall have received a copy of this Amendment duly executed and delivered by all of the Lenders, the Borrower, each other Loan Party and the Administrative Agent;

6.2 The representations and warranties of or on behalf of the Loan Parties in this Amendment are true, accurate and complete (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date) on and as of the First Amendment Effective Date;

6.3 The Loan Parties shall have paid all outstanding costs and expenses owed to the Administrative Agent pursuant to Section 9.03 of the Credit Agreement, including, without limitation, all reasonable fees, charges and disbursements of counsel for the Administrative Agent;

6.4 The Administrative Agent shall have received all other documents, opinions or materials requested by the Administrative Agent, including, without limitation a promissory note evidencing the Lovoo Holdings Intercompany Loan, in each case, in form and substance reasonably acceptable to the Agent.

7. Ratification, etc. Except as expressly amended or otherwise modified hereby, the Credit Agreement, each other Loan Document and all documents, instruments and agreements related thereto are hereby ratified and confirmed in all respects and shall continue in full force and effect. This Amendment shall constitute a Loan Document. The Loan Parties hereby ratify and reaffirm the validity and enforceability of all of the Liens and security interests heretofore granted and pledged by the Loan Parties pursuant to the Loan Documents to which it is a party to the Administrative Agent, on behalf and for the benefit of the Lenders, as collateral security for the Secured Obligations, and acknowledge that all of such Liens and security interests, granted, pledged or otherwise created as security for the Secured Obligations continue to be and remain collateral security for the Secured Obligations from and after the First Amendment Effective Date.

8. Reference to and Effect on the Credit Agreement.

8.1 Upon the effectiveness of this Amendment, (A) each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Credit Agreement as amended or otherwise modified hereby and (B) each reference in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended or otherwise modified hereby.

8.2 Except as specifically waived, amended or otherwise modified above, the terms and conditions of the Credit Agreement and any other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect and are hereby ratified and confirmed.

8.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender under the Credit Agreement or any other document, instrument or agreement executed in connection therewith, nor constitute a waiver of any provision contained therein, in each case except as specifically set forth herein.

9. RELEASE. IN CONSIDERATION OF THIS AMENDMENT, THE LOAN PARTIES HEREBY IRREVOCABLY RELEASE AND FOREVER DISCHARGE THE ADMINISTRATIVE AGENT, EACH LENDER AND EACH OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS (EACH, A “**RELEASED PERSON**”) OF AND FROM ALL DAMAGES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS AND CAUSES OF ACTION WHATSOEVER WHICH ANY LOAN PARTY MAY NOW HAVE OR CLAIM TO HAVE ON AND AS OF THE FIRST AMENDMENT EFFECTIVE DATE AGAINST ANY RELEASED PERSON, WHETHER PRESENTLY KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, SUSPECTED OR UNSUSPECTED, CONTINGENT OR NON-CONTINGENT, AND OF EVERY NATURE AND EXTENT WHATSOEVER (COLLECTIVELY, “**CLAIMS**”) WITH RESPECT TO THE LOAN DOCUMENTS, OTHER THAN ANY CLAIM ARISING SOLELY OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH RELEASED PERSON.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

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

THE MEET GROUP, INC., as Borrower

By: /s/ David Clark
Name: David Clark
Title: Chief Financial Officer

SKOUT, LLC, as a Loan Guarantor

By: /s/ David Clark
Name: David Clark
Title: Chief Financial Officer

IFWE, INC., as a Loan Guarantor

By: /s/ David Clark
Name: David Clark
Title: Chief Financial Officer

COLLECTED LABS LLC, as a Loan Guarantor

By: /s/ David Clark
Name: David Clark
Title: Chief Financial Officer

STIG, LLC, as a Loan Guarantor

By: /s/ David Clark
Name: David Clark
Title: Chief Financial Officer

HI5 INC., as a Loan Guarantor

By: /s/ David Clark
Name: David Clark
Title: Chief Financial Officer

[Signature Page to First Amendment to Amended and Restated Credit Agreement]

JPMORGAN CHASE BANK, N.A., individually, and as
Administrative Agent, the Swingline Lender and Issuing Bank

By: /s/ William Horstman
Name: William Horstman
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., as Lender

By: /s/ William Horstman
Name: William Horstman
Title: Authorized Officer

[Signature Page to First Amendment to Amended and Restated Credit Agreement]

SILICON VALLEY BANK, as a Lender

By: /s/ Frank Carocchia

Name: Frank Carocchia

Title: Vice President

[Signature Page to First Amendment to Amended and Restated Credit Agreement]

CADENCE BANK, N.A.

By: /s/ Henry Farley

Name: Henry Farley

Title: Assistant Vice President

[Signature Page to First Amendment to Amended and Restated Credit Agreement]

KEYBANK NATIONAL ASSOCIATION

By: /s/ Robert D. Kane Jr.
Name: Robert D. Kane Jr.
Title: Market President

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Section 4: EX-99.1 (PRESS RELEASE)

FOR IMMEDIATE RELEASE

Exhibit 99.1

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The Meet Group Announces Closing of Lovoo Acquisition

Company Announces Third Quarter 2017 Earnings Conference Call

NEW HOPE, Pa., October 19, 2017 – The Meet Group, Inc. (NASDAQ: MEET), a public market leader in the mobile meeting space, has completed its acquisition of Lovoo GmbH. The LOVOO app is the most downloaded dating app in Germany, Switzerland, and Austria combined.

The Meet Group anticipates this purchase will continue the momentum of its mission to meet the universal need for human connection through innovating, acquiring, and building the largest mobile portfolio of brands for meeting new people.

The acquisition is expected to expand The Meet Group's global footprint, increase the company's scale and profitability, and diversify its business model by adding expertise in subscription and in-app purchasing.

"LOVOO is our third strategic acquisition in the last 12 months, and we're looking forward to advancing our combined company's growth," said Geoff Cook, CEO of The Meet Group. "We plan to continue to focus on innovating products that increase engagement across our entire portfolio of brands, including livestreaming video and in-app gifting. LOVOO's sizable European audience and subscription focus give us greater revenue and geographic diversification, and we're excited to add them to the portfolio."

In connection with the closing of the acquisition, The Meet Group granted restricted stock awards representing an aggregate of 534,500 shares of common stock to 97 Lovoo employees as an inducement material to their employment. Each restricted stock award vests one-third each year during a three-year vesting period. Vesting is subject to continued employment. The grants were approved by the company's Board of Directors, including a majority of its independent directors, and were made in accordance with NASDAQ Listing Rule 5635(c)(4).

Earnings Conference Call and Audio Webcast Notification

The Meet Group will host a conference call on Wednesday, November 1, 2017 at 8:30 a.m. ET to discuss details and answer questions about the company's financial results for the third quarter ended September 30, 2017.

The Meet Group's financial results will be issued in a press release before the market open on November 1 and prior to the call, which will be hosted by The Meet Group's Chief Executive Officer, Geoff Cook, and Chief Financial Officer, David Clark.

What: The Meet Group third quarter 2017 financial results conference call

When: Wednesday, November 1, at 8:30 a.m. Eastern Time (5:30 a.m. PT)

Dial In Number: 800-441-0022 (US and Canada)

719-457-2627 (International)

Participant passcode: 9957559

Webcast: To access the live and replay webcast, please visit the investor relations section of The Meet Group's investor website at <http://www.themeetgroup.com>.

Call Replay: A phone replay of the call will be available approximately two hours following the end of the call until 11:30 a.m. ET on Wednesday, November 8, 2017. To access the replay dial-in information, please click [here](#).

About The Meet Group

The Meet Group (NASDAQ: MEET) is a fast-growing portfolio of mobile apps designed to meet the universal need for human connection. Our apps – currently MeetMe®, LOVOO®, Skout®, Tagged®, and Hi5® – let users in more than 100 countries chat, share photos, stream live video, and discuss topics of interest, and are available on iPhone, iPad, and Android in multiple languages. Using innovative products and sophisticated data science, The Meet Group keeps its over 4.5 million mobile daily active users engaged and originates untold numbers of casual chats, friendships, dates, and marriages. The Meet Group offers advertisers the opportunity to reach customers on a global scale and has leading mobile monetization strategies, including advertising, in-app purchases, and subscription products. The Meet Group has offices in New Hope, San Francisco, Dresden, and Berlin. For more information, visit themeetgroup.com, and follow us on [Facebook](#), [Twitter](#) or [LinkedIn](#).

Forward-Looking Statements

Certain statements in this press release are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including whether the

acquisition of LOVOO will continue the momentum of our mission to meet the universal need for human connection through innovating, acquiring, and building the largest mobile portfolio of brands for meeting new people, whether the acquisition will expand our global footprint, increase our scale and profitability, and diversify our business model by adding expertise in subscription and in-app purchasing, whether the acquisition will advance our combined company's growth, whether we will continue to focus on innovating products that increase engagement across our entire portfolio of brands, including livestreaming video and in-app gifting, and whether LOVOO's sizable European audience and subscription focus will give us greater revenue and geographic diversification. All statements other than statements of historical facts contained herein are forward-looking statements. The words "believe," "may," "estimate," "continue," "anticipate," "intend," "should," "plan," "could," "target," "potential," "project," "is likely," "expect" and similar expressions, as they relate to us, are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. Important factors that could cause actual results to differ from those in the forward-looking statements include the risk that our applications will not function easily or otherwise as anticipated, the risk that we will not launch additional features and upgrades as anticipated, the risk that unanticipated events affect the functionality of our applications with popular mobile operating systems, any changes in such operating systems that degrade our mobile applications' functionality and other unexpected issues which could adversely affect usage on mobile devices. Further information on our risk factors is contained in our filings with the Securities and Exchange Commission ("SEC"), including the Form 10-K for the year ended December 31, 2016 filed with the SEC on March 9, 2017, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 filed with the SEC on May 10, 2017, and the Form 8-K filed with the SEC on September 20, 2017. Any forward-looking statement made by us herein speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

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