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UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): **January 3, 2019**

**Safeguard Scientifics, Inc.**

(Exact Name of registrant as Specified in Charter)

**Pennsylvania**  
(State or other Jurisdiction of  
Incorporation)

**1-5620**  
(Commission File Number)

**23-1609753**  
(IRS Employer ID No.)

**170 North Radnor-Chester Road**  
**Suite 200**  
**Radnor, PA**  
(Address of Principal Executive Offices)

**19087**  
(Zip Code)

Registrant's telephone number, including area code: **610-293-0600**

**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 ( *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in 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.

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**ITEM 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed by Safeguard Scientifics, Inc. (“Safeguard”) in its Current Report on Form 8-K filed with the Securities and Exchange Commission on July 9, 2018, Safeguard Delaware, Inc. (the “Seller”), a subsidiary of Safeguard, entered into a Stock Repurchase Agreement (the “Agreement”) with MediaMath Holdings, Inc. (“MediaMath”).

As part of the Agreement, the Seller granted MediaMath an option to purchase 10.87% of the Seller’s ownership position in MediaMath for \$12.5 million (the “Option”). The Option was exercisable within 180 days after July 2, 2018.

On January 3, 2019, the Seller and MediaMath entered into an amendment to the Agreement (the “Amendment”) providing for an extension of the Option period until September 30, 2019. The Amendment further provides that the exercise price of the Option will be \$12.5 million plus simple interest accruing on such amount at a rate of 7% per annum from December 29, 2018 until the date of the closing of the exercise of the Option (computed on the basis of actual calendar days elapsed and a year of 360 days).

The summary of the Amendment contained in this Item 1.01 does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

**ITEM 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Title</u>
<a href="#">10.1</a>	<a href="#">Amendment No. 1 to Stock Repurchase Agreement, dated as of January 3, 2019, by and between MediaMath Holdings, Inc. and Safeguard Delaware, Inc.</a>

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**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.

**Safeguard Scientifics, Inc.**

Date: January 4, 2019

By: /s/ Brian J. Sisko

Name: Brian J. Sisko

Title: President and Chief Executive Officer

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## AMENDMENT NO. 1 TO STOCK REPURCHASE AGREEMENT

This AMENDMENT NO. 1 TO STOCK REPURCHASE AGREEMENT (the “*Amendment*”) dated as of January 3, 2019, by and among MEDIAMATH HOLDINGS, INC., a Delaware corporation (the “*Company*”), and SAFEGUARD DELAWARE, INC., a Delaware corporation (the “*Seller*”), amends and modifies that certain Stock Repurchase Agreement, dated as of July 2, 2018 (the “*Agreement*”). Capitalized terms used but not defined in this Amendment will have the meaning given such terms in the Agreement.

## RECITALS

- A. The Company and the Seller previously entered into the Agreement.
- B. Section 10 of the Agreement provides that the Agreement may be amended only by an instrument executed by the parties to the Agreement.
- C. The Company and the Seller have agreed to enter into this Amendment to extend the Option Period.

## AGREEMENT

The parties agree as follows:

- 1. **Additional Closings**. Section 4(b) of the Agreement is hereby amended and restated in its entirety as follows:

“(b) **Option**. From the Closing Date until September 30, 2019 (as such period may be extended only by the mutual written agreement of the Seller and the Company, the “*Option Period*”), subject to the terms and conditions hereof, the Company shall have the option (the “*Option*”) to purchase the Option Shares from the Seller. The aggregate purchase price for the Option Shares shall be (i) twelve million five hundred thousand dollars (\$12,500,000) plus (ii) simple interest accruing on such amount at a rate of 7% per annum from December 29, 2018 until the date of the closing of the purchase and sale of the Option Shares (computed on the basis of actual calendar days elapsed and a year of 360 days) (the “*Option Purchase Price*”). The Option may only be exercised for all, but not less than all, of the Option Shares, unless otherwise mutually agreed to in writing between the Company and the Seller.”

- 2. **Entire Agreement**. The Agreement, as amended by this Amendment, constitutes the full and entire understanding among the parties regarding the subject matter in this Amendment and the Agreement.
- 3. **Amendment Limited**. Other than as set forth in this Amendment, all of the terms and conditions of the Agreement will continue in full force and effect.
- 4. **Incorporation by Reference**. Sections 10 through 18 of the Agreement, as modified by this Amendment, are hereby incorporated by reference herein. Any reference to the Agreement shall automatically include this Amendment, whether or not specifically referenced.

[SIGNATURE PAGES FOLLOW]

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The parties have executed this **AMENDMENT NO. 1 TO STOCK REPURCHASE AGREEMENT** as of the day and year first above.

**COMPANY:**

**MEDIA MATH HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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The parties have executed this **AMENDMENT NO. 1 TO STOCK REPURCHASE AGREEMENT** as of the day and year first above.

**SELLER:**

**SAFEGUARD DELAWARE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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