
**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): **January 25, 2019**

Jones Energy, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

001-36006

(Commission File
Number)

80-0907968

(I.R.S. Employer Identification No.)

807 Las Cimas Parkway, Suite 350

Austin, Texas

(Address of Principal Executive Offices)

78746

(Zip Code)

Registrant's telephone number, including area code: **(512) 328-2953**

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 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging growth company

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

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

Jones Energy, Inc., a Delaware corporation (the “Company”) previously established and maintains the Jones Energy, LLC Executive Deferral Plan (the “Plan”). On December 12, 2018, the Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”) approved the termination of the Plan as part of its year-end review of the Company’s compensation programs, subject to further approval of definitive documentation. On January 25, 2019, the Compensation Committee approved an amendment to the Plan reflecting the termination (the “Termination Amendment”). Pursuant to the terms of the Termination Amendment, effective as of December 12, 2018 (the “Termination Date”), the Plan shall be irrevocably terminated, and no further accruals or contributions shall be made under the Plan on or after the Termination Date and all accrued and unpaid benefits of the Participants (as defined in the Plan) as of the Termination Date shall be distributed to the Participants. As of the date of this filing, no current executive officers of the Company were participating, or ever had participated, in the Plan.

The summary of the Termination Amendment is not complete and is qualified in its entirety by reference to the full text of the Termination Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Finance Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Termination Amendment to Jones Energy, LLC Executive Deferral Plan

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.

JONES ENERGY, INC.

Date: January 31, 2019

By: /s/ Carl F. Giesler, Jr.
Carl F. Giesler, Jr.
Chief Executive Officer

[Signature Page to Current Report on Form 8-K]

TERMINATION AMENDMENT

JONES ENERGY, LLC EXECUTIVE DEFERRAL PLAN

WHEREAS, Jones Energy, Inc., a Delaware corporation (the “*Company*”), has previously established and maintains the Jones Energy, LLC Executive Deferral Plan (the “*Plan*”); and

WHEREAS, pursuant to Section 7.1 of the Plan, the Company has the right to amend or terminate the Plan at any time by action of the Compensation Committee (“*Compensation Committee*”) of the Board of Directors of the Company; and

WHEREAS, the Compensation Committee has taken all necessary action to terminate the Plan effective as of December 12, 2018, subject to approval of this amendment;

NOW, THEREFORE, effective as of December 12, 2018, the Plan is amended as follows:

1. Effective as of December 12, 2018 (the “*Termination Date*”), the Plan shall be irrevocably terminated, and no further accruals or contributions shall be made under the Plan on or after the Termination Date and all accrued and unpaid benefits of the Participants as of the Termination Date shall be distributed to Participants.

2. Effective as of the Termination Date, Article 7 of the Plan is hereby amended to add the following new Section 7.4 to read as follows:

“7.4 *Plan Termination*. Notwithstanding any Plan provision to the contrary, effective as of December 12, 2018 (the “*Termination Date*”), the Plan is irrevocably terminated. Each Participant’s accrued and unpaid benefits under the Plan as of the Termination Date shall (i) be fully vested and (ii) be paid to such Participant (or, if applicable, the Participant’s Beneficiaries) in the form of a single lump sum payment following the Termination Date, as determined by the Company.”

[Signature Page Follows]

IN WITNESS WHEREOF , the Company has caused these presents to be executed by its duly authorized officer in a number of copies, each of which shall be deemed an original but all of which shall constitute but one and the same instrument which may be sufficiently evidenced by an executed copy hereof, this 25th day of January 2019, but effective as of the date set forth herein.

JONES ENERGY, INC.

By: /s/ Carl F. Giesler, Jr.
Carl F. Giesler, Jr.
Chief Executive Officer