
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):
November 4, 2019 (November 1, 2019)



altice

Altice USA, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State of Incorporation)

001-38126

(Commission File Number)

38-3980194

(IRS Employer Identification Number)

1 Court Square West

Long Island City, New York

(Address of principal executive offices)

11101

(Zip Code)

(516) 803-2300

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, par value \$0.01 per share	ATUS	New York Stock Exchange

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

Completion of Previously Announced Debt Push Down

On November 1, 2019, CSC Holdings LLC, a Delaware limited liability company (“CSC”), an indirect wholly-owned subsidiary of Altice USA, Inc. (the “Company”), completed the transactions (related to its previously announced intention) to assume all of the rights and obligations of Cablevision Systems Corporation (“Cablevision”), the direct parent of CSC, under Cablevision’s \$649.0 million outstanding aggregate principal amount of 5.875% Senior Notes due 2022 (“Cablevision 2022 Notes”), the indenture governing the Cablevision 2022 Notes, \$1.7 million outstanding aggregate principal amount of 7.750% Senior Notes due 2025 (“Legacy Cequel 2025 Notes”), the indenture governing the Legacy Cequel 2025 Notes (“Legacy Cequel 2025 Notes Indenture”), \$4.1 million outstanding aggregate principal amount of 7.500% Senior Notes due 2028 (“Legacy Cequel 2028 Notes”) and the indenture governing the Legacy Cequel 2028 Notes (“Legacy Cequel 2028 Notes Indenture”), through one or more transactions (“Debt Push-Down”).

On November 1, 2019, in connection with such transactions, Cablevision, as original issuer, CSC as successor issuer and U.S. Bank National Association, as trustee, entered into a supplemental indenture (the “2022 Supplemental Indenture”), which modified the provisions of the indenture, dated as of April 2, 2010 (the “Cablevision 2022 Notes Indenture”), pursuant to which CSC has succeeded Cablevision as issuer of the Cablevision 2022 Notes and has all of the rights and privileges, and assumed all of the obligations, duties, covenants and agreements, of Cablevision under the Cablevision 2022 Notes Indenture and the Cablevision 2022 Notes. The foregoing description of the 2022 Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the 2022 Supplemental Indenture, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference. On November 1, 2019, in connection with such transactions, Cablevision, as original issuer, CSC as successor issuer and the trustee thereunder also entered into supplemental indentures to the Legacy Cequel 2025 Notes Indenture and the Legacy Cequel 2028 Notes Indenture.

Item 1.02 **Termination of a Material Definitive Agreement.**

On November 1, 2019 (the “Redemption Date”), Cablevision redeemed in full the outstanding \$500.0 million in aggregate principal amount of its 8.00% Senior Notes due 2020 (the “Cablevision 2020 Notes”), which were issued pursuant to an indenture dated as of April 2, 2010 between Cablevision as issuer and U.S. Bank National Association, as trustee, as amended by the first supplemental indenture thereto dated as of April 15, 2010 between Cablevision as issuer and U.S. Bank National Association, as trustee.

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

The information set forth in Item 1.01 is incorporated herein by reference.

Item 9.01 Financial Statement and Exhibits

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
4.1	Supplemental Indenture, dated as of November 1, 2019, between, inter alios, CSC Holdings, LLC as successor issuer, Cablevision Systems Corporation as original issuer and U.S. Bank National Association, as Trustee, to the Cablevision 2022 Notes Indenture.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document

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.

ALTICE USA, INC.

Dated: November 4, 2019

By: /s/ Michael E. Olsen
Michael E. Olsen
EVP, General Counsel and Secretary

SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of November 1, 2019, among, *inter alios*, CSC Holdings, LLC, a Delaware limited liability company (the “**Issuer**”), Cablevision Systems Corporation, a Delaware Corporation (the “**Company**”) and U.S. Bank National Association, as trustee (the “**Trustee**”).

WITNESSETH

WHEREAS, the Company, the Trustee and the other parties thereto have heretofore executed and delivered an indenture, dated as of April 2, 2010 (as amended, supplemented, waived or otherwise modified, the “**Indenture**”), providing for the issuance of 5.875% Senior Notes due 2022 (the “**Notes**”);

WHEREAS, pursuant to the Asset Contribution Agreement, dated the date hereof, entered into by, the Company (as Seller) and the Issuer (as Buyer), the Company has agreed to contribute, assign and transfer to the Issuer all of Company’s right, title and interest in and to the Acquired Assets (as defined in the Asset Contribution Agreement), representing all or substantially all of the assets of the Company (other than membership interests in the Issuer) and the Issuer has agreed to assume all of the Assumed Liabilities (as defined in the Asset Contribution Agreement), including the Indenture and the Notes;

WHEREAS, in connection with the foregoing recital and pursuant to Sections 801 and 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture without the consent of the Holders of the Notes to evidence the assumption by the Issuer of all obligations of the Company under the Indenture and the Notes;

WHEREAS, each party hereto has duly authorized the execution and delivery of this Supplemental Indenture and has done all things necessary to make this Supplemental Indenture a valid agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE 1 Defined Terms

Section 1.01. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital thereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE 2 Obligations and Agreements; Agreement to be Bound; Assumption of Rights and Obligations; Release

Section 2.01. Obligations and Agreements. The Issuer hereby succeeds the Company as issuer of the Notes under the Indenture and as such will have all of the rights and privileges, and be subject to and assume all of the obligations, duties, covenants and agreements, of the Company under the Indenture and the Notes.

Section 2.02. Agreement to be Bound; Assumption of Rights and Obligations. The Issuer irrevocably and unconditionally agrees to be bound by all of the provisions of the Indenture and the Notes applicable to the Company and to perform all of the obligations, duties, covenants and agreements of the Company under the Indenture and the Notes.

Section 2.03. Release of the Company under the Indenture. Pursuant to Section 802 of the Indenture, the Company is released from all obligations under the Indenture and the Issuer has succeeded to, and is substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if such Issuer had been named as the Company therein.

ARTICLE 3
Miscellaneous

Section 2.03. Notices. All notices and other communications to the Issuer shall be given at its address set forth below:

Michael E. Olsen
Senior Vice President, Acting General Counsel and Secretary
Altice USA
1111 Stewart Avenue
Bethpage, NY 11714
United States

Section 3.02. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 3.03. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THIS SUPPLEMENTAL INDENTURE IS SUBJECT TO THE PROVISIONS OF THE TRUST INDENTURE ACT THAT ARE REQUIRED TO BE PART OF THIS SUPPLEMENTAL INDENTURE AND SHALL, TO THE EXTENT APPLICABLE, BE GOVERNED BY SUCH PROVISIONS.

EACH OF THE ISSUER, COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04. Severability Clause. In case any one or more of the provisions in this Supplemental Indenture shall be held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.05. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.06. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

Section 3.07. Headings. The headings of the Articles and the sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 3.08. Successors. All covenants and agreements in this Supplemental Indenture by the parties hereto shall bind their successors and assigns, whether so expressed or not.

Section 3.09. Effectiveness. The provisions of this Supplemental Indenture shall become effective as of the date hereof.

CABLEVISION SYSTEMS CORPORATION

as Company

By: /s/ Dexter Goei

Name: Dexter Goei

Title: Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION

as Trustee

By:

By: /s/ Gagendra Hiralal

Name: Gagendra Hiralal

Title: Vice President

By: /s/ Gagendra Hiralal

Name: Gagendra Hiralal

Title: Vice President