

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-K

(Mark One)

**Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the fiscal year ended December 31, 2014**

or

**Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from to
Commission File Number: 1-35106**

AMC Networks Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

27-5403694

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

11 Penn Plaza, New York, NY
(Address of principal executive offices)

10001
(Zip Code)

(212) 324-8500

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Name of each exchange on which registered

Class A Common Stock, par value \$0.01 per share

The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company (as defined in Exchange Act Rule 12b-2).

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant, computed by reference to the closing price of a share of common stock on June 30, 2014 (the last business day of the registrant's most recently completed second fiscal quarter) was approximately \$3,674,000,000.

The number of shares of common stock outstanding as of February 13, 2015:

Class A Common Stock par value \$0.01 per share 60,553,173

Class B Common Stock par value \$0.01 per share 11,484,408

DOCUMENTS INCORPORATED BY REFERENCE:

Certain information required in Item 10 through Item 14 of Part III of this Annual Report on Form 10-K is incorporated herein by reference to the Registrant's definitive Proxy Statement for its 2015 Annual Meeting of Stockholders, which shall be filed with the Securities and Exchange Commission pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, within 120 days of the Registrant's fiscal year end.

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Forward-Looking Statements

This Annual Report on Form 10-K contains statements that constitute forward-looking information within the meaning of the Private Securities Litigation Reform Act of 1995. In this Annual Report on Form 10-K there are statements concerning our future operating results and future financial performance. Words such as “expects,” “anticipates,” “believes,” “estimates,” “may,” “will,” “should,” “could,” “potential,” “continue,” “intends,” “plans” and similar words and terms used in the discussion of future operating results and future financial performance identify forward-looking statements. You are cautioned that any such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties and that actual results or developments may differ materially from the forward-looking statements as a result of various factors. Factors that may cause such differences to occur include, but are not limited to:

- the level of our revenues;
- market demand for our programming networks and our programming;
- demand for advertising inventory;
- the demand for our programming among cable and other multichannel video programming distributors and our ability to maintain and renew affiliation agreements with multichannel video programming distributors;
- the cost of, and our ability to obtain or produce, desirable programming content for our networks and independent film distribution businesses;
- market demand for our services internationally and for our independent film distribution business, and our ability to profitably provide those services;
- the security of our program rights and other electronic data;
- the loss of any of our key personnel and artistic talent;
- the highly competitive nature of the cable programming industry;
- changes in both domestic and foreign laws or regulations under which we operate;
- economic and business conditions and industry trends in the countries in which we operate;
- fluctuations in currency exchange rates and interest rates;
- changes in laws or treaties relating to taxation, or the interpretation thereof, in the U.S. or in the countries in which we operate;
- our substantial debt and high leverage;
- reduced access to capital markets or significant increases in costs to borrow;
- the level of our expenses;
- the level of our capital expenditures;
- future acquisitions and dispositions of assets;
- our ability to successfully acquire new businesses and, if acquired, to integrate, and implement our plan with respect to businesses we acquire;
- problems we may discover post-closing with the operations, including the internal controls and financial reporting process, of businesses we acquire;
- changes in the nature of key strategic relationships with partners and joint ventures;
- the outcome of litigation and other proceedings;
- whether pending uncompleted transactions, if any, are completed on the terms and at the times set forth (if at all);
- other risks and uncertainties inherent in our programming businesses;
- financial community and rating agency perceptions of our business, operations, financial condition and the industry in which we operate, and the additional factors described herein;
- events that are outside our control, such as political unrest in international markets, terrorist attacks, natural disasters and other similar events; and
- the factors described under Item 1A, “Risk Factors” in this Annual Report.

We disclaim any obligation to update or revise the forward-looking statements contained herein, except as otherwise required by applicable federal securities laws.

Item 1. Business.

General

AMC Networks Inc. is a Delaware corporation with our principal executive offices at 11 Penn Plaza, New York, NY 10001. AMC Networks Inc. is a holding company and conducts substantially all of its operations through its majority owned or controlled subsidiaries. Unless the context otherwise requires, all references to “we,” “our,” “us,” “AMC Networks” or the “Company” refer to AMC Networks Inc., together with its direct and indirect subsidiaries. “AMC Networks Inc.” refers to AMC Networks Inc. individually as a separate entity. Our telephone number is (212) 324-8500. Our corporate website is <http://www.amcnetworks.com> and the investor relations section of our website is located at <http://investor.amcnetworks.com>. We make available, free of charge through the investor relations section of our website, our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as well as our proxy statements, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (“SEC”). References to our website in this Annual Report on Form 10-K (this “Annual Report”) are provided as a convenience and the information contained on, or available through, the website is not part of this or any other report we file with or furnish to the SEC.

AMC Networks Inc. was incorporated on March 9, 2011 as an indirect, wholly-owned subsidiary of Cablevision Systems Corporation (Cablevision Systems Corporation and its subsidiaries are referred to as “Cablevision”). On June 30, 2011, Cablevision spun off the Company (the “Distribution”), and the Company became an independent public company. In connection with the Distribution, Cablevision contributed all of the membership interests of Rainbow Media Holdings LLC (“RMH”) to the Company. RMH owned, directly or indirectly, the businesses included in Cablevision’s Rainbow Media segment. Both Cablevision and AMC Networks continue to be controlled by Charles F. Dolan, certain members of his immediate family and certain family-related entities (collectively the “Dolan Family”).

Our Company

AMC Networks owns and operates several of cable television’s most recognized brands, delivering high quality content to audiences and a valuable platform to distributors and advertisers. Since our founding in 1980, we have been a pioneer in the cable television programming industry, having created or developed some of the industry’s leading programming networks, with a focus on programming of film and original productions. AMC, which was created in 1984, features original programming that includes critically-acclaimed original scripted dramatic series such as *Mad Men*, *Breaking Bad*, *Hell on Wheels*, *TURN: Washington’s Spies*, *Halt and Catch Fire* and *The Walking Dead*, which, in 2014, set a series record of 17.3 million viewers (live/same day) with the broadcast of the season five premiere. Our dedication to quality programming and storytelling also led to the creation of The Independent Film Channel (today known as IFC) in 1994 and WE tv (which we launched as Romance Classics in 1997), as well as our acquisition of SundanceTV (formerly known as Sundance Channel) in 2008.

In January 2014, we expanded our global business with the acquisition of Chellomedia from Liberty Global plc. The acquisition provides AMC Networks with television channels that are distributed to more than 390 million subscribers in over 130 countries and span a wide range of programming genres, most notably movie and entertainment networks. In October 2014, we entered into a joint-venture agreement with BBC Worldwide Americas, Inc., the commercial arm of the British Broadcasting Corporation, acquiring a 49.9% interest in the cable channel BBC AMERICA, home of drama series *Doctor Who* and *Orphan Black*. The results of Chellomedia and BBC America are consolidated in the financial results of AMC Networks since their respective acquisition dates.

Segments

We manage our business through the following two operating segments:

- *National Networks*: Principally includes five nationally distributed programming networks: AMC, WE tv, BBC AMERICA, IFC, and SundanceTV. These programming networks are distributed throughout the United States (“U.S.”) via cable and other multichannel video programming distribution platforms, including direct broadcast satellite (“DBS”) and platforms operated by telecommunications providers (we refer collectively to these cable and other multichannel video programming distributors as “multichannel video programming distributors” or “distributors”). AMC, IFC, and SundanceTV are also distributed in Canada. The National Networks operating segment also includes AMC Networks Broadcasting & Technology, the National Networks’ technical services business, which primarily services most of the nationally distributed programming networks of the Company.
- *International and Other*: Principally includes AMC Networks International (formerly Chellomedia and AMC/Sundance Channel Global), the Company’s international programming businesses consisting of a portfolio of channels in Europe, Latin America, the Middle East and parts of Asia and Africa; IFC Films, the Company’s independent film distribution business; AMC Networks International - DMC (formerly Chello DMC), the broadcast

solutions unit of certain networks of AMC Networks International and third party networks; and various developing on-line content distribution initiatives.

During 2014, the manner in which our President and Chief Executive Officer, who is the chief operating decision maker, evaluates performance and makes decisions about how to allocate resources changed, resulting in the reorganization of the Company's operating segments. As indicated above, the National Networks operating segment now includes the results of AMC and Sundance Channel in Canada and AMC Networks Broadcasting & Technology. Prior to 2014, the results of these operations were included in the International and Other operating segment. Operating segment information for prior periods has been recast to reflect these changes.

We earn revenue principally from the distribution of our programming and the sale of advertising. Distribution revenues primarily include affiliation fees paid by distributors to carry our programming networks and the licensing of original programming for digital, foreign and home video distribution. In 2014, distribution revenues and advertising sales accounted for 62% and 38% of our consolidated revenues, net, respectively. No customer accounted for more than 10% of consolidated revenues, net for the year ended December 31, 2014.

For financial information of the Company by operating segment, see Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Consolidated Results of Operations" and Note 22 to the accompanying consolidated financial statements.

Our Strengths

Our strengths include:

Strong Industry Presence and Portfolio of Brands. We have operated in the cable programming industry for more than 30 years, and, over this time, we have continually enhanced the value of our network portfolio. Our programming network brands are well known and well regarded by our key constituents—our viewers, distributors and advertisers—and have developed strong followings within their respective targeted demographics, increasing our value to distributors and advertisers. AMC (which targets adults aged 18 to 49 and 25 to 54), WE tv (which targets women aged 18 to 49 and 25 to 54), BBC AMERICA (which targets adults aged 25 to 54), IFC (which targets adults aged 18 to 49) and SundanceTV (which targets adults aged 25 to 54) have established themselves as important within their respective markets. Our deep and established presence in the industry and the recognition we have received for our brands through industry awards and other honors lend us a high degree of credibility with distributors and content producers, and help provide us with stable affiliate and studio relationships, advantageous channel placements and heightened viewer engagement.

Broad Distribution and Penetration of Our National Networks. Our national networks are broadly distributed in the United States. AMC, WE tv, BBC AMERICA, IFC and SundanceTV are each carried by all major multichannel video programming distributors. Our national networks are available to a significant percentage of subscribers in these distributors' systems. This broad distribution and penetration provides us with a strong national platform on which to maintain, promote and grow our business.

Compelling Programming. We continually refine our mix of programming and, in addition to our film content, have increasingly focused on highly-visible, critically-acclaimed original programming, including the award-winning *Mad Men*, *Breaking Bad*, *Orphan Black*, *Doctor Who*, *The Honorable Woman* and *The Walking Dead*, the highest-rated drama series in basic cable history and the number one show on all of television among adults 18-49 in 2014. Other popular series include *Top Gear*, *Broadchurch*, *TURN: Washington's Spies*, *Halt and Catch Fire*, *Hell on Wheels*, *Rectify*, *The Returned*, *Braxton Family Values*, *Marriage Boot Camp*, *SWV Reunited*, *Mary Mary*, *Portlandia* and *Maron*. Our focus on quality original programming, targeting specific audiences, has allowed us in recent years to increase our programming networks' ratings and their viewership within these respective targeted demographics.

Recurring Revenue from Affiliation Agreements. Our affiliation agreements with multichannel video programming distributors are a recurring source of revenue. We generally seek to structure these agreements so that they are long-term in nature and to stagger their expiration dates, thereby increasing the predictability and stability of our affiliation fee revenues.

Desirable Advertising Platform. Our national networks have a strong connection with each of their respective targeted demographics, which makes our programming networks an attractive platform to advertisers. We have experienced significant growth in our advertising revenues in recent years, which contributes to our ability to develop high-quality original programming.

Our Strategy

Our strategy is to maintain and improve our position as a leading programming and entertainment company by owning and operating several of the most popular and award-winning brands in cable television that create engagement with audiences globally across multiple media and distribution platforms. The key focuses of our strategy are:

Continued Development of High-Quality Original Programming. We intend to continue developing strong original programming across all of our programming networks to enhance our brands, strengthen our relationships with our viewers, distributors and advertisers, and increase distribution and audience ratings. We intend to continue to seek increased distribution of our national networks to grow affiliate and advertising revenues. We believe that our continued investment in original programming supports future growth in distribution and advertising revenue. We also intend to continue to expand the exploitation of our original programming across multiple media and distribution platforms.

Increased Global Distribution. We are expanding the distribution of our programming networks around the globe. We first expanded beyond the U.S. market with the launch in Canada of IFC (in 2001) and AMC (in 2006), and Sundance Channel in Europe (in 2010). In 2014, AMC was launched and is now available in over 120 countries, replacing the MGM channel in certain territories. Additionally, Sundance Channel has expanded its distribution to over 70 countries. AMC Networks International's channels are available in over 390 million homes worldwide.

Continued Growth of Advertising Revenue. We have a proven track record of significantly increasing revenue by introducing advertising on networks that were previously not advertiser-supported. We first accomplished this in 2002, when we moved AMC and WE tv to an advertiser-supported model, followed by IFC in December 2010, and SundanceTV in September 2013. Prior to September 2013, SundanceTV principally sold sponsorships. We seek to continue to evolve the programming on each of our networks to achieve even stronger viewer engagement within their respective core targeted demographics, thereby increasing the value of our programming to advertisers and allowing us to obtain higher advertising rates. We are continuing to seek additional advertising revenue through higher Nielsen ratings in desirable demographics.

Increased Control of Content. We believe that control (including long-term contract arrangements) and ownership of content is becoming increasingly important, and we intend to increase our control position over our programming content. We currently control, own or have long-term license agreements covering significant portions of our content across our programming networks as well as in our independent film distribution business operated by IFC Films. We intend to continue to focus on obtaining the broadest possible control rights (both as to territory and platforms) for our content.

Exploitation of Emerging Media Platforms. The technological landscape surrounding the distribution of entertainment content is continuously evolving as new digital platforms emerge. We intend to distribute our content across as many of these new platforms as possible, when it makes business sense to do so, so that our viewers can access our content where, when and how they want it. To that end, our programming networks are allowing many of our distributors to offer our content to subscribers on computers and other digital devices, and on video-on-demand platforms, all of which permit subscribers to access programs at their convenience. We also make our IFC Films library and certain of our other content available on third-party digital platforms such as Netflix and iTunes. In addition to amctv.com, which delivers approximately 5 million unique browsers each month, our networks each host dedicated websites that promote their brands, provide programming information and provide access to content.

Key Challenges

We face a number of challenges, including:

- intense competition in the markets in which we operate;
- a limited number of distributors for our programming networks;
- unpredictable and volatile viewer preferences;
- continuing availability of desirable programming;
- regulatory and other risks associated with doing business in international countries and territories;
- integration of acquired businesses; and
- significant levels of debt and leverage, as a result of the debt financing agreements described under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

See Item 1A, "Risk Factors" for a discussion of these and other factors that could impact our performance and operating results.

National Networks

We operate five nationally distributed entertainment programming networks: AMC, WE tv, BBC AMERICA, IFC, and SundanceTV which are available to our distributors in high-definition and/or standard-definition formats. Our programming networks principally generate their revenues from the distribution of programming and the sale of advertising. Affiliation fees paid by multichannel video programming distributors represent the largest component of distribution revenue, which also includes the licensing of original programming for digital, foreign and home video distribution.

AMC

Whether commemorating favorite films from various genres and decades or creating acclaimed original programming, AMC is a television network dedicated to the highest-quality storytelling in keeping with its "Something More" brand. AMC launched in 1984, has garnered many of the industry's highest honors, including multiple Emmy Awards, Golden Globe Awards, Screen Actors Guild Awards, Peabody Awards, and American Film Institute (AFI) Awards for Top 10 Most Outstanding Television Programs of the Year. The network is the only cable network in history to win the Emmy Award for Outstanding Drama Series four years in a row (*Mad Men* from 2008-2011), and for six out of the last seven years (*Breaking Bad* in 2013 and 2014). Also in 2014, *Breaking Bad*'s Bryan Cranston received the Emmy Award for Outstanding Lead Actor in a Drama Series, Aaron Paul received the Emmy Award for Outstanding Supporting Actor in a Drama Series, and Anna Gunn received the Emmy Award for Outstanding Supporting Actress in a Drama Series. In addition, AMC is home to, *The Walking Dead*, the highest-rated drama series in basic cable history and the number one show on all of television among adults 18-49 in 2014.

AMC's original drama series include *Mad Men*, *Breaking Bad*, *The Walking Dead*, *Hell on Wheels*, *TURN: Washington's Spies* and *Halt and Catch Fire*. The network will premiere four new series in 2015: *Better Call Saul*, a *Breaking Bad* prequel based on the Saul Goodman character; *Badlands* (working title), a martial arts drama; *Humans*, a sci-fi drama and international co-production; and *The Making of The Mob: New York*, a special event mini-series about the rise of the American mafia. Additionally, AMC's programming includes the unscripted original shows *Talking Dead* and *Comic Book Men*.

AMC's film library consists of films that are licensed under long-term contracts from major studios such as Twentieth Century Fox, Warner Bros., Sony, MGM, NBC Universal, Paramount and Buena Vista. AMC generally structures its contracts for the exclusive cable television rights to air the films during identified window periods.

AMC Subscribers and Affiliation Agreements. As of December 31, 2014, AMC had affiliation agreements with all major U.S. multichannel video programming distributors and reached approximately 95 million Nielsen subscribers.

Historical Subscribers—AMC

	2014	2013	2012
		(in millions)	
Nielsen Subscribers (at year-end)	95.0	97.4	98.9
Change from Prior Year-end	(2)%	(2)%	3%

Year-to-year changes in the Nielsen subscribers may be impacted by changes in the Nielsen sample.

WE tv

WE tv's programming is fueled by personalities and relationships filled with purpose and passion. WE tv welcomes everyone and creates an inclusive experience across all platforms: on TV, online, on demand, and social media, embracing how today's digitally-savvy, socially-engaged audiences connect through content, using it as a catalyst to drive conversation and build community. WE tv's popular slate of fresh and modern unscripted original series includes the hit shows *Braxton Family Values*, *Kendra on Top* and *Mary Mary*, among others. WE tv debuted its first scripted original series, *The Divide*, in 2014. The network's second scripted original series, *South of Hell*, debuts in 2015.

Additionally, WE tv's programming includes series such as *CSI: Miami* and *Law & Order* as well as feature films, with exclusive license rights to certain films from studios such as Paramount, MGM, Disney and Warner Bros.

WE tv Subscribers and Affiliation Agreements. As of December 31, 2014, WE tv had affiliation agreements with all major U.S. multichannel video distributors and reached approximately 85 million Nielsen subscribers.

Historical Subscribers—WE tv

	2014	2013	2012
		(in millions)	
Nielsen Subscribers (at year-end)	85.4	84.0	81.5
Growth from Prior Year-end	2%	3%	7%

The increase in Nielsen subscribers noted in the above table primarily reflects the repositioning of carriage of WE tv with certain operators to more widely distributed tiers of service. Additionally, year-to-year changes in the Nielsen subscribers may be impacted by changes in the Nielsen sample.

BBC AMERICA

BBC AMERICA delivers U.S. audiences high-quality, innovative and intelligent programming. Established in 1998, it has been the launch pad for talent embraced by American mainstream pop culture, including Ricky Gervais, Gordon Ramsay, Graham

Norton, and successful programming formats including the dramatic conspiracy thriller, *Orphan Black*, ground-breaking non-scripted television like *Top Gear* and top-rated science-fiction like *Doctor Who*. BBC AMERICA has attracted both critical acclaim and major awards, including four Emmy Awards, five Golden Globes and 12 Peabody Awards.

BBC AMERICA Subscribers and Affiliation Agreements. As of December 31, 2014, BBC AMERICA had affiliation agreements with all major U.S. multichannel video programming distributors and reached approximately 78 million Nielsen subscribers.

Historical Subscribers—BBC AMERICA

	2014	2013	2012
		(in millions)	
Nielsen Subscribers (at year-end)	78.2	79.5	80.3
Change from Prior Year-end	(2)%	(1)%	11%

Year-to-year changes in the Nielsen subscribers may be impacted by changes in the Nielsen sample.

IFC

IFC creates original comedies that are in keeping with the network's "Always On. Slightly Off" brand and which air alongside a collection of films and comedic cult TV shows.

The network's original content includes the comedy series *Portlandia*, created by and starring Fred Armisen and Carrie Brownstein, and executive produced by Saturday Night Live's Lorne Michaels. Other IFC originals include *Comedy Bang! Bang!*, *Maron*, *The Birthday Boys* and *The Spoils of Babylon* produced by Will Ferrell and Adam McKay's *Funny or Die*; a second installment of the franchise - *The Spoils Before Dying* - premieres in 2015. IFC's programming also includes films from various film distributors, including Fox, Miramax, Sony, Lionsgate, Universal, Paramount and Warner Bros.

IFC Subscribers and Affiliation Agreements. As of December 31, 2014, IFC had affiliation agreements with all major U.S. multichannel video distributors and reached approximately 74 million Nielsen subscribers.

Historical Subscribers—IFC

	2014	2013	2012
		(in millions)	
Nielsen Subscribers (at year-end)	73.7	69.9	69.6
Growth from Prior Year-end	5%	—%	7%

The increase in Nielsen subscribers noted in the above table primarily reflects the repositioning of carriage of IFC with certain operators to more widely distributed tiers of service. Additionally, year-to-year changes in the Nielsen subscribers may be impacted by changes in the Nielsen sample.

SundanceTV

Launched in 1996 and acquired by the Company in 2008, SundanceTV delivers on the spirit of founder Robert Redford's mission to celebrate creativity by bringing viewers television as distinctive as the best independent films. Working with today's most remarkable talent, SundanceTV is attracting viewer and critical acclaim for its original scripted and unscripted programming, including *Rectify*, *The Red Road*, *Babylon*, and *Top of the Lake*, among others.

In 2015, SundanceTV's mini-series *The Honorable Woman*, lead actress, Maggie Gyllenhaal, won the Golden Globe award for Best Actress in a Mini-Series or a Motion Picture Made for Television category.

SundanceTV also has a slate of original unscripted series, each exploring aspects of contemporary culture.

SundanceTV Subscribers and Affiliation Agreements. As of December 31, 2014, SundanceTV had affiliation agreements with all major U.S. multichannel video programming distributors and reached approximately 57 million Nielsen subscribers.

Historical Subscribers—SundanceTV

	2014	2013	2012
		(in millions)	
Nielsen Subscribers (at year-end)	56.6	56.2	54.1
Growth from Prior Year-end	1%	4%	29%

The increase in Nielsen subscribers noted in the above table primarily reflects the repositioning of carriage of our SundanceTV with certain operators to more widely distributed tiers of service. Additionally, year-to-year changes in the Nielsen subscribers may be impacted by changes in the Nielsen sample.

AMC and Sundance Channel Canada

We provide programming to the Canadian market through our AMC and Sundance Channel brands, AMC which is distributed through affiliation arrangements with all major Canadian multichannel video programming distributors and Sundance Channel through trademark license and content distribution arrangements with Canadian programming outlets.

AMC Networks Broadcasting & Technology

AMC Networks Broadcasting & Technology is a full-service network programming feed origination and distribution company, which primarily services most of the national programming networks of the Company. AMC Networks Broadcasting & Technology's operations are located in Bethpage, New York, where AMC Networks Broadcasting & Technology consolidates origination and satellite communications functions in a 60,000 square-foot facility designed to keep AMC Networks at the forefront of network origination and distribution technology. AMC Networks Broadcasting & Technology has 30 plus years of experience across its network services groups, including network origination, affiliate engineering, network transmission, traffic and scheduling that provide day-to-day delivery of any programming network, in high definition or standard definition.

Currently, AMC Networks Broadcasting & Technology is responsible for the origination and transmission of multiple highly acclaimed network programming feeds for both national and international distribution. In addition to serving most of the programming networks of the Company, AMC Networks Broadcasting & Technology's affiliated and third-party clients include fuse, MSG Network, MSG Plus, SNY and Mid Atlantic Sports Network.

International and Other

Our International and Other segment includes the operations of AMC Networks International (formerly Chellomedia and AMC/Sundance Channel Global), AMC Networks International - DMC (formerly Chello DMC), and IFC Films.

AMC Networks International

AMC Networks International ("AMCNI"), the global division of AMC Networks, delivers entertaining and acclaimed programming that reaches subscribers in more than 140 countries and territories, including countries and territories in Europe, Latin America, the Middle East and parts of Asia and Africa. AMC Networks International consists of global brands, Sundance Channel and AMC, as well as popular, locally recognized channels in various programming genres.

AMCNI - Central Europe

AMCNI - Central Europe operates a portfolio of thematic television channels with a focus on the Central and Eastern European market, including 12 television brands in 4 genres: sport: Sport1, Sport2, SportM, kids: Minimax, Megamax, infotainment: Spektrum, TVPaprika, Spektrum Home and film: AMC, Film Mánia and Film Café. The channels are programmed for local audiences, languages and markets.

AMCNI - Iberia

AMCNI - Iberia is the largest distributor of thematic television channels in Spain and Portugal. The current portfolio consists of 18 television channels including AMC, Canal Hollywood, Odisea, Sol Musica, Canal Cocina and Decasa, and a number of channels owned through joint ventures. The channels are programmed for local audiences, languages and markets.

AMCNI - Latin America

AMCNI - Latin America produces and distributes high quality television programming throughout Spanish and Portuguese speaking Latin America, the Caribbean and other territories. The portfolio consists of 11 channels including AMC, Film&Arts, Europa Europa, el gourmet, Casa Club TV, Cosmopolitan TV, Ella, Canal (á), Reality TV, AM Sports and El Garage TV.

AMCNI - Zone

AMCNI - Zone produces television programming throughout the United Kingdom and other countries in EMEA and Asia and manages a portfolio of 20 channel brands, including Horror Channel (in Italy), Extreme Sports Channel and Jim Jam. The portfolio includes a number of channels owned through joint ventures in the EMEA region, including the Outdoor Channel and Polsat Jim Jam entertainment channels, as well as CBS Drama, CBS Action, CBS Reality and CBS Europa.

AMC/Sundance Channel Global

AMC/Sundance Channel Global's business principally consists of 11 distinct channels distributed in eighteen languages spread across over seventy countries, focusing primarily on the global version of Sundance Channel. Principally generating revenues from affiliation fees, AMC/Sundance Channel Global has broad availability to distributors within these territories through satellite and fiber delivery that can facilitate future expansion.

An internationally-recognized brand, Sundance Channel's global services provide not only the best of the independent film world but also feature certain content from AMC, IFC, Sundance Channel and IFC Films, as well as serve as a unique pipeline of international content, in an effort to provide distinctive programming to an upscale audience.

AMCNI - DMC

AMCNI - DMC is a media logistics service provider of playout services, content distribution, video on demand and TV everywhere services. The Amsterdam-based advanced digital media facility specializes in the enrichment, publishing and delivery of multi-lingual and multi-platform content. AMCNI-DMC currently transmits over 100 channels across continental Europe, the UK, Middle East, Asia and South Africa. AMCNI- DMC's third party clients include Fox International Channels, A&E Networks, Sony Pictures Television Entertainment and Liberty Global.

IFC Films

IFC Films, our independent film distribution business, makes independent films available to a worldwide audience. IFC Films operates three distribution labels: Sundance Selects, IFC Films and IFC Midnight, all of which distribute independent films across virtually all available media platforms, including in theaters, on cable/satellite video-on-demand (reaching approximately 50 million homes), DVDs and cable network television, and streaming/downloading to computers and other electronic devices. IFC Films has a film library consisting of more than 600 titles. Recent successes include Oscar-nominated *Boyhood* (IFC Films) from writer-director Richard Linklater, Oscar-nominated *Two Days, One Night* (Sundance Selects) starring Marion Cotillard, and Oscar-nominated documentary *Finding Vivian Maier* (IFC Films).

As part of its strategy to encourage the growth of the marketplace for independent films, IFC Films also operates the IFC Center and the DOC NYC Film Festival. IFC Center is a state-of-the-art independent movie theater located in the heart of New York City's Greenwich Village. DOC NYC is an annual festival also located in New York City celebrating documentary storytelling in film, photography, prose and other media.

Content Rights and Development

The programming on our networks includes original programming that we control, either through outright ownership or through long-term licensing arrangements, and acquired programming that we license from studios and other rights holders.

Original Programming

We contract with some of the industry's leading production companies, including Lionsgate, Sony Pictures Television, Fox Television Studios, Entertainment One Television USA, Scott Free Productions, RelativityREAL, Magical Elves, Broadway Video, Reveille Productions and Pilgrim Films & Television, to produce most of the original programming that appears on our programming networks. These contractual arrangements either provide us with outright ownership of the programming, in which case we hold all programming and other rights to the content, or they consist of long-term licensing arrangements, which provide us with exclusive rights to exhibit the content on our programming networks, but may be limited in terms of specific geographic markets or distribution platforms. The license agreements are typically of multi-season duration and provide us with a right of first negotiation or a right of first refusal on the renewal of the license for additional programming seasons. Historically, we have generally licensed our owned content to third parties for international distribution. We may also license content to other programming networks or distribution platforms. Future decisions as to how to distribute programming will be made on the basis of a variety of factors including the relative value of any particular alternative. We currently produce certain of our owned original series: *The Walking Dead*, *TURN: Washington's Spies* (premiered on AMC in 2014), *Halt and Catch Fire* (premiered on AMC in 2014), *The Divide* (premiered on WE tv in 2014), *Rectify* and *The Red Road* (premiered on SundanceTV in 2014). The original programming that we either license or own outright includes, for AMC: *Mad Men*, *Breaking Bad*, and *Hell on Wheels*; for WE tv: *Bridezillas*, which is currently in syndication, *Braxton Family Values*, *Tamar & Vince*, *Mary Mary*, and *Marriage Boot Camp*; for IFC: *Portlandia*, *Maron*, *Comedy Bang! Bang!*, *The Birthday Boys* and *The Spoils of Babylon*; and for SundanceTV: *Babylon*, *Dream School* and *The Writers' Room*.

Acquired Programming

The majority of the content on our programming networks consists of existing films, episodic series and specials that we acquire pursuant to rights agreements with film studios, production companies or other rights holders. This acquired programming includes episodic series such as *Law and Order*, *CSI: Miami*, *Will & Grace*, *Roseanne*, *Malcolm in the Middle* and *Batman*, as well as an extensive film library. The rights agreements for this content are of varying duration and generally permit our programming networks to carry these series, films and other programming during certain window periods.

Affiliation Agreements

Affiliation Agreements. Our programming networks are distributed to our viewing audience pursuant to affiliation agreements with multichannel video programming distributors. These agreements, which typically have durations of several years, require us to deliver programming that meets certain standards set forth in the agreement. We earn affiliation fees under these agreements, generally based upon the number of each distributor's subscribers or, in some cases, based on a fixed contractual monthly fee. Our affiliation agreements also give us the right to sell a specific amount of national advertising time on our programming networks.

Our programming networks' existing affiliation agreements expire at various dates through 2024. Failure to renew affiliation agreements, or renewal on less favorable terms, or the termination of those agreements could have a material adverse effect on our business, and, even if affiliation agreements are renewed, there can be no assurance that renewal rates will equal or exceed the rates that are currently being charged.

We frequently negotiate with distributors in an effort to increase the subscriber base for our networks. We have in some instances made upfront payments to distributors in exchange for these additional subscribers or agreed to waive or accept lower subscriber fees if certain numbers of additional subscribers are provided. We also may help fund the distributors' efforts to market our programming networks or we may permit distributors to offer limited promotional periods without payment of subscriber fees. As we continue our efforts to add subscribers, our subscriber revenue may be negatively affected by such deferred carriage fee arrangements, discounted subscriber fees and other payments; however, we believe that these transactions generate a positive return on investment over the contract period.

Advertising Arrangements

Under affiliation agreements with our distributors, we have the right to sell a specified amount of national advertising time on our programming networks. Our advertising revenues are more variable than affiliation fee revenues because the majority of our advertising is sold on a short-term basis, not under long-term contracts. We sell advertising time in both the upfront and scatter markets. In the upfront market, advertisers buy advertising time for the upcoming season, and by purchasing in advance, often receive discounted rates. In the scatter market, advertisers buy advertising time close to the time when the commercials will be run, and often pay a premium. The mix between the upfront and scatter markets is based upon a number of factors, such as pricing, demand for advertising time and economic conditions. Our advertising arrangements with advertisers provide for a set number of advertising units to air over a specific period of time at a negotiated price per unit. In most advertising sales arrangements, our programming networks guarantee specified viewer ratings for their programming. If these guaranteed viewer ratings are not met, we are generally required to provide additional advertising units to the advertiser at no charge. For these types of arrangements, a portion of the related revenue is deferred if the guaranteed viewer ratings are not met and is subsequently recognized either when we provide the required additional advertising time, the guarantee obligation contractually expires or performance requirements become remote. Most of our advertising revenues vary based upon the popularity of our programming as measured by Nielsen.

Our national programming networks have advertisers representing companies in a broad range of sectors, including the health, automotive, food, insurance and entertainment industries. All of our National Networks use a traditional advertising sales model.

Subscriber and Viewer Measurement

The number of subscribers receiving our programming from multichannel video programming distributors generally determines the affiliation fees we receive. These numbers are reported monthly by the distributor and are reported net of certain excluded categories of subscribers set forth in the relevant affiliation agreement. For most day-to-day management purposes, we use a different measurement, Nielsen subscribers. Nielsen subscribers represent the number of subscribers receiving our programming from multichannel video programming distributors as reported by Nielsen, based on their sampling procedures. Nielsen subscriber figures tend to be higher than viewing subscribers for a given programming network. Nielsen subscriber figures are available for all of our national programming networks.

For purposes of the advertising rates we are able to charge advertisers, the relevant measurement is the Nielsen rating, which measures the number of viewers actually watching the commercials within programs we show on our programming networks. This measurement is calculated by Nielsen using their sampling procedures and reported daily, although advertising rates are adjusted less frequently. In addition to the Nielsen rating, our advertising rates are also influenced by the demographic mix of our viewing audiences, since advertisers tend to pay premium rates for more desirable demographic groups of viewers.

Regulation

Our businesses are subject to and affected by regulations of U.S. federal, state and local government authorities, and our international operations are subject to laws and regulations of the countries and international bodies, such as the European Union, in which we operate. The Federal Communications Commission (the “FCC”) regulates U.S. programming networks in certain respects when they are affiliated with a cable television operator, as we are with Cablevision. Other FCC regulations, although imposed on cable television operators and satellite operators, affect programming networks indirectly. The rules, regulations, policies and procedures affecting our businesses are constantly subject to change. The descriptions below are summary in nature and do not purport to describe all present and proposed laws and regulations affecting our businesses.

Closed Captioning

Certain of our networks must provide closed-captioning of programming for the hearing impaired. The 21st Century Communications and Video Accessibility Act of 2010 also requires us to provide closed captioning on certain video content that we offer on the Internet or through other Internet Protocol distribution.

CALM Act

FCC rules require multichannel video programming distributors to ensure that all commercials comply with specified volume standards, and our affiliation agreements generally require us to certify compliance with such standards.

Obscenity Restrictions

Cable operators and other distributors are prohibited from transmitting obscene programming, and our affiliation agreements generally require us to refrain from including such programming on our networks.

Violent Programming

In 2007, the FCC issued a report on violence in programming that recommended that the United States Congress prohibit the availability of violent programming, including cable programming, during the hours when children are likely to be watching. Some members of the United States Congress continue to be interested in the alleged effects of violent programming, which could lead to a renewal of interest in limiting the availability of such programming or prohibiting it.

Program Access

The “program access” provisions of the Federal Cable Act generally require satellite delivered video programming in which a cable operator holds an attributable interest, as that term is defined by the FCC, to be made available to all multichannel video programming distributors, including DBS providers and telephone companies, on nondiscriminatory prices, terms and conditions, subject to certain exceptions specified in the statute and the FCC’s rules. FCC rules provide that the FCC may order a cable-affiliated programmer to continue to make a programming service available to a multichannel video programming distributor during the pendency of a program access complaint, under the terms of the existing contract. For purposes of these rules, the common directors and five percent or greater voting stockholders of Cablevision and AMC Networks are deemed to be cable operators with attributable interests in us. As long as we continue to have common directors and major stockholders with Cablevision, our satellite-delivered video programming services will remain subject to the program access provisions. The FCC allowed a previous blanket prohibition on exclusive arrangements with cable operators to expire in October 2012, but will consider case-by-case complaints that exclusive contracts between cable operators and cable-affiliated programmers significantly hinder or prevent a competing distributor from providing satellite cable programming.

The FCC has also extended the program access rules to terrestrially-delivered programming created by cable operator-affiliated programmers such as us when a showing can be made that the lack of such programming significantly hinders or prevents the distributor from providing satellite cable programming. The rules authorize the FCC to compel the licensing of such programming in response to a complaint by a multichannel video programming distributor. These rules could require us to make any terrestrial programming services we create available to multichannel video programming distributors on nondiscriminatory prices, terms and conditions. The FCC is considering expanding the definition of “multichannel video programming distributor” to include certain distributors of video programming over the Internet. This change could expand our program access obligations.

Program Carriage

The FCC has sought comment on proposed changes to the rules governing carriage agreements between cable programming networks and cable operators or other multichannel video programming distributors. Some of these changes could give an advantage to cable programming networks that are not affiliated with any distributor and make it easier for those programming networks to challenge a distributor’s decision to terminate a carriage agreement or to decline to carry a network in the first place.

Wholesale “À La Carte” and Volume Discounts

The FCC is considering how to respond to a petition from a cable operator asking the FCC to open a rulemaking proceeding to examine whether to adopt rules restricting how programmers package and price their networks. We do not currently require

distributors to carry more than one of our national programming networks in order to obtain the right to carry a particular national programming network. However, we generally negotiate with a distributor for the carriage of all of our national networks concurrently, and we offer volume discounts to distributors who make our programming available to larger numbers of subscribers or who carry more of our programming networks.

Effect of “Must-Carry” Requirements

The FCC’s implementation of the statutory “must-carry” obligations requires cable and DBS operators to give broadcasters preferential access to channel space. In contrast, programming networks, such as ours, have no guaranteed right of carriage on cable television or DBS systems. This may reduce the amount of channel space that is available for carriage of our networks by cable television systems and DBS operators.

Satellite Carriage

All satellite carriers must under federal law offer their service to deliver our and our competitor’s programming networks on a nondiscriminatory basis (including by means of a lottery). A satellite carrier cannot unreasonably discriminate against any customer in its charges or conditions of carriage.

Media Ownership Restrictions

FCC rules set media ownership limits that restrict, among other things, the number of daily newspapers and radio and television stations in which a single entity may hold an attributable interest as that term is defined by the FCC. Pursuant to a Congressional mandate, the FCC must review these rules every four years. Such a review is currently underway. Cablevision currently owns Newsday, a daily newspaper published on Long Island, New York. The fact that the common directors and five percent or greater voting stockholders of Cablevision and AMC Networks hold attributable interests in each of the companies for purposes of these rules means that these cross-ownership rules may have the effect of limiting the activities or strategic business alternatives available to us, at least for as long as we continue to have common directors and major stockholders with Cablevision. Although we have no plans or intentions to become involved in the businesses affected by these restrictions, we would need to be mindful of these rules if we were to consider engaging in any such business in the future.

Website Requirements

We maintain various websites that provide information regarding our businesses and offer content for sale. The operation of these websites may be subject to a range of federal, state and local laws such as privacy, data security, accessibility, child safety and consumer protection regulations.

Other Regulation

The FCC also imposes rules regarding political broadcasts and telemarketing. In addition, our international operations are subject to regulation on a country-by-country basis, including programming content requirements, local content quotas, and requirements to make programming available on nondiscriminatory terms.

Programming businesses are subject to regulation on a country-by-country basis, including restrictions on types of advertising that can be sold on our networks, programming content requirements, requirements to make programming available on non-discriminatory terms, and local content quotas.

Competition

Our programming networks operate in two highly competitive markets. First, our programming networks compete with other programming networks to obtain distribution on cable television systems and other multichannel video programming distribution systems, such as DBS, and ultimately for viewing by each system’s subscribers. Second, our programming networks compete with other programming networks and other sources of video content, including broadcast networks, to secure desired entertainment programming. The success of our businesses depends on our ability to license and produce content for our programming networks that is adequate in quantity and quality and will generate satisfactory viewer ratings. In each of these cases, some of our competitors are large publicly held companies that have greater financial resources than we do. In addition, we compete with these entities for advertising revenue.

It is difficult to predict the future effect of technology on many of the factors affecting AMC Networks’ competitive position. For example, data compression technology has made it possible for most video programming distributors to increase their channel capacity, which may reduce the competition among programming networks and broadcasters for channel space. On the other hand, the addition of channel space could also increase competition for desired entertainment programming and ultimately, for viewing by subscribers. As more channel space becomes available, the position of our programming networks in the most favorable tiers of these distributors would be an important goal. Additionally, video content delivered directly to viewers over the Internet competes with our programming networks for viewership.

Distribution of Programming Networks

The business of distributing programming networks to cable television systems and other multichannel video programming distributors is highly competitive. Our programming networks face competition from other programming networks' carriage by a particular multichannel video programming distributor, and for the carriage on the service tier that will attract the most subscribers. Once our programming network is selected by a distributor for carriage, that network competes for viewers not only with the other programming networks available on the distributor's system, but also with over-the-air broadcast television, Internet-based video and other online services, mobile services, radio, print media, motion picture theaters, DVDs, and other sources of information and entertainment.

Important to our success in each area of competition we face are the prices we charge for our programming networks, the quantity, quality and variety of the programming offered on our networks, and the effectiveness of our networks' marketing efforts. The competition for viewers among advertiser supported networks is directly correlated with the competition for advertising revenues with each of our competitors.

Our ability to successfully compete with other networks may be hampered because the cable television systems or other multichannel video programming distributors through which we seek distribution may be affiliated with other programming networks. In addition, because such distributors may have a substantial number of subscribers, the ability of such programming networks to obtain distribution on the systems of affiliated distributors may lead to increased affiliation and advertising revenue for such programming networks because of their increased penetration compared to our programming networks. Even if such affiliated distributors carry our programming networks, such distributors may place their affiliated programming network on a more desirable tier, thereby giving the affiliated programming network a competitive advantage over our own.

New or existing programming networks that are affiliated with broadcasting networks like NBC, ABC, CBS or Fox may also have a competitive advantage over our programming networks in obtaining distribution through the "bundling" of agreements to carry those programming networks with agreements giving the distributor the right to carry a broadcast station affiliated with the broadcasting network.

An important part of our strategy involves exploiting identified markets of the cable television viewing audience that are generally well defined and limited in size. Our networks have faced and will continue to face increasing competition as other programming networks and online or other services seek to serve the same or similar niches.

Sources of Programming

We also compete with other programming networks to secure desired programming. Most of our original programming and all of our acquired programming is obtained through agreements with other parties that have produced or own the rights to such programming. Competition for this programming will increase as the number of programming networks increases. Other programming networks that are affiliated with programming sources such as movie or television studios or film libraries may have a competitive advantage over us in this area.

With respect to the acquisition of entertainment programming, such as syndicated programs and movies that are not produced by or specifically for networks, our competitors include national broadcast television networks, local broadcast television stations, other cable programming networks, Internet-based video content distributors, and video-on-demand programs. Some of these competitors have exclusive contracts with motion picture studios or independent motion picture distributors or own film libraries.

Competition for Advertising Revenue

Our programming networks must compete with other sellers of advertising time and space, including other cable programming networks, radio, newspapers, outdoor media and, increasingly, Internet sites. We compete for advertisers on the basis of rates we charge and also on the number and demographic nature of viewers who watch our programming. Advertisers will often seek to target their advertising content to those demographic categories they consider most likely to purchase the product or service they advertise. Accordingly, the demographic make-up of our viewership can be equally or more important than the number of viewers watching our programming.

Employees

As of December 31, 2014 we had 1,862 full-time employees and 71 part-time employees. In addition, certain of our U.S. subsidiaries engage the services of writers who are subject to a collective bargaining agreement. Approximately 296 of our employees outside of the U.S. are covered by collective bargaining agreements or works councils. We believe that our relations with the labor unions and our employees are generally good.

Item 1A. Risk Factors.

The risk factors described below are not inclusive of all risk factors but highlight those that the Company believes are the most significant and that could impact its performance and financial results. These risk factors should be considered together with all other information presented in this Annual Report.

Our business depends on the appeal of our programming to our distributors and our U.S. and foreign viewers, which may be unpredictable and volatile.

Our business depends in part upon viewer preferences and audience acceptance in the U.S. and abroad of the programming on our networks. These factors are often unpredictable and volatile, and subject to influences that are beyond our control, such as the quality and appeal of competing programming, general economic conditions and the availability of other entertainment activities. We may not be able to anticipate and react effectively to shifts in tastes and interests in our markets. A change in viewer preferences could cause our programming to decline in popularity, which could cause a reduction in advertising revenues and jeopardize renewal of our contracts with distributors. In addition, our competitors may have more flexible programming arrangements, as well as greater amounts of available content, distribution and capital resources, and may be able to react more quickly than we can to shifts in tastes and interests.

To an increasing extent, the success of our business depends on original programming, and our ability to predict accurately how audiences will respond to our original programming is particularly important. Because original programming often involves a greater degree of commitment on our part, as compared to acquired programming that we license from third parties, and because our network branding strategies depend significantly on a relatively small number of original programs, a failure to anticipate viewer preferences for such programs could be especially detrimental to our business. We periodically review the programming usefulness of our program rights based on a series of factors, including ratings, type and quality of program material, standards and practices, and fitness for exhibition. We have incurred write-offs of programming rights in the past, and may incur future programming rights write-offs if it is determined that program rights have no future usefulness.

In addition, feature films constitute a significant portion of the programming on our AMC, IFC and SundanceTV programming networks. In general, the popularity of feature-film content on linear television is declining, due in part to the broad availability of such content through an increasing number of distribution platforms. Should the popularity of feature-film programming suffer significant further declines, we may lose viewership or be forced to rely more heavily on original programming, which could increase our costs.

If our programming does not gain the level of audience acceptance we expect, or if we are unable to maintain the popularity of our programming, our ratings may suffer, which will negatively affect advertising revenues, and we may have a diminished bargaining position when dealing with distributors, which could reduce our distribution revenues. We cannot assure you that we will be able to maintain the success of any of our current programming, or generate sufficient demand and market acceptance for our new programming.

Because a limited number of distributors account for a large portion of our business, failure to renew our programming networks' affiliation agreements, or renewal on less favorable terms, or the termination of those agreements, both in the U.S. and internationally, could have a material adverse effect on our business.

Our programming networks depend upon agreements with a limited number of cable television system operators and other multichannel video programming distributors. The loss of any significant distributor could have a material adverse effect on our consolidated results of operations.

Currently our programming networks have affiliation agreements that have staggered expiration dates through 2024. Failure to renew these affiliation agreements, or renewal on less favorable terms, or the termination of those agreements could have a material adverse effect on our business. A reduced distribution of our programming networks would adversely affect our distribution revenues, and impact our ability to sell advertising or the rates we charge for such advertising. Even if affiliation agreements are renewed, we cannot assure you that the renewal rates will equal or exceed the rates that we currently charge these distributors.

In addition, we have in some instances made upfront payments to distributors in exchange for additional subscribers or have agreed to waive or accept lower affiliation fees if certain numbers of additional subscribers are provided. We also may help fund our distributors' efforts to market our programming networks or we may permit distributors to offer promotional periods without payment of subscriber fees. As we continue our efforts to add viewing subscribers, our net revenues may be negatively affected by these deferred carriage fee arrangements, discounted subscriber fees or other payments.

Further consolidation among cable and satellite providers could adversely affect our revenue and profitability.

In some cases, if a distributor is acquired, the affiliation agreement of the acquiring distributor will govern following the acquisition. In those circumstances, the acquisition of a distributor that is party to one or more affiliation agreements with our programming networks on terms that are more favorable to us could adversely impact our financial condition and results of operations.

Consolidation among cable and satellite operators has given the largest operators considerable leverage in their relationships with programmers, including us. Most of our U.S. revenues come from a handful of the largest distributors. The two largest cable distributors provide service to approximately 33% of U.S. households receiving multichannel video programming distribution, while the two largest DBS distributors provide service to an additional 34% of such households. In certain countries outside the U.S., one or a small number of distributors have a dominant market position. Continued consolidation within the industry could further reduce the number of distributors available to carry our content and increase the negotiating leverage of our distributors which could adversely affect our revenue.

We are subject to intense competition, which may have a negative effect on our profitability or on our ability to expand our business.

The programming industry is highly competitive. Our programming networks compete with other programming networks and other types of video programming services for marketing and distribution by cable and other multichannel video programming distribution systems. In distributing a programming network, we face competition with other providers of programming networks for the right to be carried by a particular cable or other multichannel video programming distribution system and for the right to be carried by such system on a particular “tier” of service.

Certain programming networks affiliated with broadcast networks like NBC, ABC, CBS or Fox or other key free-to-air programming networks in countries where our networks are distributed may have a competitive advantage over our programming networks in obtaining distribution through the “bundling” of carriage agreements for such programming networks with a distributor's right to carry the affiliated broadcasting network. In addition, our ability to compete with certain programming networks for distribution may be hampered because the cable television or other multichannel video programming distributors through which we seek distribution may be affiliated with these programming networks. Because such distributors may have a substantial number of subscribers, the ability of such programming networks to obtain distribution on the systems of affiliated distributors may lead to increased affiliation and advertising revenue for such programming networks because of their increased penetration compared to our programming networks. Even if the affiliated distributors carry our programming networks, they may place their affiliated programming network on a more desirable tier, thereby giving their affiliated programming network a competitive advantage over our own.

In addition to competition for distribution, we also face intense competition for viewing audiences with other cable and broadcast programming networks, home video products and Internet-based video content providers, some of which are part of large diversified entertainment or media companies that have substantially greater resources than us. To the extent that our viewing audiences are eroded by competition with these other sources of programming content, our ratings would decline, negatively affecting advertising revenues, and we may face difficulty renewing affiliation agreements with distributors on acceptable terms, which could cause distribution revenues to decline. In addition, competition for advertisers with these content providers, as well as with other forms of media (including print media, Internet websites and radio), could affect the amount we are able to charge for advertising time on our programming networks, and therefore our advertising revenues.

An important part of our strategy involves exploiting identified markets of the cable television viewing audience that are generally well defined and limited in size. Our programming networks have faced and will continue to face increasing competition obtaining distribution and attracting advertisers as other programming networks seek to serve the same or similar markets.

Our programming networks' success depends upon the availability of programming that is adequate in quantity and quality, and we may be unable to secure or maintain such programming.

Our programming networks' success depends upon the availability of quality programming, particularly original programming and films, that is suitable for our target markets. While we produce some of our original programming, we obtain most of the programming on our networks (including original programming, films and other acquired programming) through agreements with third parties that have produced or control the rights to such programming. These agreements expire at varying times and may be terminated by the other parties if we are not in compliance with their terms.

We compete with other programming networks to secure desired programming. Competition for programming has increased as the number of programming networks has increased. Other programming networks that are affiliated with programming sources such as movie or television studios or film libraries may have a competitive advantage over us in this area. In addition to other cable programming networks, we also compete for programming with national broadcast television networks, local broadcast television stations, video-on-demand services and Internet-based content delivery services, such as Netflix, iTunes, Hulu and Amazon. Some of these competitors have exclusive contracts with motion picture studios or independent motion picture distributors or own film libraries.

We cannot assure you that we will ultimately be successful in negotiating renewals of our programming rights agreements or in negotiating adequate substitute agreements in the event that these agreements expire or are terminated.

Our programming networks have entered into long-term programming acquisition contracts that require substantial payments over long periods of time, even if we do not use such programming to generate revenues.

Our programming networks have entered into numerous contracts relating to the acquisition of programming, including rights agreements with film companies. These contracts typically require substantial payments over extended periods of time. We must make the required payments under these contracts even if we do not use the programming.

Increased programming costs may adversely affect our profits.

We plan to produce a significant amount of original programming and other content and continue to invest in this area, the costs of which are significant. We also acquire programming and television series, as well as a variety of digital content and other ancillary rights such as consumer and home entertainment product offerings from other companies, and we pay license fees, royalties or contingent compensation in connection with these acquired rights. Our investments in original and acquired programming are significant and involve complex negotiations with numerous third parties. These costs may not be recouped when the content is broadcast or distributed and higher costs may lead to decreased profitability or potential write-downs.

We incur costs for the creative talent, including actors, writers and producers, who create our original programming. Some of our original programming has achieved significant popularity and critical acclaim, which has increased and could continue to increase the costs of such programming in the future. In addition, there may be disputes with writers, producers and other creative talent over the amount of royalty and other payments. An increase in the costs of programming may lead to decreased profitability or otherwise adversely affect our business.

Original programming requires substantial financial commitment. In some cases, the financial commitment can be offset by foreign, state or local tax incentives. However, there is a risk that the tax incentives will not remain available for the duration of a series. If tax incentives are no longer available, reduced substantially, or cannot be utilized, it may result in increased costs for us to complete the production or make the production of additional seasons more expensive. If we are unable to produce original programming content on a cost effective basis our business, financial condition and results of operations may be materially adversely affected.

We may not be able to adapt to new content distribution platforms and to changes in consumer behavior resulting from these new technologies, which may adversely affect our business.

We must successfully adapt to technological advances in our industry, including the emergence of alternative distribution platforms. Our ability to exploit new distribution platforms and viewing technologies will affect our ability to maintain or grow our business. Emerging forms of content distribution may provide different economic models and compete with current distribution methods in ways that are not entirely predictable. Such competition could reduce demand for our traditional television offerings or for the offerings of digital distributors and reduce our revenue from these sources. Accordingly, we must adapt to changing consumer behavior driven by advances such as digital video recorders, video-on-demand, Internet-based content delivery, including services such as Netflix, Hulu, Apple TV, Google TV and Amazon and mobile devices. Gaming and other consoles such as Microsoft's Xbox, Sony's Playstation and Nintendo's Wii and Roku are establishing themselves as alternative providers of video services. Such changes may impact the revenues we are able to generate from our traditional distribution methods, either by decreasing the viewership of our programming networks on cable and other multichannel video programming distribution systems which are almost entirely directed at television video delivery or by making advertising on our programming networks less valuable to advertisers. If we fail to adapt our distribution methods and content to emerging technologies, our appeal to our targeted audiences might decline and there could be a negative effect on our business. In addition, advertising revenues could be significantly impacted by emerging technologies, since advertising sales are dependent on audience measurement provided by third parties, and the results of audience measurement techniques can vary independent of the size of the audience for a variety of reasons, including difficulties related to the employed statistical sampling methods, new distribution platforms and viewing technologies, and the shifting of the marketplace to the use of measurement of different viewer behaviors, such as delayed viewing. Moreover, devices that allow users to fast forward or skip programming, including commercials, are causing changes in consumer behavior that may affect the desirability of our programming services to advertisers.

Advertising market conditions could cause our revenues and operating results to decline significantly in any given period or in specific markets

We derive substantial revenues from the sale of advertising on a variety of platforms, and a decline in advertising expenditures could have a significant adverse effect on our revenues and operating results in any given period. The strength of the advertising market can fluctuate in response to the economic prospects of specific advertisers or industries, advertisers' current spending priorities and the economy in general, and this may adversely affect the growth rate of our advertising revenues.

In addition, the pricing and volume of advertising may be affected by shifts in spending toward online and mobile offerings from more traditional media, or toward new ways of purchasing advertising, such as through automated purchasing, dynamic advertising insertion, third parties selling local advertising spots and advertising exchanges, some or all of which may not be as advantageous to the Company as current advertising methods.

Advertising sales are dependent on audience measurement, and the results of audience measurement techniques can vary independent of the size of the audience for a variety of reasons, including variations in the employed statistical sampling methods. While Nielsen's statistical sampling method is the primary measurement technique used in our television advertising sales, we measure and monetize our campaign reach and frequency on and across digital platforms based on other third-party data using a variety of methods including the number of impressions served and demographics. In addition, multi-platform campaign verification is in its infancy, and viewership on tablets and smartphones, which is growing rapidly, is presently not measured by any one consistently applied method. These variations and changes could have a significant effect on advertising revenues.

We face risks from doing business internationally.

We have operations through which we distribute programming outside the United States. As a result, our business is subject to certain risks inherent in international business, many of which are beyond our control. These risks include:

- laws and policies affecting trade and taxes, including laws and policies relating to the repatriation of funds and withholding taxes, and changes in these laws;
- changes in local regulatory requirements, including restrictions on content, imposition of local content quotas and restrictions on foreign ownership;
- differing degrees of protection for intellectual property and varying attitudes towards the piracy of intellectual property;
- the instability of foreign economies and governments;
- war and acts of terrorism;
- anti-corruption laws and regulations such as the Foreign Corrupt Practices Act and the U.K. Bribery Act that impose stringent requirements on how we conduct our foreign operations and changes in these laws and regulations; and
- shifting consumer preferences regarding the viewing of video programming.

Events or developments related to these and other risks associated with international trade could adversely affect our revenues from non-U.S. sources, which could have a material adverse effect on our business, financial condition, operating results, liquidity and prospects.

Economic problems in the United States or in other parts of the world could adversely affect our results of operations.

Our business is affected by prevailing economic conditions and by disruptions to financial markets. We derive substantial revenues from advertisers, and these expenditures are sensitive to general economic conditions and consumer buying patterns. Financial instability or a general decline in economic conditions in the United States and other countries where our networks are distributed could adversely affect advertising rates and volume, resulting in a decrease in our advertising revenues.

Decreases in U.S. and consumer discretionary spending in other countries where our networks are distributed may affect cable television and other video service subscriptions, in particular with respect to digital service tiers on which certain of our programming networks are carried. This could lead to a decrease in the number of subscribers receiving our programming from multichannel video programming distributors, which could have a negative impact on our viewing subscribers and affiliation fee revenues. Similarly, a decrease in viewing subscribers would also have a negative impact on the number of viewers actually watching the programs on our programming networks, which could also impact the rates we are able to charge advertisers.

Economic conditions affect a number of aspects of our businesses worldwide and impact the businesses of our partners who purchase advertising on our networks and reduce their spending on advertising. Economic conditions can also negatively affect the ability of those with whom we do business to satisfy their obligations to us. The general worsening of current global economic conditions could adversely affect our business, financial condition or results of operations, and the worsening of economic conditions in certain parts of the world, specifically, could impact the expansion and success of our businesses in such areas.

Fluctuations in foreign exchange rates could have an adverse effect on our results of operations.

We have significant operations in a number of foreign jurisdictions and certain of our operations are conducted in foreign currencies. The value of these currencies fluctuates relative to the U.S. dollar. As a result, we are exposed to exchange rate fluctuations, which could have an adverse effect on our results of operations in a given period or in specific markets.

Specifically, we are exposed to foreign currency exchange rate risk to the extent that we enter into transactions denominated in currencies other than our or our subsidiaries' respective functional currencies (non-functional currency risk), such as trade receivables, programming contracts, notes payable and notes receivable (including intercompany amounts) that are denominated in a currency other than the applicable functional currency. Changes in exchange rates with respect to amounts recorded in our consolidated balance sheets related to these items will result in unrealized (based upon period-end exchange rates) or realized foreign currency transaction gains and losses upon settlement of the transactions. Moreover, to the extent that our revenue, costs and expenses are denominated in currencies other than our respective functional currencies, we will experience fluctuations in our revenue, costs and expenses solely as a result of changes in foreign currency exchange rates.

We also are exposed to unfavorable and potentially volatile fluctuations of the U.S. dollar (our reporting currency) against the currencies of our non-U.S. dollar functional currency operating subsidiaries when their respective financial statements are translated into U.S. dollars for inclusion in our consolidated financial statements. Cumulative translation adjustments are recorded in accumulated other comprehensive income (loss) as a separate component of equity. Any increase (decrease) in the value of the U.S. dollar against any foreign currency that is the functional currency of one of our operating subsidiaries will cause us to experience unrealized foreign currency translation losses (gains) with respect to amounts already invested in such foreign currencies. Accordingly, we may experience a negative impact on our comprehensive income (loss) and equity with respect to our holdings solely as a result of foreign currency translation. Our primary exposure to foreign currency risk from a foreign currency translation perspective is to the euro and, to a lesser extent, other local currencies in Europe. We generally do not hedge against the risk that we may incur non-cash losses upon the translation of the financial statements of our non-U.S. dollar functional currency operating subsidiaries and affiliates into U.S. dollars.

Our business is limited by United States regulatory constraints which may adversely impact our operations.

Although most aspects of our business generally are not directly regulated by the FCC, there are certain FCC regulations that govern our business either directly or indirectly. See Item 1, “Business—Regulation” in this Annual Report. Furthermore, to the extent that regulations and laws, either presently in force or proposed, hinder or stimulate the growth of the cable television and satellite industries, our business will be affected.

The United States Congress and the FCC currently have under consideration, and may in the future adopt, new laws, regulations and policies regarding a wide variety of matters that could, directly or indirectly, affect our operations.

The regulation of cable television services, satellite carriers, and other multichannel video programming distributors is subject to the political process and has been in constant flux over the past two decades. Further material changes in the law and regulatory requirements must be anticipated. We cannot assure you that our business will not be adversely affected by future legislation, new regulation or deregulation.

Our businesses are subject to risks of adverse regulation by foreign governments.

Programming businesses are subject to regulation on a country-by-country basis, including restrictions on types of advertising that can be sold on our networks, programming content requirements, requirements to make programming available on non-discriminatory terms, and local content quotas. Consequently, our businesses must adapt their ownership and organizational structure as well as their pricing and service offerings to satisfy the rules and regulations to which they are subject. A failure to comply with applicable rules and regulations could result in penalties, restrictions on our business or loss of required licenses or other adverse conditions.

Adverse changes in rules and regulations could have a significant adverse impact on our profitability.

Theft of our content, including digital copyright theft and other unauthorized exhibitions of our content, may decrease revenue received from our programming and adversely affect our businesses and profitability.

The success of our businesses depends in part on our ability to maintain and monetize our intellectual property rights to our entertainment content. We are fundamentally a content company and theft of our brands, television programming, digital content and other intellectual property has the potential to significantly affect us and the value of our content. Copyright theft is particularly prevalent in many parts of the world that lack effective copyright and technical protective measures similar to those existing in the United States or that lack effective enforcement of such measures, including some of the jurisdictions in which we operate. The interpretation of copyright, privacy and other laws as applied to our content, and piracy detection and enforcement efforts, remain in flux. The failure to strengthen, or the weakening of, existing intellectual property laws could make it more difficult for us to adequately protect our intellectual property and negatively affect its value.

Content theft has been made easier by the wide availability of higher bandwidth and reduced storage costs, as well as tools that undermine security features such as encryption and the ability of pirates to cloak their identities online. In addition, we and our numerous production and distribution partners operate various technology systems in connection with the production and distribution of our programming, and intentional or unintentional acts could result in unauthorized access to our content, a disruption of our services, or improper disclosure of confidential information. The increasing use of digital formats and technologies heightens this risk. Unauthorized access to our content could result in the premature release of television shows, which is likely to have a significant adverse effect on the value of the affected programming.

Copyright theft has an adverse effect on our business because it reduces the revenue that we are able to receive from the legitimate sale and distribution of our content, undermines lawful distribution channels and inhibits our ability to recoup or profit from the costs incurred to create such works. Efforts to prevent the unauthorized distribution, performance and copying of our content may affect our profitability and may not be successful in preventing harm to our business.

Litigation may be necessary to enforce our intellectual property rights, protect trade secrets or to determine the validity and scope of proprietary rights claimed by others. Any litigation of this nature, regardless of outcome or merit, could result in substantial

costs and diversion of management and technical resources, any of which could adversely affect our business, financial condition and results of operations. Our failure to protect our intellectual property rights, particularly our brand, in a meaningful manner or challenges to related contractual rights could result in erosion of our brand and limit our ability to control marketing of our networks, which could have a materially adverse effect on our business, financial condition and results of operations.

Protection of electronically stored data is costly and if our data is compromised in spite of this protection, we may incur additional costs, lost opportunities and damage to our reputation.

We maintain information in digital form as necessary to conduct our business, including confidential and proprietary information regarding our distributors, advertisers, viewers and employees as well as personal information. Data maintained in digital form is subject to the risk of intrusion, tampering and theft. We develop and maintain systems to prevent this from occurring, but the development and maintenance of these systems is costly and requires ongoing monitoring and updating as technologies change and efforts to overcome security measures become more sophisticated. Moreover, despite our efforts, the possibility of intrusion, tampering and theft cannot be eliminated entirely, and risks associated with each of these remain. In addition, we provide confidential, proprietary and personal information to third parties when it is necessary to pursue business objectives. While we obtain assurances that these third parties will protect this information and, where appropriate, monitor the protections employed by these third parties, there is a risk the confidentiality of data held by third parties may be compromised. If our data systems are compromised, our ability to conduct our business may be impaired, we may lose profitable opportunities or the value of those opportunities may be diminished and, as described above, we may lose revenue as a result of unlicensed use of our intellectual property. Further, a penetration of our network security or other misappropriation or misuse of personal consumer or employee information could subject us to business, regulatory, litigation and reputation risk, which could have a negative effect on our business, financial condition and results of operations.

If our technology facilities fail or their operations are disrupted, or if we lose access to third party satellites, our performance could be hindered.

Our programming is transmitted using technology facilities at certain of our subsidiaries. These technology facilities are used for a variety of purposes, including signal processing, program editing, promotions, creation of programming segments to fill short gaps between featured programs, quality control, and live and recorded playback. These facilities are subject to interruption from fire, lightning, adverse weather conditions and other natural causes. Equipment failure, employee misconduct or outside interference could also disrupt the facilities' services. Although we have an arrangement with a third party to re-broadcast the previous seven days of our national networks' programming in the event of a disruption, we currently do not have a backup operations facility for our programming.

In addition, we rely on third-party satellites in order to transmit our programming signals to our distributors. As with all satellites, there is a risk that the satellites we use will be damaged as a result of natural or man-made causes, or will otherwise fail to operate properly. Although we maintain in-orbit protection providing us with back-up satellite transmission facilities should our primary satellites fail, there can be no assurance that such back-up transmission facilities will be effective or will not themselves fail.

Any significant interruption at any of our technology facilities affecting the distribution of our programming, or any failure in satellite transmission of our programming signals, could have an adverse effect on our operating results and financial condition.

The loss of any of our key personnel and artistic talent could adversely affect our business.

We believe that our success depends to a significant extent upon the performance of our senior executives. We generally do not maintain "key man" insurance. In addition, we depend on the availability of third-party production companies to create most of our original programming. Some of the writers employed by one of our subsidiaries and some of the employees of third party production companies that create our original programming are subject to collective bargaining agreements. Any labor disputes or a strike by one or more unions representing our subsidiary's writers or employees of third-party production companies who are essential to our original programming could have a material adverse effect on our original programming and on our business as a whole. The loss of any significant personnel or artistic talent, or our artistic talent losing their audience base, could also have a material adverse effect on our business.

No assurance can be made that we will be successful in integrating any acquired business.

Integration of new businesses presents significant challenges, including: realizing economies of scale, eliminating duplicative overhead, and integrating networks, financial systems and operational systems. No assurance can be given that, with respect to any acquisition, we will realize anticipated benefits or successfully integrate any acquired business with our existing operations. In addition, while we intend to implement appropriate controls and procedures as we integrate acquired companies, we may not be able to certify as to the effectiveness of these companies' disclosure controls and procedures or internal control over financial reporting (as required by U.S. federal securities laws and regulations) until we have fully integrated them.

New acquisitions, equity method investments and other transactions may require the commitment of significant capital that would otherwise be directed to investments in our existing businesses or be distributed to shareholders.

We may have exposure to additional tax liabilities.

We are subject to income taxes as well as non-income based taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in both the United States and various foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes and other tax liabilities. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. We are regularly under audit by tax authorities in both the United States and various foreign jurisdictions. Although we believe that our tax estimates are reasonable, (1) there is no assurance that the final determination of tax audits or tax disputes will not be different from what is reflected in our historical income tax provisions, expense amounts for non-income based taxes and accruals and (2) any material differences could have an adverse effect on our financial position and results of operations in the period or periods for which determination is made.

Although a portion of our revenue and operating income is generated outside the United States, we are subject to potential current U.S. income tax on this income due to our being a U.S. corporation. Our worldwide effective tax rate may be reduced under a provision in U.S. tax law that defers the imposition of U.S. tax on certain foreign active income until that income is repatriated to the United States. Any repatriation of assets held in foreign jurisdictions or recognition of foreign income that fails to meet the U.S. tax requirements related to deferral of U.S. income tax may result in a higher effective tax rate for the Company. This includes what is referred to as "Subpart F Income," which generally includes, but is not limited to, such items as interest, dividends, royalties, gains from the disposition of certain property, certain currency exchange gains in excess of currency exchange losses, and certain related party sales and services income. While the Company may mitigate this increase in its effective tax rate through claiming a foreign tax credit against its U.S. federal income taxes or potentially have foreign or U.S. taxes reduced under applicable income tax treaties, we are subject to various limitations on claiming foreign tax credits or we may lack treaty protections in certain jurisdictions that will potentially limit any reduction of the increased effective tax rate. A higher effective tax rate may also result to the extent that losses are incurred in non-U.S. subsidiaries that do not reduce our U.S. taxable income.

We are subject to changing tax laws, treaties and regulations in and between countries in which we operate, including treaties between the United States and other nations. A change in these tax laws, treaties or regulations, including those in and involving the United States, or in the interpretation thereof, could result in a materially higher income or non-income tax expense. Also, various income tax proposals in the countries in which we operate, such as those relating to fundamental U.S. international tax reform and measures in response to the economic uncertainty in certain European jurisdictions in which we operate, could result in changes to the existing tax laws under which our taxes are calculated. On February 2, 2015, the Obama Administration proposed amendments to the U.S. tax code to impose a 19% minimum tax on U.S. corporations' future tax profits (with generally an 85% credit for associated foreign taxes paid) and to impose a one-time, immediate 14% tax on U.S. corporations' current accumulated overseas earnings (with generally a 40% credit for associated foreign taxes paid). We are unable to predict whether any of these or other proposals in the United States or foreign jurisdictions will ultimately be enacted. Any such material changes could negatively impact our business.

Our substantial long-term debt and high leverage could adversely affect our business.

We have a significant amount of long-term debt. As of December 31, 2014, we have \$2,780 million principal amount of total long-term debt (excluding capital leases), \$1,480 million of which is senior secured debt under our Credit Facility and \$1,300 million of which is senior unsecured debt.

Our ability to make payments on, or repay or refinance, our debt, and to fund planned distributions and capital expenditures, will depend largely upon our future operating performance. Our future performance, to a certain extent, is subject to general economic, financial, competitive, regulatory and other factors that are beyond our control. In addition, our ability to borrow funds in the future to make payments on our debt will depend on the satisfaction of the covenants in the Credit Facility and our other debt agreements, including the 7.75% Notes Indenture, the 4.75% Notes Indenture and other agreements we may enter into in the future.

Our substantial amount of debt could have important consequences. For example, it could:

- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to make interest and principal payments on our debt, thereby limiting the availability of our cash flow to fund future programming investments, capital expenditures, working capital, business activities and other general corporate requirements;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared with our competitors; and
- limit our ability to borrow additional funds, even when necessary to maintain adequate liquidity.

In the long-term, we do not expect to generate sufficient cash from operations to repay at maturity our outstanding debt obligations. As a result, we will be dependent upon our ability to access the capital and credit markets. Failure to raise significant amounts of funding to repay these obligations at maturity could adversely affect our business. If we are unable to raise such amounts, we would need to take other actions including selling assets, seeking strategic investments from third parties or reducing other discretionary uses of cash. The Credit Facility, the 7.75% Notes Indenture and the 4.75% Notes Indenture will restrict, and market or business conditions may limit, our ability to do some of these things.

A significant portion of our debt bears interest at variable rates. While we have entered into hedging agreements limiting our exposure to higher interest rates, such agreements do not offer complete protection from this risk.

The agreements governing our debt, the Credit Facility, the 7.75% Notes Indenture and the 4.75% Notes Indenture, contain various covenants that impose restrictions on us that may affect our ability to operate our business.

The agreements governing the Credit Facility, the 7.75% Notes Indenture and the 4.75% Notes Indenture contain covenants that, among other things, limit our ability to:

- borrow money or guarantee debt;
- create liens;
- pay dividends on or redeem or repurchase stock;
- make specified types of investments;
- enter into transactions with affiliates; and
- sell assets or merge with other companies.

The Credit Facility requires us to comply with a Cash Flow Ratio and an Interest Coverage Ratio, each as defined in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Debt Financing Agreements.”

Compliance with these covenants may limit our ability to take actions that might be to the advantage of the Company and our stockholders.

Various risks, uncertainties and events beyond our control could affect our ability to comply with these covenants and maintain these financial ratios. Failure to comply with any of the covenants in our existing or future financing agreements could result in a default under those agreements and under other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity for the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, we might not have sufficient funds or other resources to satisfy all of our obligations. In addition, the limitations imposed by financing agreements on our ability to incur additional debt and to take other actions might significantly impair our ability to obtain other financing.

Despite our current levels of debt, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial debt.

We may be able to incur additional debt in the future. The terms of the Credit Facility, the 7.75% Notes Indenture and the 4.75% Notes Indenture allow us to incur substantial amounts of additional debt, subject to certain limitations. In addition, we may refinance all or a portion of our debt, including borrowings under the Credit Facility, and obtain the ability to incur more debt as a result. If new debt is added to our current debt levels, the related risks we could face would be magnified.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may further increase our future borrowing costs and reduce our access to capital.

The debt ratings for our notes are below the “investment grade” category, which results in higher borrowing costs as well as a reduced pool of potential purchasers of our debt as some investors will not purchase debt securities that are not rated in an investment grade rating category. In addition, there can be no assurance that any rating assigned will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency, if in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. A lowering or withdrawal of a rating may further increase our future borrowing costs and reduce our access to capital.

A significant amount of our book value consists of intangible assets that may not generate cash in the event of a voluntary or involuntary sale.

At December 31, 2014, our consolidated financial statements included approximately \$4.0 billion of consolidated total assets, of which approximately \$1.3 billion were classified as intangible assets. Intangible assets primarily include affiliation agreements and affiliate relationships, advertiser relationships, trademarks and goodwill. While we believe that the carrying values of our intangible assets are recoverable, you should not assume that we would receive any cash from the voluntary or involuntary sale of these intangible assets, particularly if we were not continuing as an operating business.

We may have a significant indemnity obligation to Cablevision if the Distribution is treated as a taxable transaction.

Prior to the distribution of all of the outstanding common stock of the Company to Cablevision stockholders in the Distribution, Cablevision received a private letter ruling from the Internal Revenue Service ("IRS") to the effect that, among other things, the Distribution, and certain related transactions would qualify for tax-free treatment under the Internal Revenue Code (the "Code") to Cablevision, AMC Networks, and holders of Cablevision common stock. Although a private letter ruling from the IRS generally is binding on the IRS, if the factual representations or assumptions made in the letter ruling request were untrue or incomplete in any material respect, Cablevision would not be able to rely on the ruling. Furthermore, the IRS will not rule on whether a distribution satisfies certain requirements necessary to obtain tax-free treatment under the Code. Rather, the ruling was based upon representations by Cablevision that these conditions were satisfied, and any inaccuracy in such representations could invalidate the ruling.

If the Distribution does not qualify for tax-free treatment for United States federal income tax purposes, then, in general, Cablevision would be subject to tax as if it had sold the common stock of our Company in a taxable sale for its fair market value. Cablevision's stockholders would be subject to tax as if they had received a distribution equal to the fair market value of our common stock that was distributed to them, which generally would be treated first as a taxable dividend to the extent of Cablevision's earnings and profits, then as a non-taxable return of capital to the extent of each stockholder's tax basis in his or her Cablevision stock, and thereafter as capital gain with respect to the remaining value. It is expected that the amount of any such taxes to Cablevision's stockholders and Cablevision would be substantial.

As part of the Distribution, we entered into a tax disaffiliation agreement with Cablevision, which sets out each party's rights and obligations with respect to deficiencies and refunds, if any, of federal, state, local or foreign taxes for periods before and after the Distribution and related matters such as the filing of tax returns and the conduct of IRS and other audits. Pursuant to the tax disaffiliation agreement, we are required to indemnify Cablevision for losses and taxes of Cablevision relating to the Distribution or any related debt exchanges resulting from the breach of certain covenants, including as a result of certain acquisitions of our stock or assets or as a result of modification or repayment of certain related debt in a manner inconsistent with the private letter ruling or letter ruling request. If we are required to indemnify Cablevision under the circumstances set forth in the tax disaffiliation agreement, we may be subject to substantial liabilities, which could have a material negative effect on our business, results of operations, financial position and cash flows.

The tax disaffiliation agreement with Cablevision limits our ability to pre-pay certain of our indebtedness.

The tax disaffiliation agreement with Cablevision limits our ability to pre-pay, pay down, redeem, retire, or otherwise acquire the 7.75% Notes or the 4.75% Notes. These restrictions may for a time limit our ability to optimize our capital structure or to pursue other transactions that could increase the value of our business.

We are controlled by the Dolan family, which may create certain conflicts of interest and which means certain stockholder decisions can be taken without the consent of the majority of the holders of our Class A Common Stock.

We have two classes of common stock:

- Class B Common Stock, which is generally entitled to ten votes per share and is entitled collectively to elect 75% of our Board of Directors, and
- Class A Common Stock, which is entitled to one vote per share and is entitled collectively to elect the remaining 25% of our Board of Directors.

As of December 31, 2014, Charles F. Dolan, our Executive Chairman, and the Dolan family, including trusts for the benefit of members of the Dolan family, collectively own all of our Class B Common Stock, less than 2% of our outstanding Class A Common Stock and approximately 66% of the total voting power of all our outstanding common stock. The members of the Dolan family holding Class B Common Stock have entered into a stockholders agreement pursuant to which, among other things, the voting power of the holders of our Class B Common Stock will be cast as a block with respect to all matters to be voted on by holders of Class B Common Stock. The Dolan family is able to prevent a change in control of our Company and no person interested in acquiring us will be able to do so without obtaining the consent of the Dolan family.

Charles F. Dolan, members of his family and certain related family entities, by virtue of their stock ownership, have the power to elect all of our directors subject to election by holders of Class B Common Stock and are able collectively to control stockholder decisions on matters on which holders of all classes of our common stock vote together as a single class. These matters could include the amendment of some provisions of our certificate of incorporation and the approval of fundamental corporate transactions.

In addition, the affirmative vote or consent of the holders of at least 66 2/3% of the outstanding shares of the Class B Common Stock, voting separately as a class, is required to approve:

- the authorization or issuance of any additional shares of Class B Common Stock, and
- any amendment, alteration or repeal of any of the provisions of our certificate of incorporation that adversely affects the powers, preferences or rights of the Class B Common Stock.

As a result, Charles F. Dolan, members of his family and certain related family entities also collectively have the power to prevent such issuance or amendment.

We have adopted a written policy whereby an independent committee of our Board of Directors will review and approve or take such other action as it may deem appropriate with respect to certain transactions involving the Company and its subsidiaries, on the one hand, and certain related parties, including Charles F. Dolan and certain of his family members and related entities on the other hand. This policy does not address all possible conflicts which may arise, and there can be no assurance that this policy will be effective in dealing with conflict scenarios.

We are a “controlled company” for The NASDAQ Stock Market LLC purposes, which allows us not to comply with certain of the corporate governance rules of The NASDAQ Stock Market LLC.

Charles F. Dolan, members of his family and certain related family entities have entered into a stockholders agreement relating, among other things, to the voting of their shares of our Class B Common Stock. As a result, we are a “controlled company” under the corporate governance rules of The NASDAQ Stock Market LLC (“NASDAQ”). As a controlled company, we have the right to elect not to comply with the corporate governance rules of NASDAQ requiring: (i) a majority of independent directors on our Board of Directors, (ii) an independent compensation committee and (iii) an independent corporate governance and nominating committee. Our Board of Directors has elected for the Company to be treated as a “controlled company” under NASDAQ corporate governance rules and not to comply with the NASDAQ requirement for a majority independent board of directors and an independent corporate governance and nominating committee because of our status as a controlled company. For purposes of this agreement, the term “independent directors” means the directors of the Company who have been determined by our Board of Directors to be independent directors for purposes of NASDAQ corporate governance standards.

Future stock sales, including as a result of the exercising of registration rights by certain of our shareholders, could adversely affect the trading price of our Class A Common Stock.

Certain parties have registration rights covering a portion of our shares. We have entered into registration rights agreements with Charles F. Dolan, members of his family, certain Dolan family interests and the Dolan Family Foundations that provide them with “demand” and “piggyback” registration rights with respect to approximately 13.4 million shares of Class A Common Stock, including shares issuable upon conversion of shares of Class B Common Stock. Sales of a substantial number of shares of Class A Common Stock could adversely affect the market price of the Class A Common Stock and could impair our future ability to raise capital through an offering of our equity securities.

We share certain executives and directors with Cablevision and The Madison Square Garden Company, which may give rise to conflicts.

Our Executive Chairman, Charles F. Dolan, also serves as the Chairman of Cablevision. In addition, Gregg G. Seibert was recently appointed as a Vice Chairman of the Company and he serves as a Vice Chairman of both Cablevision and The Madison Square Garden Company (“MSG”), an affiliate of Cablevision and the Company. As a result, two of our executives of the Company will not be devoting their full time and attention to the Company’s affairs. In addition, eight members of our Board of Directors are also directors of Cablevision and six members of our Board are also directors of MSG. These directors may have actual or apparent conflicts of interest with respect to matters involving or affecting each company. For example, the potential for a conflict of interest exists when we on one hand, and Cablevision or MSG on the other hand, consider acquisitions and other corporate opportunities that may be suitable for us and either or both of them. Also, conflicts may arise if there are issues or disputes under the commercial arrangements that exist between Cablevision or MSG and us. In addition, certain of our directors and officers own Cablevision or MSG stock, restricted stock units and options to purchase, and stock appreciation rights in respect of, Cablevision or MSG stock, as well as cash performance awards with any payout based on Cablevision’s or MSG’s performance. These ownership interests could create actual, apparent or potential conflicts of interest when these individuals are faced with decisions that could have different implications for our Company, Cablevision or MSG. See “Certain Relationships and Related Party Transactions—Certain Relationships and Potential Conflicts of Interest” in our proxy statement filed with the SEC on April 29, 2014 for a description of our related party transaction approval policy that we have adopted to help address such potential conflicts that may arise.

Our overlapping directors and executives with Cablevision and MSG may result in the diversion of corporate opportunities to and other conflicts with Cablevision or MSG and provisions in our amended and restated certificate of incorporation may provide us no remedy in that circumstance.

The Company's amended and restated certificate of incorporation acknowledges that directors and officers of the Company may also be serving as directors, officers, employees, consultants or agents of Cablevision and its subsidiaries or MSG and its subsidiaries and that the Company may engage in material business transactions with such entities. The Company has renounced its rights to certain business opportunities and the Company's amended and restated certificate of incorporation provides that no director or officer of the Company who is also serving as a director, officer, employee, consultant or agent of Cablevision and its subsidiaries or MSG and its subsidiaries will be liable to the Company or its stockholders for breach of any fiduciary duty that would otherwise exist by reason of the fact that any such individual directs a corporate opportunity (other than certain limited types of opportunities set forth in our certificate of incorporation) to Cablevision or any of its subsidiaries or MSG or any of its subsidiaries instead of the Company, or does not refer or communicate information regarding such corporate opportunities to the Company. These provisions in our amended and restated certificate of incorporation also expressly validate certain contracts, agreements, assignments and transactions (and amendments, modifications or terminations thereof) between the Company and Cablevision or any of its subsidiaries or MSG or any of its subsidiaries and, to the fullest extent permitted by law, provide that the actions of the overlapping directors or officers in connection therewith are not breaches of fiduciary duties owed to the Company, any of its subsidiaries or their respective stockholders.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

We lease approximately 473,000 square feet of space in the U.S., including approximately 326,000 square feet of office space that we lease at 11 Penn Plaza, New York, NY 10001, under lease arrangements with remaining terms of up to twelve years. We use this space as our corporate headquarters and as the principal business location of our Company. We also lease approximately 60,000 square-feet of space for our broadcasting and technology center in Bethpage, New York under a lease arrangement with a remaining term of five years, from which AMC Networks Broadcasting & Technology conducts its operations. In addition, we lease other properties in New York, California and Florida.

We lease approximately 182,000 square feet of space outside of the U.S., including in the Netherlands, Hungary, Argentina, the United Kingdom and Spain that support our international operations.

We believe our properties are adequate for our use.

Item 3. Legal Proceedings.

On April 15, 2011, Thomas C. Dolan, a director of the Company and Executive Vice President, Strategy and Development, in the Office of the Chairman and a director of Cablevision, filed a lawsuit against Cablevision and RMH in New York Supreme Court. The lawsuit raises compensation-related claims (seeking approximately \$11 million) related to events in 2005. The matter is being handled under the direction of an independent committee of the board of directors of Cablevision. In connection with the Distribution Agreement, Cablevision indemnified the Company and RMH against any liabilities and expenses related to this lawsuit. Based on the indemnification and Cablevision's and the Company's assessment of this possible loss contingency, no provision has been made for this matter in the consolidated financial statements.

In addition to the matters discussed above, the Company is party to various lawsuits and claims in the ordinary course of business. Although the outcome of these other matters cannot be predicted with certainty and the impact of the final resolution of these other matters on the Company's results of operations in a particular subsequent reporting period is not known, management does not believe that the resolution of these matters will have a material adverse effect on the financial position of the Company or the ability of the Company to meet its financial obligations as they become due.

Item 4. Mine Safety Disclosures.

Not applicable.

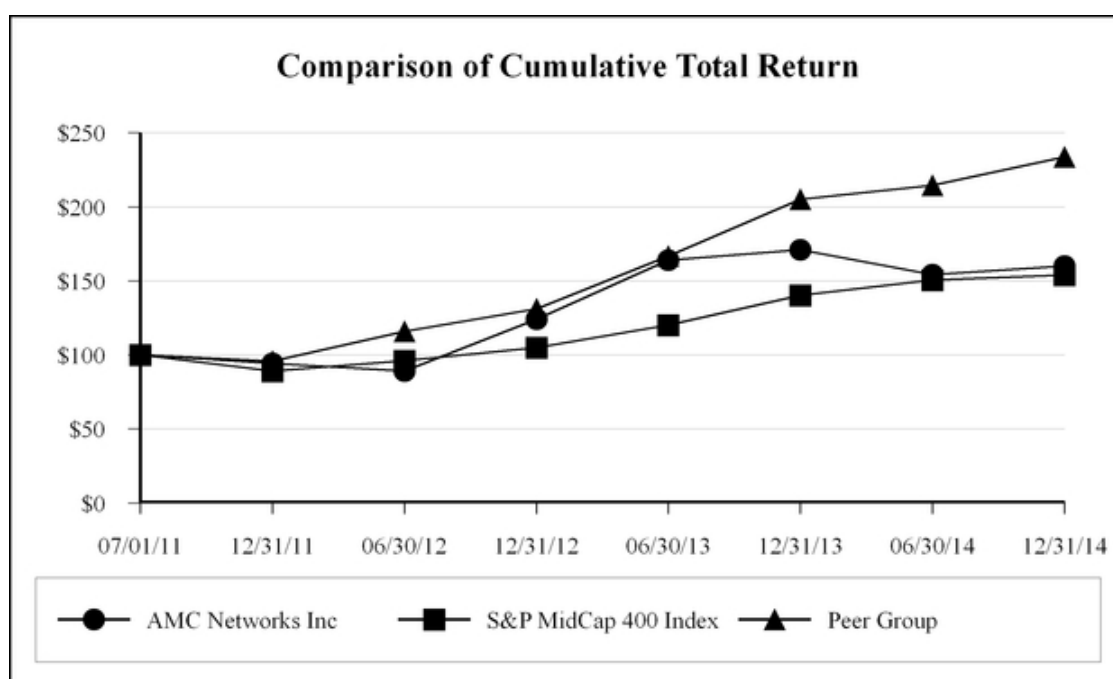
Part II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our Class A Common Stock is listed on NASDAQ under the symbol “AMCX.” Our Class B Common Stock is not listed on any exchange. Our Class A Common Stock began trading on NASDAQ on July 1, 2011.

Performance Graph

The following graph compares the performance of the Company’s Class A Common Stock with the performance of the S&P Mid-Cap 400 Index and a peer group (the “Peer Group Index”) by measuring the changes in our Class A Common Stock prices from July 1, 2011, the first day our Class A Common Stock began regular-way trading on NASDAQ, through December 31, 2014. Because no published index of comparable media companies currently reports values on a dividends-reinvested basis, the Company has created a Peer Group Index for purposes of this graph in accordance with the requirements of the SEC. The Peer Group Index is made up of companies that engage in cable television programming as a significant element of their business, although not all of the companies included in the Peer Group Index participate in all of the lines of business in which the Company is engaged, and some of the companies included in the Peer Group Index also engage in lines of business in which the Company does not participate. Additionally, the market capitalizations of many of the companies included in the Peer Group are quite different from that of the Company. The common stocks of the following companies have been included in the Peer Group Index: Discovery Communications Inc., the Walt Disney Company, Scripps Networks Interactive Inc., Starz, Time Warner Inc., Twenty-First Century Fox Inc. and Viacom Inc. The chart assumes \$100 was invested on July 1, 2011 in each of: i) Company’s Class A Common Stock, ii) the S&P Mid-Cap 400 Index, and iii) in this Peer Group weighted by market capitalization.



Company Name / Index	Base Period 7/01/11	INDEXED RETURNS Period Ended						
		12/31/11	6/30/12	12/31/12	6/30/13	12/31/13	6/30/14	12/31/14
AMC Networks Inc.	100	94.30	89.21	124.22	163.94	170.92	154.30	160.03
S&P MidCap 400 Index	100	89.03	96.06	104.94	120.25	140.10	150.60	153.78
Peer Group	100	95.90	115.98	131.07	166.78	205.10	214.58	233.73

This performance graph shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or incorporated by reference into any of our filings under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

As of February 13, 2015 there were 826 holders of record of our Class A Common Stock and 33 holders of record of our Class B Common Stock. We did not pay any cash dividend on our common stock during 2014 and do not expect to pay a cash dividend on our common stock for the foreseeable future. Our Amended and Restated Credit Facility, the 7.75% Notes Indenture and the 4.75% Notes Indenture restrict our ability to declare dividends in certain situations.

Price Range of AMC Networks' Class A Common Stock

The following table sets forth for the periods indicated the intra-day high and low sales prices per share of the AMCX Class A Common Stock as reported on the NASDAQ:

Year Ended December 31, 2014	High		Low	
First Quarter	\$	78.39	\$	61.27
Second Quarter	\$	77.30	\$	53.99
Third Quarter	\$	65.52	\$	58.06
Fourth Quarter	\$	65.48	\$	52.73
Year Ended December 31, 2013				
	High		Low	
First Quarter	\$	63.26	\$	49.97
Second Quarter	\$	70.65	\$	59.56
Third Quarter	\$	72.46	\$	61.05
Fourth Quarter	\$	73.39	\$	61.69

Issuer Purchases of Equity Securities

Set forth below is information concerning acquisitions of AMC Networks' Class A Common Stock by the Company during the three months ended December 31, 2014.

Period	(a) Total Number of Shares (or Units) Purchased	(b) Average Price Paid per Share (or Unit)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
October 1, 2014 to October 31, 2014	—	\$ —	N/A	N/A
November 1, 2014 to November 30, 2014	—	\$ —	N/A	N/A
December 1, 2014 to December 31, 2014	74,332	\$ 59.03	N/A	N/A
Total	74,332	\$ 59.03	N/A	

During the fourth quarter of 2014, certain restricted shares of AMC Networks' Class A common stock previously issued to an employee of the Company vested. In connection with the employees' satisfaction of the statutory minimum tax withholding obligations for the applicable income and other employment taxes, 74,332 shares, with an aggregate value of approximately \$4.4 million, were surrendered to the Company. The 74,332 acquired shares have been classified as treasury stock.

The table above does not include any shares received in connection with forfeitures of awards pursuant to the Company's Employee Stock Plan.

Item 6. Selected Financial Data.

The operating and balance sheet data included in the following selected financial data as of December 31, 2014 and 2013 and for each of the years in the three-year period ended December 31, 2014, have been derived from the audited consolidated financial statements of the Company included in this Annual Report. The balance sheet data included in the following selected financial data as of December 31, 2012, 2011 and 2010 and the operating data for the years ended December 31, 2011 and 2010 have been derived from the audited consolidated financial statements of the Company, not included in this Annual Report. The financial information presented below does not necessarily reflect what our results of operations and financial position would have been through 2011 if we had operated as a separate publicly-traded entity prior to July 1, 2011. The selected financial data below is also not necessarily indicative of results of future operations and should be read in conjunction with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the accompanying consolidated financial statements and related notes.

	Years Ended December 31,				
	2014	2013	2012	2011	2010
(Dollars in thousands, except per share amounts)					
Operating Data:					
Revenues, net	\$ 2,175,641	\$ 1,591,858	\$ 1,352,577	\$ 1,187,741	\$ 1,078,300
Operating expenses:					
Technical and operating (excluding depreciation and amortization shown below)	983,575	662,233	507,436	425,961	366,093
Selling, general and administrative	560,950	425,735	396,926	335,656	328,134
Restructuring expense (credit) (a)	15,715	—	(3)	(240)	(2,218)
Depreciation and amortization	69,048	54,667	85,380	99,848	106,455
Litigation settlement gain	—	(132,944)	—	—	—
	1,629,288	1,009,691	989,739	861,225	798,464
Operating income	546,353	582,167	362,838	326,516	279,836
Other income (expense)	(149,325)	(113,166)	(140,564)	(115,906)	(73,574)
Income from continuing operations before income taxes	397,028	469,001	222,274	210,610	206,262
Income tax expense	(129,155)	(178,841)	(86,058)	(84,248)	(88,073)
Income from continuing operations	267,873	290,160	136,216	126,362	118,189
(Loss) income from discontinued operations, net of income taxes	(3,448)	—	314	92	(38,090)
Net income including noncontrolling interests	264,425	290,160	136,530	126,454	80,099
Net (loss) income attributable to noncontrolling interests	(3,628)	578	—	—	—
Net income attributable to AMC Networks' stockholders	\$ 260,797	\$ 290,738	\$ 136,530	\$ 126,454	\$ 80,099
Income from continuing operations per share:					
Basic (b)	\$ 3.67	\$ 4.06	\$ 1.94	\$ 1.82	\$ 1.71
Diluted (b)	\$ 3.63	\$ 4.00	\$ 1.89	\$ 1.79	\$ 1.71
Balance Sheet Data, at period end:					
Cash and cash equivalents	\$ 201,367	\$ 521,951	\$ 610,970	\$ 215,836	\$ 79,960
Total assets	3,976,587	2,636,689	2,596,219	2,183,934	1,853,896
Long-term debt (including capital leases) (c)	2,789,905	2,171,288	2,168,977	2,306,957	1,118,875
Stockholders' (deficiency) equity (c)	(371,755)	(571,519)	(882,352)	(1,036,995)	24,831

(a) Restructuring expense in 2014 represents severance charges incurred related to employee terminations associated with the elimination of certain positions across the Company and other exit costs. See Note 5 to the accompanying consolidated financial statements. Restructuring credit in each of the years 2010 to 2012 relates to the decision to discontinue funding the domestic programming business of VOOM HD.

- (b) Common shares assumed to be outstanding during the year ended December 31, 2010 totaled 69,161,000, representing the number of shares of AMC Networks common stock issued to Cablevision shareholders on the Distribution date, and excludes unvested outstanding restricted shares, based on the distribution ratio of one share of AMC Networks common stock for every four shares of Cablevision common stock outstanding.
- (c) In 2011, as part of the Distribution, we incurred \$2,425,000 of debt (the "Distribution Debt"), consisting of \$1,725,000 aggregate principal amount of senior secured term loans and \$700,000 aggregate principal amount of 7.75% senior unsecured notes. Approximately \$1,063,000 of the proceeds of the Distribution Debt was used to repay all pre-Distribution outstanding Company debt (excluding capital leases), including principal and accrued and unpaid interest to the date of repayment, and, as partial consideration for Cablevision's contribution of the membership interests in RMH to the Company, \$1,250,000, net of discount, of Distribution Debt was issued to CSC Holdings, a wholly-owned subsidiary of Cablevision.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Management's discussion and analysis of financial condition and results of operations is a supplement to and should be read in conjunction with the accompanying consolidated financial statements and related notes. This section provides additional information regarding our businesses, recent developments, results of operations, cash flows, financial condition, contractual commitments and critical accounting policies.

All dollar amounts and subscriber data included in the following Management's Discussion and Analysis of Financial Condition and Results of Operations are presented in thousands.

Introduction

Management's discussion and analysis, or MD&A, of our results of operations and financial condition is provided as a supplement to, and should be read in conjunction with, the accompanying consolidated financial statements and notes thereto included elsewhere herein to enhance the understanding of our financial condition, changes in financial condition and results of our operations. Our MD&A is organized as follows:

Business Overview. This section provides a general description of our business and our operating segments, as well as other matters that we believe are important in understanding our results of operations and financial condition and in anticipating future trends.

Consolidated Results of Operations. This section provides an analysis of our results of operations for the years ended December 31, 2014, 2013 and 2012. Our discussion is presented on both a consolidated and segment basis. Our two segments are: (i) National Networks and (ii) International and Other. (See "Business Overview" section for discussion of the change in components of our operating segments).

Liquidity and Capital Resources. This section provides a discussion of our financial condition as of December 31, 2014 as well as an analysis of our cash flows for the years ended December 31, 2014, 2013 and 2012. The discussion of our financial condition and liquidity includes summaries of (i) our primary sources of liquidity and (ii) our contractual obligations and off balance sheet arrangements that existed at December 31, 2014.

Critical Accounting Policies and Estimates. This section provides a discussion of our accounting policies considered to be important to an understanding of our financial condition and results of operations, and which require significant judgment and estimates on the part of management in their application. (See "Impairment of Long Lived and Indefinite-Lived Intangible Assets" section for a discussion of the change in our annual impairment test date).

Business Overview

We manage our business through the following two operating segments:

- *National Networks:* Principally includes five nationally distributed programming networks: AMC, WE tv, BBC AMERICA (joint venture interest acquired in October 2014, see discussion below), IFC, and SundanceTV. These programming networks are distributed throughout the United States via cable and other multichannel video programming distribution platforms, including direct broadcast satellite ("DBS") and platforms operated by telecommunications providers (we refer collectively to these cable and other multichannel video programming distributors as "multichannel video programming distributors" or "distributors"). AMC, IFC and SundanceTV are also distributed in Canada. The National Networks operating segment also includes AMC Networks Broadcasting & Technology, the National Networks' technical services business, which primarily services most of the nationally distributed programming networks of the Company.
- *International and Other:* Principally includes AMC Networks International (formerly Chellomedia and AMC/Sundance Channel Global), the Company's international programming businesses consisting of a portfolio of channels in Europe, Latin America, the Middle East and parts of Asia and Africa; IFC Films, the Company's independent film distribution business; AMC Networks International - DMC (formerly Chello DMC), the broadcast solutions unit of certain networks of AMC Networks International and third party networks; and various developing on-line content distribution initiatives.

During 2014, the manner in which our President and Chief Executive Officer, who is the chief operating decision maker, evaluates performance and makes decisions about how to allocate resources changed, resulting in the reorganization of the Company's operating segments. As indicated above, the National Networks operating segment now includes the results of AMC and Sundance Channel in Canada and AMC Networks Broadcasting & Technology. Prior to 2014, the results of these operations were included in the International and Other operating segment. Operating segment information for prior periods has been recast to reflect these changes.

The tables presented below set forth our consolidated revenues, net, operating income (loss) and adjusted operating cash flow (“AOCF”), defined below, for the periods indicated.

	Years Ended December 31,		
	2014	2013	2012
Revenues, net			
National Networks	\$ 1,743,922	\$ 1,536,287	\$ 1,297,151
International and Other	434,221	55,887	57,612
Inter-segment eliminations	(2,502)	(316)	(2,186)
Consolidated revenues, net	<u>\$ 2,175,641</u>	<u>\$ 1,591,858</u>	<u>\$ 1,352,577</u>
Operating income (loss)			
National Networks	\$ 586,856	\$ 516,953	\$ 413,913
International and Other (a)	(41,977)	61,321	(54,936)
Inter-segment eliminations	1,474	3,893	3,861
Consolidated operating income	<u>\$ 546,353</u>	<u>\$ 582,167</u>	<u>\$ 362,838</u>
AOCF (deficit)			
National Networks	\$ 633,584	\$ 576,772	\$ 503,951
International and Other	24,421	(56,476)	(42,395)
Inter-segment eliminations	1,474	3,893	3,861
Consolidated AOCF	<u>\$ 659,479</u>	<u>\$ 524,189</u>	<u>\$ 465,417</u>

(a) Amounts for the year ended December 31, 2013 include the litigation settlement gain of approximately \$133,000 recorded in connection with the settlement with DISH Network. See DISH Network discussion below.

We evaluate segment performance based on several factors, of which the primary financial measure is operating segment AOCF. We define AOCF, which is a financial measure that is not calculated in accordance with generally accepted accounting principles (“GAAP”), as operating income (loss) before depreciation and amortization, share-based compensation expense or benefit, restructuring expense or credit and the litigation settlement gain recorded in connection with the settlement with DISH Network. We do not consider the one-time litigation settlement gain with DISH Network to be indicative of our ongoing operating performance.

We believe that AOCF is an appropriate measure for evaluating the operating performance on both an operating segment and consolidated basis. AOCF and similar measures with similar titles are common performance measures used by investors, analysts and peers to compare performance in the industry.

Internally, we use revenues, net and AOCF measures as the most important indicators of our business performance, and evaluate management’s effectiveness with specific reference to these indicators. AOCF should be viewed as a supplement to and not a substitute for operating income (loss), net income (loss), cash flows from operating activities and other measures of performance and/or liquidity presented in accordance with GAAP. Since AOCF is not a measure of performance calculated in accordance with GAAP, this measure may not be comparable to similar measures with similar titles used by other companies.

The following is a reconciliation of consolidated operating income to AOCF for the periods indicated:

	Years Ended December 31,		
	2014	2013	2012
Operating income	\$ 546,353	\$ 582,167	\$ 362,838
Share-based compensation expense	28,363	20,299	17,202
Depreciation and amortization	69,048	54,667	85,380
Litigation settlement gain	—	(132,944)	—
Restructuring expense (credit)	15,715	—	(3)
AOCF	<u>\$ 659,479</u>	<u>\$ 524,189</u>	<u>\$ 465,417</u>

Items Impacting Comparability

Acquisition of Chellomedia

On January 31, 2014, certain subsidiaries of AMC Networks purchased substantially all of Chellomedia, the international content division of Liberty Global plc, for a purchase price of €750 million (approximately \$1.0 billion) (the "Chellomedia Acquisition"). AMC Networks funded the purchase price with cash on hand and additional indebtedness of \$600 million (see "Amended and Restated Credit Facility" discussion below).

The acquisition provides AMC Networks with television channels that are distributed to more than 390 million subscribers in over 130 countries and span a wide range of programming genres, most notably movie and entertainment networks. The acquisition of Chellomedia's operating businesses include: Chello Central Europe, Chello Latin America, Chello Multicanal, Chello Zone, Chello DMC (the broadcast solutions unit), and Atmedia (the advertising sales unit which was subsequently sold in September 2014). The acquisition provides us with the opportunity to accelerate and enhance our international expansion strategy. We view this international opportunity as one that has the potential to provide long-term growth and value. This acquisition has been included in our operating results since the acquisition date, January 31, 2014 (see Note 3 to the accompanying consolidated financial statements). As part of our integration efforts, the operating businesses of Chellomedia have been rebranded and are now included in AMC Networks International and referred to as AMC Networks International - Central Europe (formerly Chello Central Europe), AMC Networks International - Latin America (formerly Chello Latin America), AMC Networks International - Iberia (formerly Chello Multicanal), AMC Networks International - Zone (formerly Chello Zone), and AMC Networks International - DMC (formerly Chello DMC).

Acquisition of BBC AMERICA

In October 2014, the Company, through a wholly-owned subsidiary, AMC New Video Holdings LLC ("AMC New Video"), entered into a membership interest purchase agreement (the "Purchase Agreement") with BBC Worldwide Americas, Inc. ("BBCWA"), pursuant to which, AMC New Video acquired 49.9% of the limited liability company interests of New Video Channel America, L.L.C. ("New Video"), which owns the cable channel BBC AMERICA (the "Transaction"), for a purchase price of \$200,000 (the "Purchase Price"). The Company funded the Purchase Price with cash on hand and a \$40,000 promissory note payable on April 23, 2015. The Purchase Price is subject to working capital and other adjustments. In addition to the Purchase Agreement, AMC New Video entered into a Second Amended and Restated Limited Liability Company Agreement with BBCWA and one of its affiliates (the "Joint Venture Agreement") that sets forth certain rights and obligations of the parties, including certain put rights. The Company has operational control of New Video and the BBC AMERICA channel. The joint venture's results are consolidated in the financial results of AMC Networks from the date of closing (October 23, 2014) (see Note 3 to the accompanying consolidated financial statements).

The comparability of our results of operations between the years ended December 31, 2014 and December 31, 2013 have been impacted by these acquisitions.

DISH Network

DISH Network L.L.C. ("DISH Network"), VOOM HD Holdings LLC ("VOOM HD") and CSC Holdings, LLC ("CSC Holdings"), a wholly owned subsidiary of Cablevision, entered into a confidential settlement agreement on October 21, 2012 (the "Settlement Agreement") to settle the litigation between VOOM HD and DISH Network (see Note 19 to the accompanying consolidated financial statements). In connection with the Settlement Agreement, DISH Network entered into a long-term affiliation agreement with certain subsidiaries of the Company that provided for the carriage of AMC, IFC, SundanceTV and WE tv. In addition, DISH Network paid \$700,000 to an account for the benefit of Cablevision and the Company which was initially distributed equally to each of the Company and Cablevision, pending a determination of the allocation of the settlement proceeds. In April 2013, Cablevision and the Company entered into an agreement (the "DISH Network Proceeds Allocation Agreement") whereby the Company paid to Cablevision \$175,000 of the settlement proceeds. Additionally, during the second quarter of 2013, the Company recorded a litigation settlement gain of approximately \$133,000, included in operating income within the International and Other segment, representing the deferred litigation settlement proceeds liability of approximately \$308,000 recorded in the consolidated balance sheet at December 31, 2012 less the \$175,000 paid to Cablevision.

National Networks

In our National Networks segment, which accounted for 80% of our consolidated revenues, net for the year ended December 31, 2014, we earn revenue principally from the distribution of our programming and the sale of advertising. Distribution revenue primarily includes affiliation fees paid by distributors to carry our programming networks and the licensing of original programming for digital, foreign and home video distribution. Affiliation fees paid by distributors represents the largest component of distribution revenue. Our affiliation fee revenues are generally based on a per subscriber fee under multi-year contracts, commonly referred to as "affiliation agreements," which generally provide for annual affiliation rate increases. The specific affiliation fee revenues we earn vary from period to period, distributor to distributor and also vary among our networks, but are generally based upon the number of each distributor's subscribers who receive our programming, referred to as viewing subscribers.

The terms of certain other affiliation agreements provide that the affiliation fee revenues we earn are a fixed contractual monthly fee, which could be adjusted for acquisitions and dispositions of multichannel video programming systems by the distributor. Revenue from the licensing of original programming for digital and foreign distribution is recognized upon availability or distribution by the licensee.

Under affiliation agreements with our distributors, we have the right to sell a specified amount of national advertising time on our programming networks. Our advertising revenues are more variable than affiliation fee revenues because the majority of our advertising is sold on a short-term basis, not under long-term contracts. Our advertising arrangements with advertisers provide for a set number of advertising units to air over a specific period of time at a negotiated price per unit. Additionally, in these advertising sales arrangements, our programming networks generally guarantee specified viewer ratings for their programming. If these guaranteed viewer ratings are not met, we are generally required to provide additional advertising units to the advertiser at no charge. For these types of arrangements, a portion of the related revenue is deferred if the guaranteed viewer ratings are not met and is subsequently recognized either when we provide the required additional advertising time, the guarantee obligation contractually expires or performance requirements become remote. Most of our advertising revenues vary based upon the popularity of our programming as measured by Nielsen Media Research (“Nielsen”). Our national programming networks have advertisers representing companies in a broad range of sectors, including the health, automotive, food, insurance, and entertainment industries. All of our National Networks distributed throughout the U.S. use a traditional advertising sales model. Prior to September 2013, SundanceTV principally sold sponsorships.

Changes in revenue are primarily derived from changes in contractual affiliation rates charged for our services, changes in the number of subscribers, changes in the prices and level of advertising on our networks and changes in the availability, amount and timing of licensing fees earned from the distribution of our original programming. We seek to grow our revenues by increasing the number of viewing subscribers of the distributors that carry our services. We refer to this as our “penetration.” AMC, which is widely distributed throughout the U.S., has a more limited ability to increase its penetration than WE tv, BBC AMERICA, IFC and SundanceTV. To the extent not already carried on more widely penetrated service tiers, WE tv, BBC AMERICA, IFC and SundanceTV, although carried by all of the larger U.S. distributors, have higher growth opportunities due to their current penetration levels with those distributors. WE tv, BBC AMERICA, and IFC are currently carried on either expanded basic or digital tiers, while SundanceTV is currently carried primarily on digital tiers. Our revenues may also increase over time through contractual rate increases stipulated in most of our affiliation agreements. In negotiating for increased or extended carriage, we have agreed in some instances to make upfront payments in exchange for additional subscribers or extended carriage, which we record as deferred carriage fees and which are amortized as a reduction to revenue over the period of the related affiliation agreements, or agreed to waive for a specified period or accept lower per subscriber fees if certain additional subscribers are provided. We also may help fund the distributors’ efforts to market our channels. We believe that these transactions generate a positive return on investment over the contract period. We seek to increase our advertising revenues by increasing the rates we charge for such advertising, which is directly related to the overall distribution of our programming, penetration of our services and the popularity (including within desirable demographic groups) of our services as measured by Nielsen. Distribution revenues in each quarter also vary based on the timing of availability of our programming to distributors. We also seek to increase our revenues by expanding the opportunities for distribution of our programming through digital, foreign and home video services.

Our principal goal is to increase our revenues by increasing distribution and penetration of our services, and increasing our ratings. To do this, we must continue to contract for and produce high-quality, attractive programming. As competition for programming increases and alternative distribution technologies continue to emerge and develop in the industry, costs for content acquisition and original programming may increase. There is a concentration of subscribers in the hands of a few distributors, which could create disparate bargaining power between the largest distributors and us by giving those distributors greater leverage in negotiating the price and other terms of affiliation agreements.

Programming expense, included in technical and operating expense, represents the largest expense of the National Networks segment and primarily consists of amortization and impairments or write-offs of programming rights, such as those for original programming, feature films and licensed series, as well as participation and residual costs. The other components of technical and operating expense primarily include distribution and production related costs and program operating costs, such as origination, transmission, uplinking and encryption.

To an increasing extent, the success of our business depends on original programming, both scripted and unscripted, across all of our networks. In recent years, we have introduced a number of scripted original series. These series generally result in high audience ratings for our networks which drive increased revenues through higher advertising revenues. The timing of exhibition and distribution of original programming varies from period to period, which results in greater variability in our revenues, earnings and cash flows from operating activities. We will continue to increase our investment in programming across all of our channels. There may be significant changes in the level of our technical and operating expenses due to the amortization of content acquisition and/or original programming costs and/or the impact of management’s periodic assessment of programming usefulness. Such costs will also fluctuate with the level of revenues derived from owned original programming in each period as these costs are amortized based on the film-forecast-computation method.

Most original series require us to make up-front investments, which are often significant amounts. Not all of our programming efforts are commercially successful, which could result in a write-off of program rights. If it is determined that programming rights have no future programming usefulness based on actual demand or market conditions, a write-off of the unamortized cost is recorded in technical and operating expense. Program rights write-offs of \$44,204, \$61,005 and \$9,990 were recorded for the years ended December 31, 2014, 2013 and 2012, respectively. Program rights write-offs in 2014 primarily related to certain pilot costs and unscripted series at AMC and a canceled scripted original series at WE tv. Program rights write-offs in 2013 primarily related to two scripted original series: *The Killing* and *Low Winter Sun*, each of which was canceled in 2013.

See “— Critical Accounting Policies and Estimates” for a discussion of the amortization and write-off of program rights.

International and Other

Our International and Other segment primarily includes the operations of AMC Networks International and IFC Films.

In our International and Other segment, which accounted for 20% of our consolidated revenues for the year ended December 31, 2014, we earn revenue principally from the international distribution of programming and to a lesser extent, the sale of advertising. Distribution revenues primarily include affiliation fees paid by distributors to carry our programming networks. Affiliation fees paid by distributors represents the largest component of distribution revenue. Our affiliation fee revenues are generally based on either a per-subscriber fee or a fixed contractual monthly fee, under multi-year affiliation agreements, which may provide for annual affiliation rate increases. For the year ended December 31, 2014, distribution revenues represented 87% of the revenues of the International and Other segment. Most of these revenues are derived primarily from Europe and to a lesser extent, Latin America, the Middle East and parts of Asia and Africa. The International and Other segment also includes IFC Films, our independent film distribution business where revenues are derived principally from theatrical, digital and licensing distribution.

Programming and program operating costs, included in technical and operating expense, represents the largest expense of the International and Other segment and primarily consists of amortization of acquired content, costs of dubbing and sub-titling of programs, and transmission costs. Program operating costs include costs such as origination, transmission, uplinking and encryption.

We view our international expansion as an important long-term strategy. We may experience an adverse impact to the International and Other segment's operating results and cash flows in periods of increased international investment by the Company. Similar to our domestic businesses, the most significant business challenges we expect to encounter in our international business include programming competition (from both foreign and domestic programmers), limited channel capacity on distributors' platforms, the growth of subscribers on those platforms and economic pressures on affiliation fees. Other significant business challenges unique to international expansion include increased programming costs for international rights and translation (*i.e.* dubbing and subtitling), a lack of availability of international rights for a portion of our domestic programming content, increased distribution costs for cable, satellite or fiber feeds and a limited physical presence in each territory. See also the risk factors described under Item 1A, “Risk Factors - We face risks from doing business internationally.” in this Annual Report.

Corporate Expenses

We allocate corporate overhead to each segment based upon their proportionate estimated usage of services. The segment financial information set forth below, including the discussion related to individual line items, does not reflect inter-segment eliminations unless specifically indicated.

Impact of Economic Conditions

Our future performance is dependent, to a large extent, on general economic conditions including the impact of direct competition, our ability to manage our businesses effectively, and our relative strength and leverage in the marketplace, both with suppliers and customers.

Capital and credit market disruptions could cause economic downturns, which may lead to lower demand for our products, such as lower demand for television advertising and a decrease in the number of subscribers receiving our programming networks from our distributors. Events such as these may adversely impact our results of operations, cash flows and financial position.

Consolidated Results of Operations

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

The following table sets forth our consolidated results of operations for the periods indicated.

	Years Ended December 31,					
	2014		2013		\$ change	% change
	Amount	% of Revenues, net	Amount	% of Revenues, net		
Revenues, net	\$ 2,175,641	100.0 %	\$ 1,591,858	100.0 %	\$ 583,783	36.7 %
Operating expenses:						
Technical and operating (excluding depreciation and amortization)	983,575	45.2	662,233	41.6	321,342	48.5
Selling, general and administrative	560,950	25.8	425,735	26.7	135,215	31.8
Restructuring expense	15,715	0.7	—	—	15,715	n/m
Depreciation and amortization	69,048	3.2	54,667	3.4	14,381	26.3
Litigation settlement gain	—	—	(132,944)	(8.4)	132,944	(100.0)
Total operating expenses	1,629,288	74.9	1,009,691	63.4	619,597	61.4
Operating income	546,353	25.1	582,167	36.6	(35,814)	(6.2)%
Other income (expense):						
Interest expense, net	(128,829)	(5.9)	(115,041)	(7.2)	(13,788)	12.0
Write-off of deferred financing costs	—	—	(4,007)	(0.3)	4,007	(100.0)
Loss on extinguishment of debt	—	—	(1,087)	(0.1)	1,087	(100.0)
Miscellaneous, net	(20,496)	(0.9)	6,969	0.4	(27,465)	(394.1)
Total other income (expense)	(149,325)	(6.9)	(113,166)	(7.1)	(36,159)	32.0
Income from continuing operations before income taxes	397,028	18.2	469,001	29.5	(71,973)	(15.3)
Income tax expense	(129,155)	(5.9)	(178,841)	(11.2)	49,686	(27.8)
Income from continuing operations	267,873	12.3	290,160	18.2	(22,287)	(7.7)
Income from discontinued operations, net of income taxes	(3,448)	(0.2)	—	—	(3,448)	n/m
Net income including noncontrolling interests	264,425	12.2 %	290,160	18.2 %	(25,735)	(8.9)
Net (income) loss attributable to noncontrolling interests	(3,628)	(0.2)%	578	— %	(4,206)	(727.7)
Net income attributable to AMC Networks' stockholders	\$ 260,797	12.0 %	\$ 290,738	18.3 %	\$ (29,941)	(10.3)%

The following is a reconciliation of our consolidated operating income to AOCF:

	Years Ended December 31,			
	2014	2013	\$ change	% change
Operating income	\$ 546,353	\$ 582,167	\$ (35,814)	(6.2)%
Share-based compensation expense	28,363	20,299	8,064	39.7
Depreciation and amortization	69,048	54,667	14,381	26.3
Litigation settlement gain	—	(132,944)	132,944	(100.0)
Restructuring expense	15,715	—	15,715	n/m
Consolidated AOCF	\$ 659,479	\$ 524,189	\$ 135,290	25.8 %

National Networks Segment Results

The following table sets forth our National Networks segment results for the periods indicated.

	Years Ended December 31,					
	2014		2013		\$ change	% change
	Amount	% of Revenues, net	Amount	% of Revenues, net		
Revenues, net	\$ 1,743,922	100.0%	\$ 1,536,287	100.0%	\$ 207,635	13.5 %
Operating expenses:						
Technical and operating (excluding depreciation and amortization)	728,690	41.8	608,656	39.6	120,034	19.7
Selling, general and administrative	403,232	23.1	368,642	24.0	34,590	9.4
Restructuring expense	3,664	0.2	—	—	3,664	n/m
Depreciation and amortization	21,480	1.2	42,036	2.7	(20,556)	(48.9)
Operating income	\$ 586,856	33.7%	\$ 516,953	33.6%	\$ 69,903	13.5 %
Share-based compensation expense	21,584	1.2	17,783	1.2	3,801	21.4
Depreciation and amortization	21,480	1.2	42,036	2.7	(20,556)	(48.9)
Restructuring expense	3,664	0.2	—	—	3,664	n/m
AOCF	\$ 633,584	36.3%	\$ 576,772	37.5%	\$ 56,812	9.8 %

International and Other Segment Results

The following table sets forth our International and Other segment results for the periods indicated.

	Years Ended December 31,					
	2014		2013		\$ change	% change
	Amount	% of Revenues, net	Amount	% of Revenues, net		
Revenues, net	\$ 434,221	100.0 %	\$ 55,887	100.0 %	\$ 378,334	677.0 %
Operating expenses:						
Technical and operating (excluding depreciation and amortization)	258,803	59.6	57,782	103.4	201,021	347.9
Selling, general and administrative	157,776	36.3	57,097	102.2	100,679	176.3
Restructuring expense	12,051	2.8	—	—	12,051	n/m
Depreciation and amortization	47,568	11.0	12,631	22.6	34,937	276.6
Litigation settlement gain	—	— %	(132,944)	(237.9)%	132,944	(100.0)
Operating (loss) income	\$ (41,977)	(9.7)%	\$ 61,321	109.7 %	\$ (103,298)	(168.5)%
Share-based compensation expense	6,779	1.6	2,516	4.5	4,263	169.4
Depreciation and amortization	47,568	11.0	12,631	22.6	34,937	276.6
Litigation settlement gain	—	—	(132,944)	(237.9)	132,944	(100.0)
Restructuring expense	12,051	2.8	—	—	12,051	n/m
AOCF (deficit)	\$ 24,421	5.6 %	\$ (56,476)	(101.1)%	\$ 80,897	(143.2)%

Revenues, net

Revenues, net increased \$583,783 to \$2,175,641 for the year ended December 31, 2014 as compared to the year ended December 31, 2013. The net change by segment was as follows:

	Years Ended December 31,					
	2014	% of total	2013	% of total	\$ change	% change
National Networks	\$ 1,743,922	80.2 %	\$ 1,536,287	96.5 %	\$ 207,635	13.5%
International and Other	434,221	20.0	55,887	3.5	378,334	677.0
Inter-segment eliminations	(2,502)	(0.1)	(316)	—	(2,186)	691.8
Consolidated revenues, net	<u>\$ 2,175,641</u>	<u>100.0 %</u>	<u>\$ 1,591,858</u>	<u>100.0 %</u>	<u>\$ 583,783</u>	<u>36.7%</u>

National Networks

The increase in National Networks revenues, net was attributable to the following:

	Years Ended December 31,					
	2014	% of total	2013	% of total	\$ change	% change
Advertising	\$ 764,610	43.8%	\$ 662,789	43.1%	\$ 101,821	15.4%
Distribution	979,312	56.2	873,498	56.9	105,814	12.1
	<u>\$ 1,743,922</u>	<u>100.0%</u>	<u>\$ 1,536,287</u>	<u>100.0%</u>	<u>\$ 207,635</u>	<u>13.5%</u>

- Advertising revenues increased \$101,821 across all of our networks, with the largest increase at AMC. This increase resulted from higher pricing per unit sold due to an increased demand for our programming by advertisers at all of our networks, led by *The Walking Dead*. Prior to September 2013, SundanceTV principally sold sponsorships, but since then it migrated to a traditional advertising sales model. The increase in advertising revenues was also impacted by the inclusion of the results of BBC AMERICA from the date of acquisition of October 23, 2014. As previously discussed, most of our advertising revenues vary based on the timing of our original programming series and the popularity of our programming as measured by Nielsen. Due to these factors, we expect advertising revenues to vary from quarter to quarter.
- Distribution revenues increased \$105,814 principally due to an increase of \$57,303 principally from licensing and home video revenues derived from our original programming, primarily at AMC, and to a lesser extent at Sundance TV and WE tv, and an increase of \$48,511 in affiliation fee revenues. The increase in affiliation fee revenues resulted from an increase in viewing subscribers, primarily at IFC and WE tv, and an increase in rates, primarily at AMC. In addition, the increase in distribution revenues was also impacted by the inclusion of the results of BBC AMERICA from the date of acquisition of October 23, 2014. Distribution revenues vary based on the timing of availability of our programming to distributors. Because of these factors, we expect distribution revenues to vary from quarter to quarter.

The following table presents certain subscriber information at December 31, 2014 and December 31, 2013:

	Estimated Domestic Subscribers ⁽¹⁾	
	December 31, 2014	December 31, 2013
National Programming Networks:		
AMC	95,000	97,400
WE tv	85,400	84,000
BBC AMERICA ⁽²⁾	78,200	79,500
IFC	73,700	69,900
SundanceTV	56,600	56,200

(1) Estimated U.S. subscribers as measured by Nielsen.

(2) Acquired in October 2014 (see discussion above).

The increase in subscribers reflects the repositioning of WE tv and IFC with certain operators to more widely distributed tiers of service. Additionally, the number of reported subscribers may be impacted by changes in the Nielsen sample and does not necessarily correlate to changes in the Company's viewing subscribers.

International and Other

The increase in International and Other revenues, net was attributable to the following:

	Years Ended December 31,					
	2014	% of total	2013	% of total	\$ change	% change
Advertising	\$ 55,726	12.8%	\$ —	—%	\$ 55,726	n/m
Distribution	378,495	87.2	55,887	100.0	322,608	577.3
	<u>\$ 434,221</u>	<u>100.0%</u>	<u>\$ 55,887</u>	<u>100.0%</u>	<u>\$ 378,334</u>	<u>677.0%</u>

Advertising and distribution revenues increased \$357,632 at AMC Networks International primarily due to the inclusion of the results of Chellomedia from the acquisition date of January 31, 2014. Distribution revenues also increased \$21,321 at IFC Films principally due to an increase in theatrical and participation revenues primarily driven by the performance of the theatrical release of the film, *Boyhood*.

Technical and operating expense (excluding depreciation and amortization)

The components of technical and operating expense primarily include the amortization and impairments or write-offs of program rights, such as those for original programming, feature films and licensed series, participation and residual costs, distribution and production related costs and program operating costs, such as origination, transmission, uplinking and encryption.

Technical and operating expense (excluding depreciation and amortization) increased \$321,342 to \$983,575 for 2014 as compared to 2013. The net change by segment was as follows:

	Years Ended December 31,			
	2014	2013	\$ change	% change
National Networks	\$ 728,690	\$ 608,656	\$ 120,034	19.7 %
International and Other	258,803	57,782	201,021	347.9
Inter-segment eliminations	(3,918)	(4,205)	287	(6.8)
Total	<u>\$ 983,575</u>	<u>\$ 662,233</u>	<u>\$ 321,342</u>	<u>48.5 %</u>
Percentage of revenues, net	45.2%	41.6%		

National Networks

The increase in the National Networks segment was attributable to increased program rights amortization expense of \$52,960 and an increase of \$67,074 for other direct programming related costs, primarily including participation and residuals, and development costs. The increase in program rights amortization expense is due to our increased investment in owned original series primarily at AMC, and to a lesser extent WE tv, SundanceTV, and IFC. Program rights amortization expense for the year ended December 31, 2014 included write-offs of \$44,000 primarily related to management's assessment of programming usefulness of certain pilot costs and unscripted series at AMC based on management's decision to focus on scripted series and a canceled scripted original series at WE tv. Program rights write-offs of \$61,005 in 2013 primarily related to two AMC scripted original series which were canceled in 2013, and to a lesser extent to programming at SundanceTV as we prepared our programming schedule for the transition to a traditional advertising model. There may be significant changes in the level of our technical and operating expenses due to the amortization of content acquisition and/or original programming costs and/or the impact of management's periodic assessment of programming usefulness. Such costs will also fluctuate with the level of revenues derived from owned original programming in each period as these costs are amortized based on the film-forecast-computation method. As additional competition for programming increases and alternate distribution technologies continue to develop in the industry, costs for content acquisition and original programming may increase.

International and Other

The increase in the International and Other segment was primarily due to increased program rights amortization expense of \$77,592 and an increase of \$123,429 for other direct programming related costs, including costs of origination and transmission, principally due to the impact of the acquisition of Chellomedia from the date of acquisition, January 31, 2014.

Selling, general and administrative expense

The components of selling, general and administrative expense primarily include sales, marketing and advertising expenses, administrative costs and costs of facilities.

Selling, general and administrative expense increased \$135,215 to \$560,950 for 2014 as compared to 2013. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2014	2013		
National Networks	\$ 403,232	\$ 368,642	\$ 34,590	9.4%
International and Other	157,776	57,097	100,679	176.3
Inter-segment eliminations	(58)	(4)	(54)	1,350.0
Total	\$ 560,950	\$ 425,735	\$ 135,215	31.8%
Percentage of revenues, net	25.8%	26.7%		

National Networks

The increase in the National Networks segment was primarily attributable to increased advertising sales related expenses of \$14,034 primarily related to the overall increase in advertising sales revenues, increased general and administration expenses of \$9,198 primarily due to an increase in professional fees including \$5,955 in acquisition-related professional fees related to BBC AMERICA, employee-related expenses and other corporate expenses, increased corporate allocations of \$7,191 and increased share-based compensation expense and expenses relating to long-term incentive compensation of \$4,126. There may be significant changes in the level of our selling, general and administrative expense from quarter to quarter and year to year due to the timing of promotion and marketing of original programming series and subscriber retention marketing efforts.

International and Other

The increase in the International and Other segment was primarily due to an increase at AMC Networks International of \$88,066 principally due to the inclusion of the results of Chellomedia from the acquisition date of January 31, 2014, including increased acquisition-related professional fees incurred of \$8,457 primarily due to the acquisition and integration of Chellomedia, an increase in marketing and selling expenses of \$7,790 at IFC Films principally due to the exploitation of *Boyhood*, and increased share-based compensation expense and expenses relating to long-term incentive compensation of \$6,217, partially offset by a decrease in legal fees and other related costs and expenses of \$2,255 compared to the same period in 2013 in connection with the DISH Network contract dispute.

Restructuring expense

Restructuring expense of \$15,715 is due to \$3,664 in the National Networks segment and \$12,051 in the International and Other segment. Restructuring expense at both the National Networks and International and Other segments primarily represents severance charges incurred related to employee terminations associated with the elimination of certain positions.

Depreciation and amortization

Depreciation and amortization increased \$14,381 to \$69,048 for 2014 as compared to 2013. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2014	2013		
National Networks	\$ 21,480	\$ 42,036	\$ (20,556)	(48.9)%
International and Other	47,568	12,631	34,937	276.6
	\$ 69,048	\$ 54,667	\$ 14,381	26.3 %

The decrease in depreciation and amortization expense in the National Networks segment was primarily attributable to a decrease in amortization expense of \$20,655, principally at AMC as certain intangible assets became fully amortized in the third quarter of 2013, partially offset by an increase in amortization of \$1,209 related to identifiable intangible assets acquired in connection with the BBC AMERICA acquisition.

The increase in depreciation and amortization expense in the International and Other segment was primarily attributable to an increase in amortization expense of \$19,582 principally related to the amortization of identifiable intangible assets and an

increase in depreciation expense of \$15,085 principally related to property and equipment acquired in connection with the Chellomedia acquisition.

Litigation settlement gain

Litigation settlement gain relates to the final allocation of the proceeds from the settlement of litigation with DISH Network (see "DISH Network" discussion above). The deferred litigation settlement proceeds liability of approximately \$308,000 recorded in the consolidated balance sheet at December 31, 2012 less the \$175,000 paid to Cablevision on April 9, 2013 resulted in a gain of \$132,944 for the year ended December 31, 2013 included in the International and Other segment.

AOCF

AOCF increased \$135,290 to \$659,479 for 2014 as compared to 2013. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2014	2013		
National Networks	\$ 633,584	\$ 576,772	\$ 56,812	9.8 %
International and Other	24,421	(56,476)	80,897	(143.2)
Inter-segment eliminations	1,474	3,893	(2,419)	(62.1)
AOCF	\$ 659,479	\$ 524,189	\$ 135,290	25.8 %

National Networks AOCF increased due to an increase in revenues, net of \$207,635, partially offset by an increase in technical and operating expenses of \$120,034 resulting primarily from an increase in program rights and an increase in selling and administrative expenses of \$30,788. As a result of the factors discussed above impacting the variability in revenues and operating expenses, we expect AOCF to vary from quarter to quarter.

International and Other AOCF increased due to an increase in revenues, net of \$378,334, partially offset by an increase in technical and operating expenses of \$201,021 and an increase in selling, general and administrative expenses of \$96,416 due principally to the inclusion of the results of the Chellomedia acquisition from the acquisition date of January 31, 2014.

Interest expense, net

The increase in interest expense, net of \$13,788 from 2013 to 2014 was attributable to the following:

Higher average debt balances	\$ 13,351
Change in fair value of interest rate swap contracts	(344)
Increase in interest income	(885)
Increase in capital leases	1,463
Other	203
	<u>\$ 13,788</u>

The increase in interest expense due to higher average debt balances is a result of incurring additional indebtedness of \$600,000 under our Term Loan A Facility (defined below) on January 31, 2014 to partially fund the acquisition of Chellomedia. See "Amended and Restated Senior Secured Credit Facility" discussion below.

Write-off of deferred financing costs

On December 16, 2013, we entered into an amended and restated credit agreement. This credit agreement amended and restated AMC Networks' June 30, 2011 original credit agreement in its entirety. In connection with this amendment, we recorded a write-off of deferred financing costs of \$4,007 for the year ended December 31, 2013, which includes certain unamortized deferred financing costs associated with the original credit agreement of \$3,719 and certain financing costs relating to the amended and restated credit agreement of \$288.

Loss on extinguishment of debt

As discussed above, in connection with entering into the amended and restated credit agreement on December 16, 2013, we also recorded a loss on extinguishment of debt of \$1,087 for the year ended December 31, 2013 related to a portion of the unamortized discount associated with the June 30, 2011 original credit agreement that was written off.

Miscellaneous, net

The decrease in miscellaneous, net of \$27,465 is primarily the result of \$29,325 of net foreign currency unrealized transaction losses principally from the translation of monetary assets and liabilities that are denominated in currencies other than the underlying

functional currency of the applicable entity and a realized loss of \$3,009 on derivative contracts primarily related to foreign currency option contracts which prior to their expiration, and in connection with the purchase of Chellomedia on January 31, 2014, were settled with the counterparties, partially offset by a gain of \$4,789 realized on the sale of an investment.

Income tax expense

Income tax expense attributable to continuing operations was \$129,155 for the year ended December 31, 2014, representing an effective tax rate of 32%. The effective tax rate differs from the federal statutory rate of 35% due primarily to state income tax expense of \$7,941, tax benefit from foreign subsidiary earnings indefinitely reinvested outside of the U.S. of \$7,407, tax benefit from the domestic production activities deduction of \$9,873, tax benefit of \$5,065 related to uncertain tax positions, including accrued interest and tax expense of \$5,705 resulting from an increase in the valuation allowance relating primarily to certain foreign and local income tax credit carry forwards. The tax benefit relating to reductions in uncertain tax positions is primarily due to an audit settlement.

Income tax expense attributable to continuing operations was \$178,841 for the year ended December 31, 2013, representing an effective tax rate of 38%. The effective tax rate differs from the federal statutory rate of 35% due primarily to state income tax expense of \$8,786, tax expense of \$9,089 related to uncertain tax positions, including accrued interest and tax expense of \$5,179 resulting from an increase in the valuation allowance relating primarily to certain foreign and local income tax credit carry forwards.

Year Ended December 31, 2013 Compared to Year Ended December 31, 2012

The following table sets forth our consolidated results of operations for the periods indicated.

	Years Ended December 31,					
	2013		2012		\$ change	% change
	Amount	% of Revenues, net	Amount	% of Revenues, net		
Revenues, net	\$ 1,591,858	100.0 %	\$ 1,352,577	100.0 %	\$ 239,281	17.7 %
Operating expenses:						
Technical and operating (excluding depreciation and amortization)	662,233	41.6	507,436	37.5	154,797	30.5
Selling, general and administrative	425,735	26.7	396,926	29.3	28,809	7.3
Restructuring credit	—	—	(3)	—	3	(100.0)
Depreciation and amortization	54,667	3.4	85,380	6.3	(30,713)	(36.0)
Litigation settlement gain	(132,944)	(8.4)	—	—	(132,944)	n/m
Total operating expenses	1,009,691	63.4	989,739	73.2	19,952	2.0
Operating income	582,167	36.6	362,838	26.8	219,329	60.4 %
Other income (expense):						
Interest expense, net	(115,041)	(7.2)	(127,276)	(9.4)	12,235	(9.6)
Write-off of deferred financing costs	(4,007)	(0.3)	(1,862)	(0.1)	(2,145)	115.2
Loss on extinguishment of debt	(1,087)	(0.1)	(10,774)	(0.8)	9,687	(89.9)
Miscellaneous, net	6,969	0.4	(652)	—	7,621	n/m
Total other income (expense)	(113,166)	(7.1)	(140,564)	(10.4)	27,398	(19.5)
Income from continuing operations before income taxes	469,001	29.5	222,274	16.4	246,727	111.0
Income tax expense	(178,841)	(11.2)	(86,058)	(6.4)	(92,783)	107.8
Income from continuing operations	290,160	18.2	136,216	10.1	153,944	113.0
Income from discontinued operations, net of income taxes	—	—	314	—	(314)	(100.0)
Net income including noncontrolling interests	290,160	18.2 %	136,530	10.1 %	153,630	112.5
Net loss attributable to noncontrolling interests	578	— %	—	— %	578	n/m
Net income attributable to AMC Networks' stockholders	\$ 290,738	18.3 %	\$ 136,530	10.1 %	\$ 154,208	112.9 %

The following is a reconciliation of our consolidated operating income to AOCF:

	Years Ended December 31,			
	2013	2012	\$ change	% change
Operating income	\$ 582,167	\$ 362,838	\$ 219,329	60.4 %
Share-based compensation expense	20,299	17,202	3,097	18.0
Depreciation and amortization	54,667	85,380	(30,713)	(36.0)
Litigation settlement gain	(132,944)	—	(132,944)	n/m
Restructuring credit	—	(3)	3	(100.0)
Consolidated AOCF	\$ 524,189	\$ 465,417	\$ 58,772	12.6 %

National Networks Segment Results

The following table sets forth our National Networks segment results for the periods indicated.

	Years Ended December 31,					
	2013		2012		\$ change	% change
	Amount	% of Revenues, net	Amount	% of Revenues, net		
Revenues, net	\$ 1,536,287	100.0%	\$ 1,297,151	100.0%	\$ 239,136	18.4 %
Operating expenses:						
Technical and operating (excluding depreciation and amortization)	608,656	39.6	466,735	36.0	141,921	30.4
Selling, general and administrative	368,642	24.0	341,404	26.3	27,238	8.0
Depreciation and amortization	42,036	2.7	75,099	5.8	(33,063)	(44.0)
Operating income	\$ 516,953	33.6%	\$ 413,913	31.9%	\$ 103,040	24.9 %
Share-based compensation expense	17,783	1.2	14,939	1.2	2,844	19.0
Depreciation and amortization	42,036	2.7	75,099	5.8	(33,063)	(44.0)
AOCF	\$ 576,772	37.5%	\$ 503,951	38.9%	\$ 72,821	14.5 %

International and Other Segment Results

The following table sets forth our International and Other segment results for the periods indicated.

	Years Ended December 31,					
	2013		2012		\$ change	% change
	Amount	% of Revenues, net	Amount	% of Revenues, net		
Revenues, net	\$ 55,887	100.0 %	\$ 57,612	100.0 %	\$ (1,725)	(3.0)%
Operating expenses:						
Technical and operating (excluding depreciation and amortization)	57,782	103.4	46,748	81.1	11,034	23.6
Selling, general and administrative	57,097	102.2	55,522	96.4	1,575	2.8
Restructuring credit	—	—	(3)	—	3	(100.0)
Depreciation and amortization	12,631	22.6	10,281	17.8	2,350	22.9
Litigation settlement gain	(132,944)	(237.9)	—	—	(132,944)	n/m
Operating income (loss)	\$ 61,321	109.7 %	\$ (54,936)	(95.4)%	\$ 116,257	(211.6)%
Share-based compensation expense	2,516	4.5	2,263	3.9	253	11.2
Depreciation and amortization	12,631	22.6	10,281	17.8	2,350	22.9
Litigation settlement gain	(132,944)	(237.9)	—	—	(132,944)	n/m
Restructuring credit	—	—	(3)	—	3	(100.0)
AOCF deficit	\$ (56,476)	(101.1)%	\$ (42,395)	(73.6)%	\$ (14,081)	33.2 %

Revenues, net

Revenues, net increased \$239,281 to \$1,591,858 for the year ended December 31, 2013 as compared to the year ended December 31, 2012. The net change by segment was as follows:

	Years Ended December 31,					
	2013		2012		\$ change	% change
	Amount	% of total	Amount	% of total		
National Networks	\$ 1,536,287	96.5 %	\$ 1,297,151	95.9 %	\$ 239,136	18.4 %
International and Other	55,887	3.5	57,612	4.3	(1,725)	(3.0)
Inter-segment eliminations	(316)	—	(2,186)	(0.2)	1,870	(85.5)
Consolidated revenues, net	\$ 1,591,858	100.0 %	\$ 1,352,577	100.0 %	\$ 239,281	17.7 %

National Networks

The increase in National Networks revenues, net was attributable to the following:

	Years Ended December 31,					
	2013	% of total	2012	% of total	\$ change	% change
Advertising	\$ 662,789	43.1%	\$ 522,917	40.3%	\$ 139,872	26.7%
Distribution	873,498	56.9	774,234	59.7	99,264	12.8
	<u>\$ 1,536,287</u>	<u>100.0%</u>	<u>\$ 1,297,151</u>	<u>100.0%</u>	<u>\$ 239,136</u>	<u>18.4%</u>

- Advertising revenues increased \$139,872 across all of our networks, with the largest increase at AMC. This increase resulted from higher pricing per unit sold due to an increased demand for our programming by advertisers, led by *The Walking Dead*, and an increased number of original programming series that aired on AMC in 2013 as compared to the number of original programming series that aired on AMC at 2012. This increase was also impacted by a decrease in advertising revenues in the 2012 associated with the temporary DISH Network carriage termination of all our networks for approximately four months in 2012.
- Distribution revenues increased \$99,264 principally due to an increase of \$64,015 in affiliation fee revenues resulting from an increase in rates, primarily at AMC. As previously discussed, affiliation fee revenues and subscribers were negatively impacted in 2012 due to the temporary DISH Network carriage termination of all our networks for approximately four months in 2012. Distribution revenues increased \$35,249 principally from licensing and digital distribution revenues derived from our original programming, primarily at AMC and IFC.

The following table presents certain subscriber information at December 31, 2013 and December 31, 2012:

	Estimated Domestic Subscribers ⁽¹⁾	
	December 31, 2013	December 31, 2012
National Programming Networks:		
AMC	97,400	98,900
WE tv	84,000	81,500
IFC	69,900	69,600
SundanceTV	56,200	54,100

(1) Estimated U.S. subscribers as measured by Nielsen.

The increase in subscribers reflects the repositioning of WE tv and SundanceTV with certain operators to more widely distributed tiers of service. Additionally, the number of reported subscribers may be impacted by changes in the Nielsen sample and does not necessarily correlate to changes in viewing subscribers.

International and Other

The decrease in International and Other revenues, net was attributable to the following:

	Years Ended December 31,					
	2013	% of total	2012	% of total	\$ change	% change
Advertising	\$ —	—%	\$ —	—%	\$ —	—%
Distribution	55,887	100.0	57,612	100.0	(1,725)	(3.0)
	<u>\$ 55,887</u>	<u>100.0%</u>	<u>\$ 57,612</u>	<u>100.0%</u>	<u>\$ (1,725)</u>	<u>(3.0)%</u>

Distribution revenues decreased primarily due to a decrease in revenue of \$4,886 at IFC Films primarily due to a decrease in home video distribution revenues and lower performance of theatrical titles. These decreases were partially offset by an increase in foreign affiliation fee revenues of \$3,776 principally from our expanded distribution of Sundance Channel in Europe.

Technical and operating expense (excluding depreciation and amortization)

Technical and operating expense (excluding depreciation and amortization) increased \$154,797 to \$662,233 for 2013 as compared to 2012. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2013	2012		
National Networks	\$ 608,656	\$ 466,735	\$ 141,921	30.4 %
International and Other	57,782	46,748	11,034	23.6
Inter-segment eliminations	(4,205)	(6,047)	1,842	(30.5)
Total	\$ 662,233	\$ 507,436	\$ 154,797	30.5 %
Percentage of revenues, net	41.6%	37.5%		

National Networks

The increase in the National Networks segment was attributable to increased program rights amortization expense of \$127,020 and an increase of \$14,901 for other direct programming related costs, primarily including participation and residuals, and development costs. The increase in program rights expense is due to our increased investment in scripted original series primarily at AMC and SundanceTV and includes write-offs of \$61,005 based on management's assessment of programming usefulness, primarily at AMC due to the cancellation of *The Killing* and *Low Winter Sun*, and to a lesser extent to programming at SundanceTV as we prepared our programming schedule for the transition to a traditional advertising model.

International and Other

The increase in the International and Other segment was primarily due to an increase in program rights amortization expense of \$8,166 related to higher content acquisition costs at IFC Films and an increase of \$4,389 at AMC/Sundance Channel Global primarily related to program rights and programming related expenses as we expand internationally.

Selling, general and administrative expense

Selling, general and administrative expenses increased \$28,809 to \$425,735 for 2013 as compared to 2012. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2013	2012		
National Networks	\$ 368,642	\$ 341,404	\$ 27,238	8.0%
International and Other	57,097	55,522	1,575	2.8
Inter-segment eliminations	(4)	—	(4)	n/m
Total	\$ 425,735	\$ 396,926	\$ 28,809	7.3%
Percentage of revenues, net	26.7%	29.3%		

National Networks

The increase in the National Networks segment was primarily attributable to increased general and administration expenses of \$9,901 primarily due to an increase in professional fees, employee related expenses and other corporate expenses and increased share-based compensation expense and expenses relating to long-term incentive compensation of \$8,563. In addition, sales and marketing expenses increased \$9,887. Marketing costs increased for the year ended December 31, 2013 compared to the same period in 2012 primarily at AMC due to the airing of a higher number of original programming series; however, this amount was substantially offset by a decrease in marketing costs for subscriber retention marketing efforts as compared to those incurred in 2012 associated with the DISH Network carriage termination for approximately four months in 2012.

International and Other

The increase in the International and Other segment was primarily due to an increase in general and administrative expenses of \$552 principally for employee related expenses and increased share-based compensation expense and expenses relating to long-term incentive compensation of \$1,048. Additionally, during 2013, we incurred acquisition related professional fees of \$8,898 primarily related to the Chellomedia acquisition which were substantially offset by a decrease in legal fees and other related costs and expenses of \$8,887 compared to the same period in 2012 in connection with the DISH Network contract dispute related to VOOOM HD.

Depreciation and amortization

Depreciation and amortization decreased \$30,713 to \$54,667 for 2013 as compared to 2012. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2013	2012		
National Networks	\$ 42,036	\$ 75,099	\$ (33,063)	(44.0)%
International and Other	12,631	10,281	2,350	22.9
	<u>\$ 54,667</u>	<u>\$ 85,380</u>	<u>\$ (30,713)</u>	<u>(36.0)%</u>

The decrease in depreciation and amortization expense in the National Networks segment is primarily attributable to a decrease in amortization expense of \$32,858 at AMC and at SundanceTV as certain intangible assets became fully amortized in the second quarter of 2012 (SundanceTV) and in the third quarter 2013 (AMC).

Litigation settlement gain

Litigation settlement gain relates to the final allocation of the proceeds from the settlement of litigation with DISH Network (see "DISH Network" discussion above). The deferred litigation settlement proceeds liability of approximately \$308,000 recorded in the consolidated balance sheet at December 31, 2012 less the \$175,000 paid to Cablevision on April 9, 2013 resulted in a gain of \$132,944 for the year ended December 31, 2013 included in the International and Other segment. See the income tax expense discussion for the increase in income taxes paid, net in connection with this litigation settlement.

AOCF

AOCF increased \$58,772 for 2013 as compared to 2012. The net change by segment was as follows:

	Years Ended December 31,		\$ change	% change
	2013	2012		
National Networks	\$ 576,772	\$ 503,951	\$ 72,821	14.5%
International and Other	(56,476)	(42,395)	(14,081)	33.2
Inter-segment eliminations	3,893	3,861	32	0.8
AOCF	<u>\$ 524,189</u>	<u>\$ 465,417</u>	<u>\$ 58,772</u>	<u>12.6%</u>

National Networks AOCF increased due to an increase in revenues, net of \$239,136, partially offset by an increase in technical and operating expenses of \$141,922 resulting primarily from an increase in program rights including programming rights write-off of \$61,005 and an increase in selling and administrative expenses of \$24,393.

International and Other AOCF deficit increased primarily due to an increase in technical and operating expenses of \$11,034 due principally to content acquisitions costs at IFC Films and a decrease in revenues, net of \$1,725.

Interest expense, net

The increase in interest expense, net of \$12,235 from 2012 to 2013 was attributable to the following:

Change in fair value of interest rate swap contracts (a)	\$ (11,660)
Increase in interest income	(317)
Other	(258)
	<u>\$ (12,235)</u>

(a) During 2012, in connection with the repayment of the outstanding principal amount under the term loan B facility, we recorded an unrealized loss of \$8,725, included in interest expense, on the related interest rate swap contracts previously designated as cash flow hedges of a portion of the term loan B facility as the related interest rate swap contracts no longer qualified for hedge accounting.

Write-off of deferred financing costs

On December 16, 2013, we entered into an amended and restated credit agreement. This credit agreement amended and restated AMC Networks' June 30, 2011 original credit agreement in its entirety. In connection with this amendment, we recorded a write-off of deferred financing costs of \$4,007 for the year ended December 31, 2013, which includes certain unamortized

deferred financing costs associated with the original credit agreement of \$3,719 and certain financing costs relating to the amended and restated credit agreement of \$288.

The write-off of deferred financing costs of \$1,862 for the year ended December 31, 2012 represents \$964 of deferred financing costs written off in connection with the \$150,000 of voluntary prepayments of the term loan A facility during 2012 and \$898 of deferred financing costs written off in connection with the repayment of the outstanding amount of the term loan B facility in December 2012.

Loss on extinguishment of debt

As discussed above, in connection with entering into the amended and restated credit agreement on December 16, 2013, we also recorded a loss on extinguishment of debt of \$1,087 for the year ended December 31, 2013 related to a portion of the unamortized discount associated with the June 30, 2011 original credit agreement that was written off.

In December 2012, we issued \$600,000 aggregate principal amount of 4.75% senior notes due December 15, 2022. We used the net proceeds from the issuance of the notes to repay the outstanding amount under the term loan B facility of approximately \$587,600, with the remaining proceeds used for general corporate purposes. In connection with this repayment, we recorded a loss on extinguishment of debt of \$10,774 for the year ended December 31, 2012 representing the excess of the principal amount repaid over the carrying value of the term loan B facility.

Miscellaneous, net

The increase in miscellaneous, net primarily relates to an increase in unrealized transaction gains associated with the strengthening of the euro compared to the U.S. dollar related to the translation of euro denominated cash and cash equivalents at December 31, 2013 in anticipation of closing of the Chellomedia acquisition (see "Chellomedia Acquisition" discussion above).

Income tax expense

Income tax expense attributable to continuing operations was \$178,841 for the year ended December 31, 2013, representing an effective tax rate of 38%. The effective tax rate differs from the federal statutory rate of 35% due primarily to state income tax expense of \$8,786, tax expense of \$9,089 related to uncertain tax positions, including accrued interest and tax expense of \$5,179 resulting from an increase in the valuation allowance relating primarily to certain foreign and local income tax credit carry forwards.

In addition, income taxes paid, net increased by \$95,186 to \$135,708 for the year ended December 31, 2013 as compared to the year ended December 31, 2012. The increase was due primarily to the utilization of our net operating loss carry forward in 2012 and the increase in operating income in 2013. In addition, approximately \$23,000 of such increase was a result of the VOOM HD Settlement Agreement and the DISH Network Proceeds Allocation Agreement, which increased tax payments (in the first quarter of 2013) by \$81,000, and reduced tax payments (in the remaining quarters of 2013) by \$58,000.

Income tax expense attributable to continuing operations was \$86,058 for the year ended December 31, 2012, representing an effective tax rate of 39%. The effective tax rate differs from the federal statutory rate of 35% due primarily to state income tax expense of \$4,970, tax expense of \$4,685 related to uncertain tax positions, including accrued interest and a tax benefit of \$2,344 resulting from a decrease in the valuation allowance relating primarily to certain foreign and local income tax credit carry forwards.

Liquidity and Capital Resources

Overview

Our operations have historically generated positive net cash flow from operating activities. However, each of our programming businesses has substantial programming acquisition and production expenditure requirements.

Sources of cash primarily include cash flow from operations, amounts available under our revolving credit facility (as described below) and access to capital markets. Although we currently believe that amounts available under our revolving credit facility will be available when and if needed, we can provide no assurance that access to such funds will not be impacted by adverse conditions in the financial markets. The obligations of the financial institutions under our revolving credit facility are several and not joint and, as a result, a funding default by one or more institutions does not need to be made up by the others. As a public company, we may have access to other sources of capital such as the public bond markets. On December 10, 2012, we filed a Registration Statement on Form S-3 ("Shelf Registration") with the SEC in which we registered debt securities.

Our principal uses of cash include the acquisition and production of programming, investments and acquisitions, debt service and payments for income taxes. We continue to increase our investment in original programming, the funding of which generally occurs six to nine months in advance of a program's airing. We expect this increased investment to continue in 2015. Historically, our businesses have not required significant capital expenditures, however, we expect capital expenditures in 2015 will be higher than historical years primarily related to investments in our broadcasting and technology facilities.

As of December 31, 2014, our consolidated cash and cash equivalents balance includes approximately \$88,484 held by foreign subsidiaries, some of which have earnings that have not been subject to U.S. tax. Repatriation of earnings not previously subject to U.S. tax would generally require us to accrue and pay U.S. taxes on such amount. However, we intend to either permanently reinvest these funds or repatriate them in a tax-free manner. We have estimated the unrecognized deferred tax liability for temporary differences related to these earnings to be immaterial as of December 31, 2014.

We believe that a combination of cash-on-hand, cash generated from operating activities and availability under our revolving credit facility will provide sufficient liquidity to service the principal and interest payments on our indebtedness, along with our other funding and investment requirements over the next twelve months and over the longer term. However, we do not expect to generate sufficient cash from operations to repay at maturity the entirety of the then outstanding balances of our debt. As a result, we will then be dependent upon our ability to access the capital and credit markets in order to repay or refinance the outstanding balances of our indebtedness. Failure to raise significant amounts of funding to repay these obligations at maturity would adversely affect our business. In such a circumstance, we would need to take other actions including selling assets, seeking strategic investments from third parties or reducing other discretionary uses of cash.

Our level of debt could have important consequences on our business including, but not limited to, increasing our vulnerability to general adverse economic and industry conditions, limiting the availability of our cash flow to fund future programming investments, capital expenditures, working capital, business activities and other general corporate requirements and limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate.

In addition, economic or market disruptions could lead to lower demand for our services, such as lower levels of advertising. These events would adversely impact our results of operations, cash flows and financial position.

Cash Flow Discussion

The following table is a summary of cash flows provided by (used in) continuing operations and discontinued operations for the periods indicated:

	Years Ended December 31,		
	2014	2013	2012
Continuing operations:			
Cash flow provided by (used in) operating activities	\$ 375,762	\$ (49,463)	\$ 569,132
Cash flow used in investing activities	(1,223,210)	(26,146)	(19,392)
Cash flow provided by (used in) financing activities	574,877	(19,953)	(155,087)
Net (decrease) increase in cash from continuing operations	(272,571)	(95,562)	394,653
Discontinued operations:			
Net (decrease) increase in cash flow from discontinued operations	\$ (2,955)	\$ —	\$ 481

Continuing Operations

Operating Activities

Net cash provided by (used in) operating activities amounted to \$375,762 for the year ended December 31, 2014 as compared to \$(49,463) for the year ended December 31, 2013. In 2014, net cash provided by operating activities resulted from \$1,031,242 of net income before depreciation and amortization and other non-cash items, which was partially offset by payments for program rights of \$690,237. Additionally, changes in all other assets and liabilities during the year resulted in an increase of 34,757.

Net cash (used in) provided by operating activities amounted to \$(49,463) for the year ended December 31, 2013 compared to \$569,132 for the year ended December 31, 2012. The December 31, 2013 net cash used in operating activities resulted from \$1,041,196 of net income before depreciation and amortization and other non-cash items and an increase of \$17,789 in accounts payable, accrued expenses and other liabilities which was more than offset by payments for program rights of \$517,343, a net decrease in deferred revenue and deferred litigation settlement proceeds of \$337,700 primarily due to the final allocation of the Settlement Funds (see "DISH Network" discussion above), a decrease in income taxes payable of \$111,881, an increase in accounts receivable, trade of \$80,083, an increase in prepaid expenses and other assets of \$52,836, as well as a net decrease in other net liabilities of \$8,605.

Net cash provided by operating activities amounted to \$569,132 for the year ended December 31, 2012. The 2012 net cash provided by operating activities resulted from \$536,042 of net income before depreciation and amortization and other non-cash items, an increase in deferred revenue and deferred litigation settlement proceeds of \$337,207 primarily related to the temporary allocation of the VOOM HD lawsuit settlement proceeds (see "DISH Network" discussion above), an increase in income taxes payable of \$116,740 and an increase of other net liabilities of \$7,247. These increases were partially offset by payments for program rights of \$412,493, an increase in accounts receivable, trade of \$11,717, and deferred carriage fee payments of \$3,894.

Investing Activities

Net cash used in investing activities for the years ended December 31, 2014, 2013 and 2012 was \$1,223,210, \$26,146 and \$19,392, respectively. In 2014, net cash used in investing activities was primarily related to payments for the acquisitions of Chellomedia, BBC AMERICA and a small international channel, net of cash acquired of \$1,184,587. Net cash used in investing activities also included capital expenditures of \$39,739, \$24,303 and \$18,557 for the years ended December 31, 2014, 2013 and 2012, respectively, primarily for the purchase of information technology hardware and software and transmission related equipment.

Financing Activities

Net cash provided by (used in) financing activities amounted to \$574,877 for the year ended December 31, 2014 as compared to \$(19,953) for the year ended December 31, 2013. In 2014, financing activities consisted of proceeds from the issuance of long-term debt of \$600,000, which was used to fund a portion of the Chellomedia purchase price, the excess tax benefits from share-based compensation arrangements of \$6,798, and proceeds from stock option exercises of \$1,103, partially offset by treasury stock acquired from the acquisition of restricted shares of 22,192, payments for financing costs of \$9,266, and principal payments on capital lease obligations of \$2,401.

Net cash used in financing activities amounted to \$19,953 for the year ended December 31, 2013 compared to \$155,087 for the year ended December 31, 2012. In 2013, financing activities consisted of payments for financing costs of \$12,994, treasury stock acquired from the acquisition of restricted shares of \$12,135 and principal payments on capital leases of \$1,558, partially offset by the excess tax benefits from share-based compensation arrangements of \$4,975 and proceeds from stock option exercises of \$1,759.

Net cash used in financing activities amounted to \$155,087 for the year ended December 31, 2012. In 2012, financing activities consisted of repayments of indebtedness under our Credit Facility of \$742,025, treasury stock acquired from the acquisition of restricted shares of \$15,989, principal payments on capital leases of \$1,413 and payments for financing costs of \$1,421, partially offset by the net proceeds from the issuance of 4.75% senior notes of \$589,500, proceeds from stock option exercises of \$8,777 and the excess tax benefits from share-based compensation arrangements of \$7,484.

Debt Financing Agreements

Amended and Restated Senior Secured Credit Facility

On December 16, 2013 (the "Refinancing Date"), AMC Networks and its subsidiary, AMC Network Entertainment LLC (the "Borrowers"), and certain of AMC Networks' subsidiaries, as restricted subsidiaries, entered into an amended and restated credit agreement, which amended and restated AMC Networks' original credit facility dated June 30, 2011 in its entirety (the "Original Credit Facility").

The amended and restated credit agreement provides the Borrowers with senior secured credit facilities consisting of (a) an initial \$880,000 term loan A that was used by AMC Networks to retire the then outstanding term loan A facility provided under the June 30, 2011 original credit agreement, (b) a subsequent \$600,000 term loan A (collectively, the "Term Loan A Facility")

which was drawn on January 31, 2014 upon the satisfaction of certain conditions related to consummation of the Chellomedia Acquisition, see “Acquisition of Chellomedia” discussed above, and (c) a \$500,000 revolving credit facility (together with the Term Loan A Facility, collectively, the “Credit Facility”). The Term Loan A Facility matures on December 16, 2019. The revolving credit facility matures on December 16, 2018.

The revolving credit facility was not drawn upon at December 31, 2014. Total undrawn revolver commitments are available to be drawn for our general corporate purposes.

In connection with the subsequent \$600,000 term loan A facility, AMC Networks incurred deferred financing costs of \$9,266 and \$12,669 as of December 31, 2014 and 2013, which are amortized to interest expense, utilizing the effective interest method, over the term of each respective component of the Credit Facility.

Borrowings under the Credit Facility bear interest at a floating rate, which at the option of the Borrowers may be either (a) a base rate plus an additional rate ranging from 0.50% to 1.25% per annum (determined based on a cash flow ratio) (the “Base Rate”), or (b) a Eurodollar rate plus an additional rate ranging from 1.50% to 2.25% per annum (determined based on a cash flow ratio) (the “Eurodollar Rate”). At December 31, 2014, the interest rate on the Term Loan A Facility was 1.91%, reflecting a Eurodollar Rate plus the additional rate as described herein.

The Credit Facility requires the Borrowers to pay a commitment fee of between 0.25% and 0.50% (determined based on a cash flow ratio) in respect of the average daily unused commitments under the revolving credit facility. The Borrowers also are required to pay customary letter of credit fees, as well as fronting fees, to banks that issue letters of credit pursuant to the Credit Facility.

All obligations under the Credit Facility are guaranteed, jointly and severally, by certain of AMC Networks’ existing and future domestic restricted subsidiaries in accordance with the Credit Facility. All obligations under the Credit Facility, including the guarantees of those obligations, are secured by certain assets of the Borrowers and certain of its restricted subsidiaries.

Borrowings under the Credit Facility may be voluntarily prepaid without premium and penalty at any time. The Term Loan A Facility also provides for various mandatory prepayments, including with the proceeds from certain dispositions of property and borrowings. The Term Loan A Facility is required to be repaid in quarterly installments of \$18,500 from March 31, 2015 through December 31, 2015, \$37,000 beginning March 31, 2016 through December 31, 2016, \$55,500 beginning March 31, 2017 through December 31, 2017, \$74,000 beginning March 31, 2018 through September 30, 2019 and \$518,000 on December 16, 2019, which is the Term Loan A Facility maturity date. Any amounts outstanding under the revolving credit facility are due at maturity on December 16, 2018.

The Credit Facility contains certain affirmative and negative covenants applicable to the Borrowers and certain of their restricted subsidiaries. These include restrictions on the Borrowers’ and certain of their restricted subsidiaries ability to incur indebtedness, make investments in entities that are not restricted subsidiaries, place liens on assets, enter into certain affiliate transactions and make certain restricted payments, including restrictions on AMC Networks’ ability to pay dividends on its common stock. The Credit Facility also requires the Borrowers to comply with the following financial covenants: (i) a maximum ratio of net debt to annual operating cash flow (each defined in the Credit Facility) of 6.50:1 initially, and decreasing to 6.00:1 on and after January 1, 2016; and (ii) a minimum ratio of annual operating cash flow to annual total interest expense (as defined in the Credit Facility) of 2.50:1.

AMC Networks was in compliance with all of its covenants under the Credit Facility as of December 31, 2014.

Original Credit Facility

On June 30, 2011, AMC Networks, as borrower, and substantially all of its subsidiaries, as restricted subsidiaries, entered into the Original Credit Facility. Under the terms governing the Original Credit Facility, AMC Networks was provided with senior secured credit facilities consisting of a \$1,130,000 term loan A facility, a \$595,000 term loan B facility and a \$500,000 revolving credit facility (collectively, the “Original Credit Facility”). The term loan A facility and the term loan B facility were discounted \$5,650 and \$12,986, respectively, upon original issuance. On June 30, 2011, approximately \$577,000 of the Original Credit Facility debt was issued to CSC Holdings as partial consideration for the transfer to AMC Networks of the RMH businesses in June 2011 in connection with the Distribution of AMC Networks from Cablevision, which was consummated on June 30, 2011.

On December 16, 2013, we used the proceeds from the borrowings under the Term Loan A Facility to repay the outstanding amount under the term loan A facility of the Original Credit Facility. Additionally, we recorded a write-off of deferred financing costs of \$4,007 for the year ended December 31, 2013, which includes certain unamortized deferred financing costs associated with the Original Credit Facility of \$3,719 and certain financing costs relating to the Credit Facility of \$288 as well as a loss on extinguishment of debt of \$1,087 for the year ended December 31, 2013 related to a portion of the unamortized discount associated with the Original Credit Facility that was written off.

On December 17, 2012, AMC Networks issued \$600,000 in aggregate principal amount of its 4.75% Notes (see "4.75% Senior Notes due 2022" discussion below) and used the net proceeds of the offering to repay the outstanding amount under the term loan B facility.

7.75% Senior Notes due 2021

On June 30, 2011, AMC Networks issued \$700,000 in aggregate principal amount of its 7.75% senior notes, net of an original issue discount of \$14,000, due July 15, 2021 (the "7.75% Notes") to CSC Holdings, as partial consideration for the transfer to AMC Networks of the RMH businesses in June 2011, which is reflected as a deemed capital distribution in the consolidated statement of stockholders' deficiency for the year ended December 31, 2011. CSC Holdings used the Company's 7.75% Notes to satisfy and discharge outstanding CSC Holdings debt. The recipients of the 7.75% Notes or their affiliates then offered the 7.75% Notes to investors, through an offering memorandum dated June 22, 2011, which ultimately resulted in the 7.75% Notes being held by third party investors.

The 7.75% Notes were issued under an indenture dated as of June 30, 2011 (the "7.75% Notes Indenture").

In connection with the issuance of the 7.75% Notes, AMC Networks incurred deferred financing costs of \$1,533, which are being amortized, using the effective interest method, to interest expense over the term of the 7.75% Notes.

Interest on the 7.75% Notes accrues at the rate of 7.75% per annum and is payable semi-annually in arrears on January 15 and July 15 of each year.

The 7.75% Notes may be redeemed, in whole or in part, at any time on or after July 15, 2016, at a redemption price equal to 103.875% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption), declining annually to 100% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption) beginning on July 15, 2019.

In addition, if AMC Networks experiences a Change of Control (as defined in the 7.75% Notes Indenture), the holders of the 7.75% Notes may require AMC Networks to repurchase for cash all or a portion of their 7.75% Notes at a price equal to 101% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such repurchase).

AMC Networks is a holding company and has no independent assets or operations of its own. The 7.75% Notes are guaranteed on a senior unsecured basis by certain of AMC Networks' existing and future domestic restricted subsidiaries, in accordance with the 7.75% Notes Indenture. The guarantees under the 7.75% Notes are full and unconditional and joint and several.

The 7.75% Notes Indenture contains certain affirmative and negative covenants applicable to AMC Networks and its restricted subsidiaries including restrictions on their ability to incur additional indebtedness, consummate certain assets sales, make investments in entities that are not restricted subsidiaries, create liens on their assets, enter into certain affiliate transactions and make certain restricted payments, including restrictions on AMC Networks' ability to pay dividends on, or repurchase, its common stock.

AMC Networks was in compliance with all of its covenants under its 7.75% Notes Indenture as of December 31, 2014.

4.75% Senior Notes due 2022

On December 17, 2012, AMC Networks issued \$600,000 in aggregate principal amount of its 4.75% senior notes, net of an issuance discount of \$10,500, due December 15, 2022 (the "4.75% Notes"). AMC Networks used the net proceeds of this offering to repay the outstanding amount under its term loan B facility of approximately \$587,600, with the remaining proceeds used for general corporate purposes. The 4.75% Notes were issued pursuant to an indenture dated as of December 17, 2012 (the "Base Indenture," and together with the First Supplemental Indenture, the "4.75% Notes Indenture").

In connection with the issuance of the 4.75% Notes, AMC Networks incurred deferred financing costs of \$1,393, which are being amortized, using the effective interest method, to interest expense over the term of the 4.75% Notes.

Interest on the 4.75% Notes accrues at the rate of 4.75% per annum and is payable semi-annually in arrears on June 15 and December 15 of each year.

The 4.75% Notes may be redeemed, in whole or in part, at any time on or after December 15, 2017, at a redemption price equal to 102.375% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption), declining annually to 100% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption) beginning on December 15, 2020.

In addition, if AMC Networks experiences a Change of Control (as defined in the 4.75% Notes Indenture), the holders of the 4.75% Notes may require AMC Networks to repurchase for cash all or a portion of their 4.75% Notes at a price equal to 101% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such repurchase).

The 4.75% Notes are guaranteed on a senior unsecured basis by certain of AMC Networks' existing and future domestic restricted subsidiaries in accordance with the 4.75% Notes Indenture. The guarantees under the 4.75% Notes are full and unconditional and joint and several.

The 4.75% Notes Indenture contains certain affirmative and negative covenants applicable to AMC Networks and its restricted subsidiaries including restrictions on their ability to incur additional indebtedness, consummate certain assets sales, make investments in entities that are not restricted subsidiaries, create liens on their assets, enter into certain affiliate transactions and make certain restricted payments, including restrictions on AMC Networks' ability to pay dividends on, or repurchase, its common stock.

AMC Networks was in compliance with all of its covenants under its 4.75% Notes Indenture as of December 31, 2014.

Contractual Obligations and Off Balance Sheet Arrangements

Contractual Obligations

Our contractual obligations as of December 31, 2014 are summarized in the following table:

	Payments due by period				
	Total	Year 1	Years 2 - 3	Years 4 - 5	More than 5 years
Debt obligations:					
Principal payments	\$ 2,780,000	\$ 74,000	\$ 370,000	\$ 1,036,000	\$ 1,300,000
Interest payments (1)	772,489	117,447	239,376	221,666	194,000
Program rights obligations	736,871	271,199	293,299	134,543	37,830
Purchase obligations (2)	1,029,665	256,239	176,869	89,563	506,994
Operating lease obligations	280,524	27,535	52,570	43,933	156,486
Guarantees (3)	87,933	87,933	—	—	—
Contract obligations (4)	61,987	32,155	25,145	4,308	379
Capital lease obligations (5)	47,778	6,145	12,290	11,373	17,970
Total	<u>\$ 5,797,247</u>	<u>\$ 872,653</u>	<u>\$ 1,169,549</u>	<u>\$ 1,541,386</u>	<u>\$ 2,213,659</u>

- (1) Interest on variable rate debt and the variable portion of interest rate swap contracts is estimated based on a LIBOR yield curve as of December 31, 2014.
- (2) Purchase obligation amounts not reflected on the balance sheet consist primarily of program rights obligations and transmission commitments that have not yet met the criteria to be recorded in the balance sheet.
- (3) Consists primarily of a guarantee of payments to a production service company for certain production related costs.
- (4) Represents primarily accrued participation obligations and marketing commitments.
- (5) Capital lease obligation amounts include imputed interest.

The contractual obligations table above does not include any liabilities for uncertain income tax positions due to the fact that we are unable to reasonably predict the ultimate amount or timing of any related payments in settlement of our liabilities for uncertain income tax positions. At December 31, 2014, the liability for uncertain tax positions was \$17,099, excluding the related accrued interest liability of \$1,388 and deferred tax assets of \$3,760. See Note 14 to the accompanying consolidated financial statements for further discussion of the Company's income taxes.

In connection with the acquisition of New Video, the terms of the agreement provide BBCWA with a right to put all of its 50.1% noncontrolling interest to the Company at the greater of the then fair value or the fair value of the initial equity interest at inception. The put option is exercisable on the fifteenth and twenty-fifth year anniversary of the agreement. Additionally, in connection with the creation of a joint venture entity in 2013, the terms of the agreement provide the noncontrolling member with a right to put all of its interest to the Company at the then fair value. The above table does not include any future payments that would be required upon the exercise of these put rights.

Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements (as defined in Item 303(a)(4) of Regulation S-K).

Critical Accounting Policies and Estimates

In preparing our financial statements, we are required to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the periods presented. These judgments can be subjective and complex and, consequently, actual results could differ materially from those estimates and assumptions. We base our estimates on historical experience and various other assumptions believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. As with any set of assumptions and estimates, there is a range of reasonably likely amounts that may be reported.

The following critical accounting policies have been identified as those that affect the more significant judgments and estimates used in the preparation of the consolidated financial statements:

Acquisition Method of Accounting

We account for acquired businesses using the acquisition method of accounting which requires that the assets acquired and liabilities assumed be recorded at the date of the acquisition at their respective estimated fair values. The excess purchase price over fair value is recorded as goodwill. In determining estimated fair values, we are required to make estimates and assumptions that affect the recorded amounts, including, but not limited to, expected future cash flows, discount rates, remaining useful lives of long-lived assets, useful lives of identified intangible assets, replacement or reproduction costs of property and equipment and the amounts to be recovered in future periods from acquired net operating losses and other deferred tax assets. Our estimates in this area impact, among other items, the amount of depreciation and amortization, impairment charges in certain instances if the asset becomes impaired, and income tax expense or benefit that we report. Our estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain.

Impairment of Long Lived and Indefinite-Lived Intangible Assets

Long-Lived Assets and Amortizable Intangible Assets

We review our long-lived assets (property and equipment, and intangible assets subject to amortization that arose from acquisitions) for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the expected cash flows, undiscounted and without interest, is less than the carrying amount of the asset, an impairment loss is recognized as the amount by which the carrying amount of the asset exceeds its fair value.

Goodwill

During the fourth quarter of 2014, we changed the timing of our annual goodwill impairment testing date from February 28 to December 1. This change was made to better align our annual impairment testing procedures with our budget and planning process and with our year-end financial reporting. We have determined that this accounting change is preferable.

Goodwill and identifiable intangible assets that have indefinite useful lives are not amortized, but instead are tested annually for impairment and upon the occurrence of certain events or substantive changes in circumstances.

The annual goodwill impairment test allows for the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. An entity may choose to perform the qualitative assessment on none, some or all of its reporting units or an entity may bypass the qualitative assessment for any reporting unit and proceed directly to step one of the quantitative impairment test. If it is determined, on the basis of qualitative factors, that the fair value of a reporting unit is, more likely than not, less than its carrying value, the quantitative impairment test is required. The quantitative impairment test is a two-step process. The first step compares the carrying amount of a reporting unit, including goodwill, with its fair value utilizing an enterprise-value based approach. If the carrying amount of a reporting unit exceeds its fair value, the second step of the goodwill impairment test is performed to measure the amount of the goodwill impairment loss, if any. The second step compares the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit's goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to that excess. The implied fair value of goodwill is determined in the same manner as the amount of goodwill that would be recognized in a business combination.

The carrying amount of goodwill, by operating segment is as follows:

	December 31, 2014
National Networks	\$ 250,595
International and Other	483,761
	<u>\$ 734,356</u>

Based on our annual impairment test for goodwill as of December 1, 2014, no impairment charge was required for any of the reporting units. We performed a quantitative assessment for all reporting units, other than the AMC Networks Broadcasting & Technology reporting unit, and the fair value exceeded the carrying value (including allocated goodwill) for each reporting unit. In order to evaluate the sensitivity of the estimated fair value calculations, we applied a hypothetical 20% decrease in the fair value of each reporting unit. This hypothetical decrease would have no impact on the conclusion reached in the goodwill impairment analysis of the National Programming Networks reporting unit. Based on the quantitative assessment of the International Programming Networks reporting unit, if the fair value of the reporting unit decreased by 4%, we would be required to perform step-two of the quantitative assessment.

We performed a qualitative assessment for the AMC Networks Broadcasting & Technology reporting unit. The qualitative assessment included, but was not limited to, consideration of the historical significant excesses of the estimated fair value of the reporting unit over its carrying value (including allocated goodwill), macroeconomic conditions, industry and market considerations, cost factors and historical and projected cash flows.

In assessing the recoverability of goodwill, we must make assumptions regarding estimated future cash flows and other factors to determine the fair value of the respective assets. These estimates and assumptions could have a significant impact on whether an impairment charge is recognized and also the magnitude of any such charge. Fair value estimates are made at a specific point in time, based on relevant information. These estimates are subjective in nature and involve uncertainties and matters of significant judgments and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates. Estimates of fair value for goodwill impairment testing are primarily determined using discounted cash flows and comparable market transactions methods. These valuation methods are based on estimates and assumptions including projected future cash flows, discount rate and determination of appropriate market comparables and determination of whether a premium or discount should be applied to comparables. Projected future cash flows also include assumptions for renewals of affiliation agreements, the projected number of subscribers and the projected average rates per basic and viewing subscribers and growth in fixed price contractual arrangements used to determine affiliation fee revenue, access to program rights and the cost of such program rights, amount of programming time that is advertiser supported, number of advertising spots available and the sell through rates for those spots, average fee per advertising spot and operating margins, among other assumptions. If these estimates or material related assumptions change in the future, we may be required to record impairment charges related to goodwill.

Indefinite-Lived Intangible Assets

Indefinite-lived intangible assets established in connection with business combinations primarily consist of trademarks. The impairment test for identifiable indefinite-lived intangible assets consists of a comparison of the estimated fair value of the intangible asset with its carrying value. If the carrying value exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

Based on our impairment test for identifiable indefinite-lived intangible assets, no impairment charge was required. Indefinite-lived intangible assets relate to SundanceTV trademarks, which were valued using a relief-from-royalty method in which the expected benefits are valued by discounting estimated royalty revenue over projected revenues covered by the trademarks. In order to evaluate the sensitivity of the fair value calculations for the identifiable indefinite-lived intangible assets, we applied a hypothetical 20% decrease to the estimated fair value of the identifiable indefinite-lived intangible assets. This hypothetical decrease in estimated fair value would not result in an impairment.

Significant judgments inherent in estimating the fair value of indefinite-lived intangible assets include the selection of appropriate discount and royalty rates, estimating the amount and timing of estimated future cash flows and identification of appropriate continuing growth rate assumptions. The discount rates used in the analysis are intended to reflect the risk inherent in the projected future cash flows generated by the respective intangible assets.

Useful Lives of Finite-Lived Intangible Assets

We have recognized intangible assets for affiliation agreements and affiliate relationships, advertiser relationships and other intangible assets as a result of our accounting for business combinations. We have determined that such intangible assets have finite lives. The estimated useful lives and net carrying values of these intangible assets at December 31, 2014 are as follows:

	Net Carrying Value at, December 31, 2014	Estimated Useful Lives in Years
Affiliate and customer relationships	\$ 475,391	17 to 25 years
Advertiser relationships	45,172	11 years
Trade names	50,347	20 years
Other amortizable intangible assets	14	
	\$ 570,924	

The useful lives for the affiliate relationships were determined based upon an analysis of the weighted average remaining terms of existing agreements we had in place with our major customers at the time that purchase accounting was applied, plus an estimate for renewals of such agreements. We have been successful in renewing our major affiliation agreements and maintaining customer relationships in the past and believe we will be able to renew our major affiliation agreements and maintain those customer relationships in the future. However, it is possible that we will not successfully renew such agreements as they expire or that if we do, the net revenue earned may not equal or exceed the net revenue currently being earned, which could have a significant adverse impact on our business and the carrying values of the related intangible assets.

There have been periods when an existing affiliation agreement has expired and the parties have not finalized negotiations of either a renewal of that agreement or a new agreement for certain periods of time. In substantially all these instances, the affiliates continued to carry and pay for the service under oral or written interim agreements until execution of definitive replacement agreements or renewals. If an affiliate were to cease carrying a service on an other-than-temporary basis, we would record an impairment charge for the then remaining carrying value of that affiliation agreement intangible asset. If we were to renew an affiliation agreement at rates that produced materially less net revenue compared to the net revenue produced under the previous agreement, we would evaluate the impact on our cash flows and, if necessary, would further evaluate such indication of potential impairment by following the policy described above under "Impairment of Long-Lived and Indefinite-Lived Assets" for the asset group containing that intangible asset. We also would evaluate whether the remaining useful life of the affiliate relationship intangible asset remained appropriate. Based on December 31, 2014 carrying values, if the estimated remaining life of affiliate relationships and other amortizable intangible assets were shortened by 10%, the effect on amortization for the year ending December 31, 2014 would be to increase our annual amortization expense by approximately \$3,300.

Program Rights

Rights to programming, including feature films and episodic series acquired under license agreements, are stated at the lower of amortized cost or net realizable value. Such licensed rights along with the related obligations are recorded at the contract value when a license agreement is executed, unless there is uncertainty with respect to either cost, acceptability or availability. If such uncertainty exists, those rights and obligations are recorded at the earlier of when the uncertainty is resolved or when the license period begins. Costs are amortized to technical and operating expense on a straight-line basis over a period not to exceed the respective license periods.

Our owned original programming is primarily produced by production companies, with the remainder produced by us. Owned original programming costs, including certain development and estimated participation and residual costs, qualifying for capitalization as program rights are amortized to technical and operating expense over their estimated useful lives, commencing upon the first airing, based on attributable revenue for airings to date as a percentage of total projected attributable revenue, or ultimate revenue (film-forecast-computation method). Projected attributable revenue is based on previously generated revenues for similar content in established markets, primarily consisting of distribution and advertising revenues, and projected program usage. Projected program usage is based on the current expectation of future exhibitions taking into account historical usage of similar content. Projected attributable revenue can change based upon programming market acceptance, levels of distribution and advertising revenue, and decisions regarding planned program usage. These calculations require management to make assumptions and to apply judgment regarding revenue and planned usage. We periodically review revenue estimates and planned usage and revise our assumptions if necessary, which could either accelerate or delay the timing of amortization expense or result in a write-down of the program right to net realizable value. We believe the most sensitive factor affecting our estimate of ultimate revenues is the program's audience ratings. A program's strong performance could result in increased usage and increased revenues in a particular period resulting in accelerated amortization of production costs in that period. Poor ratings may result in the reduction of planned usage or the abandonment of a program, which would require a write-off of any unamortized production costs. A failure to adjust for a downward change in estimates of ultimate revenues could result in the understatement of program rights amortization expense for the period. Historically, actual ultimate revenue amounts have not significantly differed from our estimates of ultimate revenue.

We periodically review the programming usefulness of our licensed and owned original program rights based on a series of factors, including expected future revenue generation from airings on our networks and other exploitation opportunities, ratings, type and quality of program material, standards and practices and fitness for exhibition through various forms of distribution. If it is determined that film or other program rights have no future programming usefulness, a write-off of the unamortized cost is recorded in technical and operating expense. Any capitalized pilot costs for programs that we determine will not be produced are also written off. Program rights write-offs of \$44,204, \$61,005 and \$9,990 were recorded for the years ended December 31, 2014, 2013 and 2012.

Income Taxes

Judgment is required in determining the provision for income taxes and related accruals, deferred tax assets and liabilities. Consequently, changes in our estimates with regard to uncertain tax positions and the realization of deferred tax assets will impact our results of operations and financial position. Deferred tax assets are evaluated quarterly for expected future realization and

reduced by a valuation allowance to the extent management believes it is more likely than not that a portion will not be realized. See Note 14 to the accompanying consolidated financial statements for further discussion of the Company's income taxes.

Recently Issued Accounting Pronouncements

In June 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-12, Compensation-Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period. ASU 2014-12 clarifies that entities should treat performance targets that can be met after the requisite service period of a share-based payment award as performance conditions that affect vesting. Therefore, an entity would not record compensation expense (measured as of the grant date without taking into account the effect of the performance target) related to an award for which transfer to the employee is contingent on the entity's satisfaction of a performance target until it becomes probable that the performance target will be met. No new disclosures are required. ASU 2014-12 is effective in the first quarter of 2015 and early adoption is permitted. The adoption of ASU 2014-12 is not expected to have a material effect on the Company's consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606). ASU 2014-09 provides new guidance related to how an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard requires an evaluation of (i) transfer of control, (ii) variable consideration, (iii) allocation of selling price for multiple elements, (iv) intellectual property licenses, (v) time value of money and (vi) contract costs. The standard also expands the required disclosures related to revenue and cash flows from contracts with customers to provide greater insight into both revenue that has been recognized, and revenue that is expected to be recognized in the future from existing contracts. ASU 2014-09 is effective in the first quarter of 2017 and can be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption, with early application not permitted. The Company is currently determining its implementation approach and assessing the impact on the consolidated financial statements.

In April 2014, the FASB issued ASU No. 2014-08, Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity. ASU 2014-08 defines a discontinued operation as a disposal of a component or group of components that is disposed of or is classified as held for sale and "represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results." The standard states that a strategic shift could include a disposal of (i) a major geographical area of operations, (ii) a major line of business, (iii) a major equity method investment, or (iv) other major parts of an entity. Although "major" is not defined, the standard provides examples of when a disposal qualifies as a discontinued operation. An entity is required to present in the statement of cash flows or disclose in a note either (i) total operating and investing cash flows for discontinued operations, or (ii) depreciation, amortization, capital expenditures, and significant operating and investing noncash items related to discontinued operations. Additional disclosures are required when an entity retains significant continuing involvement with a discontinued operation after its disposal, including the amount of cash flows to and from a discontinued operation. ASU 2014-08 is effective in the first quarter of 2015 and early adoption is permitted. The adoption of ASU 2014-08 is not expected to have a material effect on the Company's consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosure About Market Risk.

Fair Value of Debt

Based on the level of interest rates prevailing at December 31, 2014, the fair value of our fixed rate debt of \$1,346,250 was more than its carrying value of \$1,280,907 by \$65,343. The fair value of these financial instruments is estimated based on reference to quoted market prices for these or comparable securities. A hypothetical 100 basis point decrease in interest rates prevailing at December 31, 2014 would increase the estimated fair value of our fixed rate debt by approximately \$51,240 to approximately \$1,397,490.

Managing our Interest Rate Risk

To manage interest rate risk, we enter into interest rate swap contracts from time to time to adjust the amount of total debt that is subject to variable interest rates. Such contracts effectively fix the borrowing rates on floating rate debt to limit the exposure against the risk of rising rates. We do not enter into interest rate swap contracts for speculative or trading purposes and we only enter into interest rate swap contracts with financial institutions that we believe are creditworthy counterparties. We monitor the financial institutions that are counterparties to our interest rate swap contracts and to the extent possible diversify our swap contracts among various counterparties to mitigate exposure to any single financial institution.

As of December 31, 2014, we have \$2,685,566 of debt outstanding (excluding capital leases), of which \$1,404,659 outstanding under the Credit Facility is subject to variable interest rates. A hypothetical 100 basis point increase in interest rates prevailing at December 31, 2014 could increase our annual interest expense by approximately \$14,050.

As of December 31, 2014, we have interest rate swap contracts outstanding with notional amounts aggregating \$519,313. The aggregate fair values of interest rate swap contracts at December 31, 2014 was a liability of \$6,613 (consisting of \$2,388 included in accrued liabilities and \$4,225 in other liabilities). As a result of these transactions, the interest rate paid on approximately 67% of our debt (excluding capital leases) as of December 31, 2014 is effectively fixed (48% being fixed rate obligations and 19% effectively fixed through utilization of these interest rate swap contracts). Cumulative unrealized losses, net of tax on the portion of floating-to-fixed interest rate swaps designated as cash flow hedges was \$(1,756) and is included in accumulated other comprehensive loss. At December 31, 2014, our interest rate swap contracts designated as cash flow hedges were highly effective, in all material respects.

Managing our Foreign Currency Exchange Rate Risk

Historically, our exposure to foreign currency fluctuations had been limited to certain trade receivables from the distribution of our programming in certain territories outside of the U.S. that are denominated in a foreign currency. Following the Chellomedia acquisition, we are exposed to foreign currency risk to the extent that we enter into transactions denominated in currencies other than our subsidiaries' respective functional currencies (non-functional currency risk), such as affiliation agreements, programming contracts, certain trade receivables and accounts payable (including intercompany amounts) that are denominated in a currency other than the applicable functional currency. Changes in exchange rates with respect to amounts recorded in our consolidated balance sheets related to these items will result in unrealized (based upon period-end exchange rates) or realized foreign currency transaction gains and losses upon settlement of the transactions. Moreover, to the extent that our revenue, costs and expenses are denominated in currencies other than our respective functional currencies, we will experience fluctuations in our revenue, costs and expenses solely as a result of changes in foreign currency exchange rates.

To manage foreign currency exchange rate risk, we enter into foreign currency contracts from time to time with financial institutions to limit our exposure to fluctuations in foreign currency exchange rates. We do not enter into foreign currency contracts for speculative or trading purposes.

As of December 31, 2013, cash and cash equivalents included €250,000 and prepaid expense and other current assets included \$2,577 representing the fair value of foreign currency option contracts with notional amounts aggregating €125,000. Prior to their expiration, and in connection with the purchase of Chellomedia on January 31, 2014, the Company settled these foreign currency option contracts with the counterparties resulting in a realized loss of \$1,754 for the year ended December 31, 2014. Such amount is included in miscellaneous, net in the consolidated statement of income.

The Company recognized \$(23,729), \$7,322 and \$(231) of foreign currency transaction (losses) gains for the years ended December 31, 2014, 2013 and 2012, respectively, resulting from the translation of monetary assets and liabilities that are denominated in currencies other than the underlying functional currency of the applicable entity. Unrealized foreign currency transaction gains or losses are computed based on period-end exchange rates and are non-cash in nature until such time as the amounts are settled. Such amount is included in miscellaneous, net in the consolidated statement of income.

As a result of our international expansion over the past year, we expect the exposure to foreign currency fluctuations will have a more significant impact on our financial position and results of operations.

We also are exposed to fluctuations of the U.S. dollar (our reporting currency) against the currencies of our operating subsidiaries when their respective financial statements are translated into U.S. dollars for inclusion in our consolidated financial statements. Cumulative translation adjustments are recorded in accumulated other comprehensive income (loss) as a separate component of equity. Any increase (decrease) in the value of the U.S. dollar against any foreign currency that is the functional currency of one of our operating subsidiaries will cause us to experience unrealized foreign currency translation losses (gains) with respect to amounts already invested in such foreign currencies. Accordingly, we may experience a negative impact on our comprehensive income (loss) and equity with respect to our holdings solely as a result of changes in foreign currency exchange rates.

Item 8. Financial Statements and Supplementary Data.

The Financial Statements required by this Item 8 appear beginning on page 67 of this Annual Report, and are incorporated by reference herein.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

(a) Evaluation of Disclosure Controls and Procedures

An evaluation was carried out under the supervision and with the participation of the Company's management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based upon that evaluation as of December 31, 2014, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective.

(b) Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting, as such term is defined under the Securities Exchange Act of 1934 Rule 13a-15(f). The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of management, including the Company's Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control — Integrated Framework (1992 Framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in Internal Control — Integrated Framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2014.

Management excluded Chellomedia, acquired January 31, 2014, and BBC AMERICA, acquired October 23, 2014, from its assessment of internal control over financial reporting as of December 31, 2014, as permitted by the guidance issued by the Office of the Chief Accountant of the Securities and Exchange Commission. Due to the timing of the acquisitions, management did not assess the effectiveness of internal control over financial reporting. Revenues, net and total assets represented 17% and 15%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2014.

The attestation report of the independent registered public accounting firm on the Company's internal control over financial reporting is included in this report appearing on page F-1.

(c) Attestation Report of Independent Registered Public Accounting Firm

The effectiveness of the Company's internal control over financial reporting as of December 31, 2014 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their attestation report appearing on page F-1.

(d) Changes in Internal Control over Financial Reporting

During the three months ended December 31, 2014, there were no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

Part III

Item 10. Directors, Executive Officers and Corporate Governance.

Information relating to our directors, executive officers and corporate governance will be included in our definitive Proxy Statement for our 2015 Annual Meeting of Stockholders, which will be filed within 120 days of the year ended December 31, 2014 (the "2015 Proxy Statement"), which is incorporated herein by reference.

Item 11. Executive Compensation.

Information relating to executive compensation will be included in the 2015 Proxy Statement, which is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

Information relating to the beneficial ownership of our common stock will be included in the 2015 Proxy Statement, which is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Information relating to certain relationships and related transactions and director independence will be included in the 2015 Proxy Statement, which is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

Information relating to principal accounting fees and services will be included in the 2015 Proxy Statement, which is incorporated herein by reference.

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of the Form 10-K:

The following items are filed as part of this Annual Report:

- (1) The financial statements as indicated in the index set forth on page 67.
- (2) Financial statement schedule:

Schedule II—Valuation and Qualifying Accounts

Schedules other than that listed above have been omitted, since they are either not applicable, not required or the information is included elsewhere herein.

- (3) Exhibits:

The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Annual Report.

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibit
2.1	Distribution Agreement between Cablevision Systems Corporation and AMC Networks Inc. (incorporated by reference to Exhibit 2.1 to the Company's Amendment No. 6 to Registration Statement on Form 10 filed on June 10, 2011).
2.2	Stock Purchase Agreement dated October 28, 2013, by and among AMC Networks Inc., AMC Acquisition Company LLC, AMC Chello Zone Holdings Ltd., AMC Minority Holdings B.V., AMC DMC Holdings B.V., Chellomedia Programming B.V., Chellomedia Programming Financing Holdco II B.V., Chellomedia Direct Programming B.V., United Latin America Programming LLC, LMINT Holdings LLC, LGI Ventures B.V., Chellomedia CEE Holdco B.V. and Liberty Global Inc., the Sellers' Guarantor (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on October 30, 2013).
3.1(i)	Amended and Restated Certificate of Incorporation of AMC Networks Inc. (incorporated by reference to Exhibit 99.4 to the Company's Current Report on Form 8-K filed on July 1, 2011).
3.1(ii)	Amended and Restated By-Laws of AMC Networks Inc. (incorporated by reference to Exhibit 99.5 to the Company's Current Report on Form 8-K filed on July 1, 2011).
4.1	Form of Registration Rights Agreement between AMC Networks Inc. and The Charles F. Dolan Children Trusts (incorporated by reference to Exhibit 3.5 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
4.2	Form of Registration Rights Agreement between AMC Networks Inc. and The Dolan Family Affiliates (incorporated by reference to Exhibit 3.6 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
4.3	Indenture dated as of June 30, 2011, by and among AMC Networks Inc., as Issuer, each of the guarantors party thereto and U.S. Bank National Association, as Trustee, relating to the AMC Networks Inc. 7.75% Senior Notes due July 15, 2021 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on July 1, 2011).
4.4	Registration Rights Agreement, dated as of June 30, 2011, among AMC Networks Inc., the subsidiary guarantors named therein, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as representatives of the several initial purchasers (incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K filed on July 1, 2011).
4.5	Indenture by and among AMC Networks Inc., as Issuer, each of the guarantors party thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 filed on December 10, 2012).
4.6	First Supplemental Indenture dated as of December 17, 2012, by and among AMC Networks Inc., as Issuer, each of the guarantors party thereto and U.S. Bank National Association, as Trustee, relating to the AMC Networks Inc. 4.75% Senior Notes due December 15, 2022 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on December 17, 2012).
10.1	Form of Tax Disaffiliation Agreement between Cablevision Systems Corporation and AMC Networks Inc. (incorporated by reference to Exhibit 10.2 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
10.2	Form of Employee Matters Agreement between Cablevision Systems Corporation and AMC Networks Inc. (incorporated by reference to Exhibit 10.3 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
10.3	Form of Equity Administration Agreement between The Madison Square Garden Company and AMC Networks Inc. (incorporated by reference to Exhibit 10.4 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
10.4	Form of Standstill Agreement by and among AMC Networks Inc. and The Dolan Family Group (incorporated by reference to Exhibit 10.5 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
10.5	AMC Networks Inc. Amended and Restated 2011 Employee Stock Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
10.6	AMC Networks Inc. Amended and Restated 2011 Stock Plan for Non-Employee Directors (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
10.7	AMC Networks Inc. Amended and Restated 2011 Cash Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).

- 10.8 Form of Time Sharing Agreement between Rainbow Media Holdings LLC and CSC Transport, Inc. (incorporated by reference to Exhibit 10.9 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.9 Form of Time Sharing Agreement between Rainbow Media Holdings LLC and Dolan Family Office, LLC (incorporated by reference to Exhibit 10.10 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.10 Form of Aircraft Dry Lease Agreement between Rainbow Media Holdings LLC and New York Aircam Corp. (incorporated by reference to Exhibit 10.11 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.11 Form of Aircraft Management Agreement between Rainbow Media Holdings LLC and CSC Transport, Inc. (incorporated by reference to Exhibit 10.12 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.12 Form of Employment Agreement by and between AMC Networks Inc. and Charles F. Dolan (incorporated by reference to Exhibit 10.13 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.13 Amended and Restated Employment Agreement dated April 24, 2014, between AMC Networks Inc. and Joshua W. Sapan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed April 29, 2014).
- 10.14 Restricted Stock Units Agreement dated April 25, 2014, between AMC Networks Inc. and Joshua W. Sapan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on April 29, 2014).
- 10.15 Employment Agreement by and between AMC Networks Inc. and Edward A. Carroll (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 24, 2013).
- 10.16 Employment Agreement by and between AMC Networks Inc. and Sean S. Sullivan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 18, 2013).
- 10.17 Employment Agreement by and between AMC Networks Inc. and James G. Gallagher (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on March 18, 2013).
- 10.18 Form of AMC Networks Inc. Option Agreement in respect of Cablevision Options granted on and prior to November 8, 2005 (incorporated by reference to Exhibit 10.17 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.19 Form of AMC Networks Inc. Rights Agreement (incorporated by reference to Exhibit 10.18 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.20 Form of AMC Networks Inc. Option Agreement in respect of Vested Cablevision Options granted on June 5, 2006 and October 19, 2006 (incorporated by reference to Exhibit 10.19 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.21 Form of AMC Networks Inc. Option Agreement in respect of Cablevision Options granted on January 20, 2009 (incorporated by reference to Exhibit 10.20 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.22 Form of AMC Networks Inc. Option Agreement in respect of Cablevision Options granted on March 5, 2009 (incorporated by reference to Exhibit 10.21 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.23 Form of AMC Networks Inc. Non-Employee Director Award Agreement (incorporated by reference to Exhibit 10.22 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.24 Form of Letter Agreement from CSC Holdings, LLC to AMC Networks Inc. regarding VOOM Litigation (incorporated by reference to Exhibit 10.25 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.25 Form of Termination Agreement among CSC Holdings, LLC, American Movie Classics Company LLC and WE: Women's Entertainment LLC (incorporated by reference to Exhibit 10.26 to the Company's Amendment No. 5 to Registration Statement on Form 10 filed on June 6, 2011).
- 10.26 Amended and Restated Credit Agreement, dated December 16, 2013 among AMC Networks Inc. and AMC Network Entertainment LLC, as the Initial Borrowers, certain subsidiaries of AMC Networks Inc. named therein, as restricted subsidiaries, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and L/C Issuer, the lenders party thereto and the other financial institutions party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 19, 2013).

10.27	Amendment No 1. to the Amended and Restated Credit Agreement, dated January 29, 2015, among AMC Networks Inc. and AMC Network Entertainment LLC, as the Initial Borrowers, certain subsidiaries of AMC Networks Inc. named therein, as restricted subsidiaries, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and L/C Issuer, the lenders party thereto and the other financial institutions party thereto.
10.28	Form of AMC Networks Inc. Non-Employee Director Agreement (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
*10.29	Confidential Settlement Agreement and Release dated as of October 21, 2012 by and between VOOM HD Holdings LLC, CSC Holdings, LLC, DISH Network L.L.C., and for certain limited purposes, MSG Holdings, L.P., The Madison Square Garden Company and EchoStar Corporation (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2012).
10.30	Form of Performance Award Agreement under the Amended and Restated 2011 Cash Incentive Plan (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013).
10.31	Form of Restricted Stock Units Award Agreement under the Amended and Restated 2011 Employee Stock Plan (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013).
12	Ratio of Earnings to Fixed Charges.
21	Subsidiaries of the Registrant.
23	Consent of Independent Registered Public Accounting Firm.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

* Portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission in accordance with a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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 thereunto duly authorized.

AMC Networks Inc.

Date: February 26, 2015

By: /s/ Sean S. Sullivan

Sean S. Sullivan

Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Joshua W. Sapan and Sean S. Sullivan, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him in his name, place and stead, in any and all capacities, to sign this report, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Joshua W. Sapan</u> Joshua W. Sapan	President and Chief Executive Officer (Principal Executive Officer)	February 26, 2015
<u>/s/ Sean S. Sullivan</u> Sean S. Sullivan	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 26, 2015
<u>/s/ John P. Giraldo</u> John P. Giraldo	Chief Accounting Officer (Principal Accounting Officer)	February 26, 2015
<u>/s/ Charles F. Dolan</u> Charles F. Dolan	Chairman of the Board of Directors	February 26, 2015
<u>/s/ Neil M. Ashe</u> Neil M. Ashe	Director	February 26, 2015
<u>/s/ William J. Bell</u> William J. Bell	Director	February 26, 2015
<u>/s/ James L. Dolan</u> James L. Dolan	Director	February 26, 2015
<u>/s/ Kristin A. Dolan</u> Kristin A. Dolan	Director	February 26, 2015

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Marianne Dolan Weber</u> Marianne Dolan Weber	Director	February 26, 2015
<u>/s/ Patrick F. Dolan</u> Patrick F. Dolan	Director	February 26, 2015
<u>/s/ Thomas C. Dolan</u> Thomas C. Dolan	Director	February 26, 2015
<u>/s/ Jonathan F. Miller</u> Jonathan F. Miller	Director	February 26, 2015
<u>/s/ Alan D. Schwartz</u> Alan D. Schwartz	Director	February 26, 2015
<u>/s/ Brian G. Sweeney</u> Brian G. Sweeney	Director	February 26, 2015
<u>/s/ Leonard Tow</u> Leonard Tow	Director	February 26, 2015
<u>/s/ Carl E. Vogel</u> Carl E. Vogel	Director	February 26, 2015
<u>/s/ Robert C. Wright</u> Robert C. Wright	Director	February 26, 2015

AMC NETWORKS INC. AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Consolidated Financial Statements as of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors

AMC Networks Inc.:

We have audited AMC Networks Inc. and subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework* (1992 Framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). AMC Networks Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting in Item 9A. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, AMC Networks Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework* (1992 Framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

As disclosed in note 3 to the consolidated financial statements, AMC Networks Inc. acquired Chellomedia on January 31, 2014 and New Video Channel America, LLC (New Video) on October 23, 2014, and management has excluded from its assessment of the effectiveness of AMC Networks Inc. and subsidiaries' internal control over financial reporting as of December 31, 2014, these acquired business' internal controls over financial reporting associated with 17% of revenues, net and 15% of total assets of the related consolidated financial statement amounts as of and for the year ended December 31, 2014. Our audit of internal control over financial reporting of AMC Networks Inc. and subsidiaries also excluded an evaluation of the internal control over financial reporting of Chellomedia and New Video.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of AMC Networks Inc. and subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive income, stockholders' deficiency, and cash flows for each of the years in the three-year period ended December 31, 2014, and our report dated February 26, 2015 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

New York, New York

February 26, 2015

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors

AMC Networks Inc.:

We have audited the accompanying consolidated balance sheets of AMC Networks Inc. and subsidiaries (the Company) as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, stockholders' deficiency, and cash flows for each of the years in the three-year period ended December 31, 2014. In connection with our audits of the consolidated financial statements, we also have audited the related financial statement schedule as listed in the index to Item 15. These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of AMC Networks Inc. and subsidiaries as of December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule referred to above, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), AMC Networks Inc.'s internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework* (1992 Framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 26, 2015 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Our report dated February 26, 2015, on the effectiveness of internal control over financial reporting as of December 31, 2014, contains an explanatory paragraph that states AMC Networks Inc. acquired Chellomedia on January 31, 2014 and New Video Channel America, LLC (New Video) on October 23, 2014, and management has excluded from its assessment of the effectiveness of AMC Networks Inc. and subsidiaries' internal control over financial reporting as of December 31, 2014, these acquired business' internal controls over financial reporting associated with 17% of revenues, net and 15% of total assets of the related consolidated financial statement amounts as of and for the year ended December 31, 2014. Our audit of internal control over financial reporting of AMC Networks Inc. and subsidiaries also excluded an evaluation of the internal control over financial reporting of Chellomedia and New Video.

/s/ KPMG LLP

New York, New York

February 26, 2015

AMC NETWORKS INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2014 and 2013
(Dollars in thousands, except per share amounts)

	2014	2013
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 201,367	\$ 521,951
Accounts receivable, trade (less allowance for doubtful accounts of \$4,276 and \$931)	587,193	378,831
Amounts due from related parties, net	4,102	4,774
Current portion of program rights, net	437,302	317,922
Prepaid expenses and other current assets	74,294	65,512
Deferred tax asset, net	24,822	15,668
Total current assets	1,329,080	1,304,658
Property and equipment, net	133,844	71,068
Program rights, net	959,941	853,516
Amounts due from related parties, net	—	2,096
Deferred carriage fees, net	46,737	44,032
Intangible assets, net	590,824	209,552
Goodwill	734,356	76,748
Other assets	181,805	75,019
Total assets	\$ 3,976,587	\$ 2,636,689
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
Current Liabilities:		
Accounts payable	\$ 101,866	\$ 48,126
Accrued liabilities	204,786	131,290
Current portion of program rights obligations	271,199	210,190
Deferred revenue	36,888	23,429
Promissory note payable	40,000	—
Current portion of long-term debt	74,000	—
Current portion of capital lease obligations	2,953	1,718
Total current liabilities	731,692	414,753
Program rights obligations	465,672	449,587
Long-term debt	2,685,566	2,157,183
Capital lease obligations	27,386	12,387
Deferred tax liability, net	128,066	95,275
Other liabilities	85,503	78,755
Total liabilities	4,123,885	3,207,940
Commitments and contingencies		
Redeemable noncontrolling interests	204,611	268
Stockholders' deficiency:		
Class A Common Stock, \$0.01 par value, 360,000,000 shares authorized, 61,762,944 and 61,692,561 shares issued and 60,552,673 and 60,794,114 shares outstanding, respectively	618	617
Class B Common Stock, \$0.01 par value, 90,000,000 shares authorized, 11,484,408 and 11,484,408 shares issued and outstanding, respectively	115	115
Preferred stock, \$0.01 par value, 45,000,000 shares authorized; none issued	—	—
Paid-in capital	100,642	64,731
Accumulated deficit	(341,889)	(602,686)
Treasury stock, at cost (1,210,271 and 898,447 shares Class A Common Stock, respectively)	(51,993)	(29,801)
Accumulated other comprehensive loss	(79,248)	(4,495)
Total AMC Networks stockholders' deficiency	(371,755)	(571,519)
Non-redeemable noncontrolling interests	19,846	—
Total stockholders' deficiency	(351,909)	(571,519)
Total liabilities and stockholders' deficiency	\$ 3,976,587	\$ 2,636,689

See accompanying notes to consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
Years Ended December 31, 2014, 2013 and 2012
(In thousands, except per share amounts)

	2014	2013	2012
Revenues, net (including revenues, net from related parties of \$28,089, \$31,188 and \$32,195, respectively)	\$ 2,175,641	\$ 1,591,858	\$ 1,352,577
Operating expenses:			
Technical and operating (excluding depreciation and amortization shown below and including charges from related parties of \$0, \$324, and \$620, respectively)	983,575	662,233	507,436
Selling, general and administrative (including charges (credits) from related parties of \$3,217, \$2,721 and \$(206), respectively)	560,950	425,735	396,926
Restructuring expense (credit)	15,715	—	(3)
Depreciation and amortization	69,048	54,667	85,380
Litigation settlement gain	—	(132,944)	—
	1,629,288	1,009,691	989,739
Operating income	546,353	582,167	362,838
Other income (expense):			
Interest expense	(130,262)	(115,860)	(127,778)
Interest income	1,433	819	502
Write-off of deferred financing costs	—	(4,007)	(1,862)
Loss on extinguishment of debt	—	(1,087)	(10,774)
Miscellaneous, net	(20,496)	6,969	(652)
	(149,325)	(113,166)	(140,564)
Income from continuing operations before income taxes	397,028	469,001	222,274
Income tax expense	(129,155)	(178,841)	(86,058)
Income from continuing operations	267,873	290,160	136,216
(Loss) income from discontinued operations, net of income taxes	(3,448)	—	314
Net income including noncontrolling interests	264,425	290,160	136,530
Net (income) loss attributable to noncontrolling interests	(3,628)	578	—
Net income attributable to AMC Networks' stockholders	\$ 260,797	\$ 290,738	\$ 136,530
Basic net income per share attributable to AMC Networks' stockholders:			
Income from continuing operations	\$ 3.67	\$ 4.06	\$ 1.94
Loss from discontinued operations	\$ (0.05)	\$ —	\$ —
Net income	\$ 3.62	\$ 4.06	\$ 1.94
Diluted net income per share attributable to AMC Networks' stockholders:			
Income from continuing operations	\$ 3.63	\$ 4.00	\$ 1.89
Loss from discontinued operations	\$ (0.05)	\$ —	\$ —
Net income	\$ 3.58	\$ 4.00	\$ 1.89
Weighted average common shares:			
Basic weighted average common shares	72,000	71,543	70,374
Diluted weighted average common shares	72,854	72,703	72,236

See accompanying notes to consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Years Ended December 31, 2014, 2013 and 2012
(Dollars in thousands)

	2014	2013	2012
Net income including noncontrolling interests	\$ 264,425	\$ 290,160	\$ 136,530
Other comprehensive (loss) income:			
Foreign currency translation adjustment	(74,758)	—	—
Unrealized gain on interest rate swaps	4,320	6,262	5,693
Other comprehensive (loss) income, before income taxes	(70,438)	6,262	5,693
Income tax expense	(4,315)	(2,311)	(2,112)
Other comprehensive (loss) income, net of income taxes	(74,753)	3,951	3,581
Comprehensive income	189,672	294,111	140,111
Comprehensive (income) loss attributable to noncontrolling interests	(1,304)	578	—
Comprehensive income attributable to AMC Networks' stockholders	\$ 188,368	\$ 294,689	\$ 140,111

See accompanying notes to consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIENCY
Years Ended December 31, 2014, 2013 and 2012
(Dollars in thousands)

	Class A Common Stock	Class B Common Stock	Paid-in Capital	Accumulated Deficit	Treasury Stock	Accumulated Other Comprehensive Loss	Total AMC Networks Stockholders' Deficiency	Non-redeemable Noncontrolling Interests	Total Stockholders' Deficiency
Balance, December 31, 2011	\$ 586	\$ 135	\$ 5,942	\$ (1,029,954)	\$ (1,677)	\$ (12,027)	\$ (1,036,995)	\$ —	\$ (1,036,995)
Net income attributable to AMC Networks' stockholders	—	—	—	136,530	—	—	136,530	—	136,530
Other comprehensive income	—	—	—	—	—	3,581	3,581	—	3,581
Non-cash capital distribution, net related to adjustments to liability for uncertain tax positions and net deferred tax assets as a result of the Distribution	—	—	(1,148)	—	—	—	(1,148)	—	(1,148)
Non-cash capital distribution related to the utilization of Cablevision tax losses	—	—	(1,794)	—	—	—	(1,794)	—	(1,794)
Share-based compensation expense	—	—	17,202	—	—	—	17,202	—	17,202
Proceeds from the exercise of stock options	9	—	8,768	—	—	—	8,777	—	8,777
Treasury stock acquired from forfeitures and acquisition of restricted shares	—	—	—	—	(15,989)	—	(15,989)	—	(15,989)
Conversion of Class B to Class A common stock	17	(17)	—	—	—	—	—	—	—
Excess tax benefits on share-based awards	—	—	7,484	—	—	—	7,484	—	7,484
Balance, December 31, 2012	612	118	36,454	(893,424)	(17,666)	(8,446)	(882,352)	—	(882,352)
Net income attributable to AMC Networks' stockholders	—	—	—	290,738	—	—	290,738	—	290,738
Net loss attributable to noncontrolling interests	—	—	—	—	—	—	—	—	—
Issuance of members' interest by subsidiary, net	—	—	1,246	—	—	—	1,246	—	1,246
Other comprehensive income	—	—	—	—	—	3,951	3,951	—	3,951
Share-based compensation expense	—	—	20,299	—	—	—	20,299	—	20,299
Proceeds from the exercise of stock options	2	—	1,757	—	—	—	1,759	—	1,759
Treasury stock acquired from forfeitures and acquisition of restricted shares (see Note 17)	—	—	—	—	(12,135)	—	(12,135)	—	(12,135)
Conversion of Class B to Class A common stock	3	(3)	—	—	—	—	—	—	—
Excess tax benefits on share-based awards	—	—	4,975	—	—	—	4,975	—	4,975
Balance, December 31, 2013	\$ 617	\$ 115	\$ 64,731	\$ (602,686)	\$(29,801)	\$ (4,495)	\$ (571,519)	\$ —	\$ (571,519)

	Class A Common Stock	Class B Common Stock	Paid-in Capital	Accumulated Deficit	Treasury Stock	Accumulated Other Comprehensive Loss	Total AMC Networks Stockholders' Deficiency	Non-redeemable Noncontrolling Interests	Total Stockholders' Deficiency
Balance, December 31, 2013	\$ 617	\$ 115	\$ 64,731	\$ (602,686)	\$(29,801)	\$ (4,495)	\$ (571,519)	\$ —	\$ (571,519)
Net income attributable to AMC Networks' stockholders	—	—	—	260,797	—	—	260,797	—	260,797
Non-redeemable noncontrolling interests acquired	—	—	—	—	—	—	—	22,038	22,038
Non-redeemable net loss attributable to noncontrolling interests	—	—	—	—	—	—	—	(703)	(703)
Contribution from noncontrolling member	—	—	—	—	—	—	—	835	835
Adjustment to issuance of members' interest by subsidiary, net	—	—	(312)	—	—	—	(312)	—	(312)
Other comprehensive income	—	—	—	—	—	(74,753)	(74,753)	(2,324)	(77,077)
Share-based compensation expense	—	—	28,363	—	—	—	28,363	—	28,363
Proceeds from the exercise of stock options	1	—	1,102	—	—	—	1,103	—	1,103
Treasury stock acquired from forfeitures and acquisition of restricted shares (see Note 17)	—	—	—	—	(22,192)	—	(22,192)	—	(22,192)
Restricted stock units converted to shares	—	—	(40)	—	—	—	(40)	—	(40)
Excess tax benefits on share-based awards	—	—	6,798	—	—	—	6,798	—	6,798
Balance, December 31, 2014	<u>\$ 618</u>	<u>\$ 115</u>	<u>\$ 100,642</u>	<u>\$ (341,889)</u>	<u>\$(51,993)</u>	<u>\$ (79,248)</u>	<u>\$ (371,755)</u>	<u>\$ 19,846</u>	<u>\$ (351,909)</u>

See accompanying notes to consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2014, 2013 and 2012
(Dollars in thousands)

	2014	2013	2012
Cash flows from operating activities:			
Net income including noncontrolling interests	\$ 264,425	\$ 290,160	\$ 136,530
Loss (income) from discontinued operations	3,448	—	(314)
Adjustments to reconcile income from continuing operations to net cash provided by (used in) operating activities:			
Depreciation and amortization	69,048	54,667	85,380
Share-based compensation expense related to equity classified awards	28,363	20,299	17,202
Amortization and write-off of program rights	629,846	497,608	355,477
Amortization of deferred carriage fees	11,362	10,590	9,211
Unrealized foreign currency transaction loss (gain)	23,292	(6,543)	—
Unrealized (gain) loss on derivative contracts, net	(1,780)	(4,313)	8,739
Amortization and write-off of deferred financing costs and discounts on indebtedness	8,676	11,124	10,406
Loss on extinguishment of debt	—	1,087	10,774
Provision for (recovery of) doubtful accounts	1,028	1,440	(1,265)
Deferred income taxes	1,207	171,504	(88,514)
Excess tax benefits from share-based compensation arrangements	(6,798)	(4,975)	(7,484)
Gain on sale of investment	(4,789)	—	—
Other, net	3,914	(1,452)	(100)
Changes in assets and liabilities:			
Accounts receivable, trade	(72,984)	(80,083)	(11,717)
Amounts due from/to related parties, net	2,768	2,033	(6,001)
Prepaid expenses and other assets	(3,869)	(52,836)	(24,842)
Program rights and obligations, net	(690,237)	(517,343)	(412,493)
Income taxes payable	24,140	(111,881)	116,740
Deferred revenue and deferred litigation settlement proceeds	10,293	(337,700)	337,207
Deferred carriage fees, net	(13,063)	(10,638)	(3,894)
Accounts payable, accrued expenses and other liabilities	87,472	17,789	38,090
Net cash provided by (used in) operating activities	<u>375,762</u>	<u>(49,463)</u>	<u>569,132</u>
Cash flows from investing activities:			
Capital expenditures	(39,739)	(24,303)	(18,557)
Payments for acquisitions, net of cash acquired	(1,184,587)	—	(185)
Purchases of investments	(5,375)	(2,500)	(750)
Proceeds from sale of equipment, net of costs of disposal	—	—	100
Proceeds from insurance settlements	654	657	—
Proceeds from the sale of an investment	5,837	—	—
Net cash used in investing activities	<u>(1,223,210)</u>	<u>(26,146)</u>	<u>(19,392)</u>
Cash flows from financing activities:			
Repayment of long-term debt	—	(880,000)	(742,025)
Proceeds from the issuance of long-term debt	600,000	880,000	589,500
Payments for financing costs	(9,266)	(12,994)	(1,421)
Deemed repurchase of restricted stock	(22,192)	(12,135)	(15,989)
Proceeds from stock option exercises	1,103	1,759	8,777
Excess tax benefits from share-based compensation arrangements	6,798	4,975	7,484
Principal payments on capital lease obligations	(2,401)	(1,558)	(1,413)
Contributions from noncontrolling interest member	835	—	—
Net cash provided by (used in) financing activities	<u>574,877</u>	<u>(19,953)</u>	<u>(155,087)</u>
Net (decrease) increase in cash and cash equivalents from continuing operations	<u>(272,571)</u>	<u>(95,562)</u>	<u>394,653</u>
Cash flows from discontinued operations:			
Net cash used in operating activities	(2,955)	—	(82)
Net cash provided by investing activities	—	—	563
Net (decrease) increase in cash and cash equivalents from discontinued operations	<u>(2,955)</u>	<u>—</u>	<u>481</u>
Effect of exchange rate changes on cash and cash equivalents	(45,058)	6,543	—
Cash and cash equivalents at beginning of year	521,951	610,970	215,836
Cash and cash equivalents at end of year	<u>\$ 201,367</u>	<u>\$ 521,951</u>	<u>\$ 610,970</u>

See accompanying notes to consolidated financial statements.

Note 1. Description of Business and Basis of Presentation

Description of Business

AMC Networks Inc. (“AMC Networks”) and collectively with its subsidiaries (the “Company”) own and operate entertainment businesses and assets. The Company is comprised of two operating segments:

- *National Networks:* Principally includes five nationally distributed programming networks: AMC, WE tv, BBC AMERICA, IFC and SundanceTV. These programming networks are distributed throughout the United States (“U.S.”) via cable and other multichannel video programming distribution platforms, including direct broadcast satellite (“DBS”) and platforms operated by telecommunications providers (we refer collectively to these cable and other multichannel video programming distributors as “multichannel video programming distributors” or “distributors”). AMC, IFC and SundanceTV are also distributed in Canada. The National Networks operating segment also includes AMC Networks Broadcasting & Technology, which primarily services most of the nationally distributed programming networks of the Company.
- *International and Other:* Principally includes AMC Networks International (formerly Chellomedia and AMC/Sundance Channel Global), the Company’s international programming businesses consisting of a portfolio of channels in Europe, Latin America, the Middle East and parts of Asia and Africa; IFC Films, the Company’s independent film distribution business; AMC Networks International - DMC (formerly Chello DMC), the broadcast solutions unit of certain networks of AMC Networks International and third party networks; and various developing on-line content distribution initiatives.

Basis of Presentation

Principles of Consolidation

The consolidated financial statements include the accounts of AMC Networks, its majority-owned or controlled subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

Investments in business entities in which the Company lacks control but does have the ability to exercise significant influence over operating and financial policies are accounted for using the equity method.

Use of Estimates

These consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates. Significant estimates and judgments inherent in the preparation of the consolidated financial statements include the valuation of acquisition-related assets and liabilities, the useful lives and methodologies used to amortize and assess recoverability of program rights, the estimated useful lives of intangible assets, valuation and recoverability of goodwill and intangible assets and income taxes.

Reclassifications

Certain reclassifications were made to the prior period amounts to conform to the current period presentation.

Note 2. Summary of Significant Accounting Policies

Revenue Recognition

Revenue is recognized when persuasive evidence of a sales arrangement exists, delivery occurs or services are rendered, the sales price is fixed or determinable and collectability is reasonably assured. Revenue recognition for each source of the Company’s revenue is based on the following policies:

Distribution

The Company recognizes revenue from distributors that carry the Company’s programming services under multi-year contracts, commonly referred to as “affiliation agreements.” The programming services are delivered throughout the terms of the agreements and the Company recognizes revenue as programming is provided. Revenue from the licensing of original programming for digital and foreign distribution is recognized upon availability or distribution by the licensee. Revenue from video-on-demand and similar pay-per-view arrangements is recognized as programming is exhibited based on end-customer purchases as reported by the distributor. Revenue derived from other sources is recognized when delivery occurs or the services are rendered.

Advertising

Advertising revenues are recognized when commercials are aired. In most advertising sales arrangements, the Company's programming businesses guarantee specified viewer ratings for their programming. For these types of transactions, a portion of such revenue is deferred if the guaranteed viewer ratings are not met and is subsequently recognized either when the Company provides the required additional advertising time, the guarantee obligation contractually expires or performance requirements become remote.

Multiple-Element Transactions

For multiple-deliverable revenue arrangements, the Company uses the relative selling price method to allocate the arrangement consideration. Under the relative selling price method, the Company determines its best estimate of selling price in a manner consistent with that used to determine the price to sell the deliverable on a stand-alone basis. For multiple-element deliverable arrangements that include elements other than revenue, if there is objective and reliable evidence of fair value for all elements of accounting, the arrangement consideration is allocated to the separate elements of accounting based on relative fair values. There may be cases in which there is objective and reliable evidence of fair value of undelivered items in an arrangement but no such evidence for the delivered items. In those cases, the total fair value of the undelivered elements, as indicated by vendor-specific objective evidence, is deferred and the remainder of the arrangement consideration is allocated to the delivered elements.

Technical and Operating Expenses

Costs of revenues, including but not limited to programming expense, primarily consisting of amortization and impairments or write-offs of programming rights, such as those for original programming, feature films and licensed series, participation and residual costs, distribution and production related costs and program operating costs, such as origination, transmission, uplinking and encryption, are classified as technical and operating expenses in the consolidated statements of income.

Advertising and Distribution Expenses

Advertising costs are charged to expense when incurred and are recorded to selling, general and administrative expenses in the consolidated statements of income. Advertising costs were \$178,068, \$150,734 and \$154,371 for the years ended December 31, 2014, 2013, and 2012, respectively. Marketing, distribution and general and administrative costs related to the exploitation of owned original programming are expensed as incurred and are recorded to selling, general and administrative expenses in the consolidated statements of income.

Share-Based Compensation

The Company measures the cost of employee services received in exchange for an award of equity-based instruments based on the grant date fair value of the portion of awards that are ultimately expected to vest. The cost is recognized in earnings over the period during which an employee is required to provide service in exchange for the award using a straight-line amortization method, except for restricted stock units granted to non-employee directors which vest 100%, and are expensed, at the date of grant. Share-based compensation expense is included in selling, general and administrative expenses in the consolidated statements of income.

Foreign Currency

The reporting currency of the Company is the U.S. dollar. The functional currency of most of the Company's international subsidiaries is the local currency. Assets and liabilities, including intercompany balances for which settlement is anticipated in the foreseeable future, are translated at exchange rates in effect at the balance sheet date. Foreign currency equity balances are translated at historical rates. Revenues and expenses denominated in foreign currencies are translated at average exchange rates for the respective periods. Foreign currency translation adjustments are recorded in accumulated other comprehensive loss in the consolidated statements of stockholders' deficiency.

Transactions denominated in currencies other than subsidiaries' functional currencies are recorded based on exchange rates at the time such transactions arise. Changes in exchange rates with respect to amounts recorded in the consolidated balance sheets related to these items will result in unrealized foreign currency transaction gains and losses based upon period-end exchange rates. The Company also records realized foreign currency transaction gains and losses upon settlement of the transactions. The Company recognized \$(23,729), \$7,322 and \$(231) of realized and unrealized foreign currency transaction (losses) gains for the years ended December 31, 2014, 2013 and 2012, respectively, which are included in miscellaneous, net in the consolidated statements of income.

Cash and Cash Equivalents

The Company's cash investments are placed with money market funds and financial institutions that are investment grade as rated by Standard & Poor's and Moody's Investors Service. The Company selects money market funds that predominantly

invest in marketable, direct obligations issued or guaranteed by the U.S. government or its agencies, commercial paper, fully collateralized repurchase agreements, certificates of deposit, and time deposits.

The Company considers the balance of its investment in funds that substantially hold securities that mature within three months or less from the date the fund purchases these securities to be cash equivalents. The carrying amount of cash and cash equivalents either approximates fair value due to the short-term maturity of these instruments or are at fair value.

Accounts Receivable, Trade

The Company periodically assesses the adequacy of valuation allowances for uncollectible accounts receivable by evaluating the collectability of outstanding receivables and general factors such as length of time individual receivables are past due, historical collection experience, and the economic and competitive environment. As of December 31, 2014 and 2013, the Company had \$58,664 and \$48,380, respectively, of accounts receivable due in excess of one-year, which are included in other assets in the consolidated balance sheets.

Program Rights

Rights to programming, including feature films and episodic series, acquired under license agreements are stated at the lower of amortized cost or net realizable value. Such licensed rights along with the related obligations are recorded at the contract value when a license agreement is executed, unless there is uncertainty with respect to either cost, acceptability or availability. If such uncertainty exists, those rights and obligations are recorded at the earlier of when the uncertainty is resolved or the license period begins. Costs are amortized to technical and operating expense on a straight-line basis over a period not to exceed the respective license periods.

The Company's owned original programming is primarily produced by production companies, with the remainder produced by the Company. Owned original programming costs, including estimated participation and residual costs, qualifying for capitalization as program rights are amortized to technical and operating expense over their estimated useful lives, commencing upon the first airing, based on attributable revenue for airings to date as a percentage of total projected attributable revenue, or ultimate revenue (film-forecast-computation method). Projected attributable revenue is based on previously generated revenues for similar content in established markets, primarily consisting of distribution and advertising revenues, and projected program usage. Projected program usage is based on the Company's current expectation of future exhibitions taking into account historical usage of similar content. Projected attributable revenue can change based upon programming market acceptance, levels of distribution and advertising revenue and decisions regarding planned program usage. These calculations require management to make assumptions and to apply judgment regarding revenue and planned usage. Accordingly, the Company periodically reviews revenue estimates and planned usage and revises its assumptions if necessary, which could impact the timing of amortization expense or result in a write-down to net realizable value.

The Company periodically reviews the programming usefulness of its licensed and owned original program rights based on a series of factors, including expected future revenue generation from airings on the Company's networks and other exploitation opportunities, ratings, type and quality of program material, standards and practices, and fitness for exhibition through various forms of distribution. If it is determined that film or other program rights have no future programming usefulness, a write-off of the unamortized cost is recorded in technical and operating expense. See Note 6 for further discussion regarding program rights write-offs.

Long-Lived Assets and Amortizable Intangible Assets

Property and equipment are carried at cost. Equipment under capital leases is recorded at the present value of the total minimum lease payments. Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets or, with respect to equipment under capital leases and leasehold improvements, amortized over the shorter of the lease term or the assets' useful lives and reported in depreciation and amortization in the consolidated statements of income.

Amortizable intangible assets established in connection with business combinations primarily consist of affiliate and customer relationships, advertiser relationships and tradenames. Amortizable intangible assets are amortized on a straight-line basis over their respective estimated useful lives.

The Company reviews its long-lived assets (property and equipment, and intangible assets subject to amortization that arose from acquisitions) for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the expected cash flows, undiscounted and without interest, is less than the carrying amount of the asset, an impairment loss is recognized as the amount by which the carrying amount of the asset exceeds its fair value.

Goodwill and Indefinite-Lived Intangible Assets

During the fourth quarter of 2014, the Company changed the timing of its annual goodwill impairment testing date from February 28 to December 1. This change was made to better align the Company's annual impairment testing procedures with the Company's budget and planning process and with our year-end financial reporting. We have determined that this accounting change is preferable.

Goodwill

Goodwill and identifiable intangible assets that have indefinite useful lives are not amortized, but instead are tested annually for impairment and upon the occurrence of certain events or substantive changes in circumstances.

The annual goodwill impairment test allows for the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. An entity may choose to perform the qualitative assessment on none, some or all of its reporting units or an entity may bypass the qualitative assessment for any reporting unit and proceed directly to step one of the quantitative impairment test. If it is determined, on the basis of qualitative factors, that the fair value of a reporting unit is, more likely than not, less than its carrying value, the quantitative impairment test is required. The quantitative impairment test is a two-step process. The first step compares the carrying amount of a reporting unit, including goodwill, with its fair value utilizing an enterprise-value based approach. If the carrying amount of a reporting unit exceeds its fair value, the second step of the goodwill impairment test is performed to measure the amount of the goodwill impairment loss, if any. The second step compares the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit's goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to that excess. The implied fair value of goodwill is determined in the same manner as the amount of goodwill that would be recognized in a business combination.

Indefinite-Lived Intangible Assets

Indefinite-lived intangible assets established in connection with business combinations primarily consist of trademarks. The impairment test for identifiable indefinite-lived intangible assets consists of a comparison of the estimated fair value of the intangible asset with its carrying value. If the carrying value exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

Deferred Carriage Fees

Deferred carriage fees represent amounts principally paid to multichannel video distributors to obtain additional subscribers and/or guarantee carriage of certain programming services and are amortized as a reduction of revenue over the period of the related affiliation arrangement (up to 13 years).

Derivative Financial Instruments

The Company's derivative financial instruments are recorded as either assets or liabilities in the consolidated balance sheet based on their fair values. The Company's embedded derivative financial instruments which are clearly and closely related to the host contracts are not accounted for on a stand-alone basis. Changes in the fair values are reported in earnings or other comprehensive income depending on the use of the derivative and whether it qualifies for hedge accounting. Derivative instruments are designated and accounted for as either a hedge of a recognized asset or liability (fair value hedge) or a hedge of a forecasted transaction (cash flow hedge). For derivatives not designated as hedges, changes in fair values are recognized in earnings and included in interest expense, for interest rate swap contracts and miscellaneous, net, for foreign currency contracts. For derivatives designated as effective cash flow hedges, changes in fair values are recognized in other comprehensive income (loss). Changes in fair values related to fair value hedges as well as the ineffective portion of cash flow hedges are recognized in earnings. Changes in the fair value of the underlying hedged item of a fair value hedge are also recognized in earnings. See Note 12 for a further discussion of the Company's derivative financial instruments.

Income Taxes

The Company's provision for income taxes is based on current period income, changes in deferred tax assets and liabilities and estimates with regard to the liability for unrecognized tax benefits resulting from uncertain tax positions. Deferred tax assets are evaluated quarterly for expected future realization and reduced by a valuation allowance to the extent management believes it is more likely than not that a portion will not be realized. The Company provides deferred taxes for the outside basis difference for its investment in partnerships. Interest and penalties, if any, associated with uncertain tax positions are included in income tax expense.

Commitments and Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the contingency can be reasonably estimated.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash and cash equivalents and trade accounts receivable. Cash is invested in money market funds and bank time deposits. The Company monitors the financial institutions and money market funds where it invests its cash and cash equivalents with diversification among counterparties to mitigate exposure to any single financial institution. The Company's emphasis is primarily on safety of principal and liquidity and secondarily on maximizing the yield on its investments. As of December 31, 2014, one customer accounted for 15% of the combined balances of consolidated accounts receivable, trade and receivables due in excess of one-year (included in other assets).

Redeemable Noncontrolling Interests

Noncontrolling interest with redemption features, such as put options, that are not solely within the Company's control are considered redeemable noncontrolling interests. Redeemable noncontrolling interests are considered to be temporary equity and are reported in the mezzanine section between total liabilities and stockholders' deficiency in the Company's consolidated balance sheet at the greater of the initial carrying amount, increased or decreased for the noncontrolling interest's share of net income or loss, or its redemption value.

Net Income per Share

The consolidated statements of income present basic and diluted net income per share ("EPS"). Basic EPS is based upon net income divided by the weighted-average number of common shares outstanding during the period. Diluted EPS reflects the dilutive effects of AMC Networks stock options (including those held by directors and employees of related parties of the Company) and AMC Networks restricted shares/units (including those held by employees of related parties of the Company).

The following is a reconciliation between basic and diluted weighted average shares outstanding:

	Years Ended December 31,		
	2014	2013	2012
Basic weighted average shares outstanding	72,000,000	71,543,000	70,374,000
Effect of dilution:			
Stock options	225,000	286,000	783,000
Restricted shares/units	629,000	874,000	1,079,000
Diluted weighted average shares outstanding	72,854,000	72,703,000	72,236,000

Common Stock of AMC Networks

Each holder of AMC Networks Class A Common Stock has one vote per share while holders of AMC Networks Class B Common Stock have ten votes per share. AMC Networks Class B shares can be converted to AMC Networks Class A Common Stock at anytime with a conversion ratio of one AMC Networks Class A common share for one AMC Networks Class B common share. The AMC Networks Class A stockholders are entitled to elect 25% of the Company's Board of Directors. AMC Networks Class B stockholders have the right to elect the remaining members of the Company's Board of Directors. In addition, AMC Networks Class B stockholders are parties to an agreement which has the effect of causing the voting power of these AMC Networks Class B stockholders to be cast as a block.

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

	Shares Outstanding	
	Class A Common Stock	Class B Common Stock
Balance at December 31, 2011	58,434,704	13,534,408
Conversion of Class B common stock to Class A common stock	1,750,000	(1,750,000)
Employee and non-employee director stock transactions*	406,326	—
Balance at December 31, 2012	60,591,030	11,784,408
Conversion of Class B common stock to Class A common stock	300,000	(300,000)
Employee and non-employee director stock transactions*	(96,916)	—
Balance at December 31, 2013	60,794,114	11,484,408
Employee and non-employee director stock transactions*	(241,441)	—
Balance at December 31, 2014	60,552,673	11,484,408

*Reflects common stock activity in connection with employee stock option exercises and restricted shares granted to employees, as well as in connection with the fulfillment of employees' statutory tax withholding obligations for applicable income and other employment taxes and forfeited employee restricted shares.

Recently Issued Accounting Pronouncements

In June 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-12, Compensation-Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period. ASU 2014-12 clarifies that entities should treat performance targets that can be met after the requisite service period of a share-based payment award as performance conditions that affect vesting. Therefore, an entity would not record compensation expense (measured as of the grant date without taking into account the effect of the performance target) related to an award for which transfer to the employee is contingent on the entity's satisfaction of a performance target until it becomes probable that the performance target will be met. No new disclosures are required. ASU 2014-12 is effective in the first quarter of 2015 and early adoption is permitted. The adoption of ASU 2014-12 is not expected to have a material effect on the Company's consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606). ASU 2014-09 provides new guidance related to how an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard requires an evaluation of (i) transfer of control, (ii) variable consideration, (iii) allocation of selling price for multiple elements, (iv) intellectual property licenses, (v) time value of money and (vi) contract costs. The standard also expands the required disclosures related to revenue and cash flows from contracts with customers to provide greater insight into both revenue that has been recognized, and revenue that is expected to be recognized in the future from existing contracts. ASU 2014-09 is effective in the first quarter of 2017 and can be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption, with early application not permitted. The Company is currently determining its implementation approach and assessing the impact on the consolidated financial statements.

In April 2014, the FASB issued ASU No. 2014-08, Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity. ASU 2014-08 defines a discontinued operation as a disposal of a component or group of components that is disposed of or is classified as held for sale and "represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results." The standard states that a strategic shift could include a disposal of (i) a major geographical area of operations, (ii) a major line of business, (iii) a major equity method investment, or (iv) other major parts of an entity. Although "major" is not defined, the standard provides examples of when a disposal qualifies as a discontinued operation. An entity is required to present in the statement of cash flows or disclose in a note either (i) total operating and investing cash flows for discontinued operations, or (ii) depreciation, amortization, capital expenditures, and significant operating and investing noncash items related to discontinued operations. Additional disclosures are required when an entity retains significant continuing involvement with a discontinued operation after its disposal, including the amount of cash flows to and from a discontinued operation. ASU 2014-08 is effective in the first quarter of 2015 and early adoption is permitted. The adoption of ASU 2014-08 is not expected to have a material effect on the Company's consolidated financial statements.

Note 3. Acquisitions

BBC AMERICA

On October 23, 2014, the Company, through a wholly-owned subsidiary, AMC New Video Holdings LLC ("AMC New Video"), entered into a membership interest purchase agreement (the "Purchase Agreement") with BBC Worldwide Americas, Inc. ("BBCWA"), pursuant to which, AMC New Video acquired 49.9% of the limited liability company interests of New Video Channel America, L.L.C. ("New Video"), that owns the cable channel BBC AMERICA (the "Transaction"), for a purchase price of \$200,000 (the "Purchase Price"). The Company funded the Purchase Price with cash on hand and a \$40,000 promissory note payable on April 23, 2015. The Purchase Price is subject to working capital and other adjustments. In addition to the Purchase Agreement, AMC New Video entered into a Second Amended and Restated Limited Liability Company Agreement with BBCWA and one of its affiliates (the "Joint Venture Agreement") that sets forth certain rights and obligations of the parties, including certain put rights. The Company has operational control of New Video and the BBC AMERICA channel. The joint venture's results are consolidated in the financial results of AMC Networks from the date of closing and included in the National Networks operating segment. The Company views this joint venture as an important addition to its overall channel portfolio and programming content strategy.

The Company accounted for the acquisition of New Video using the acquisition method of accounting. The acquisition method of accounting requires, among other things, that the assets acquired and liabilities assumed in a business combination be measured at their estimated respective fair values as of the closing date of the acquisition. Goodwill recognized in connection with this transaction represents primarily the potential economic benefits that the Company believes may arise from the acquisition. The goodwill associated with the New Video acquisition is generally deductible for tax purposes.

The acquisition accounting for New Video as reflected in these consolidated financial statements is preliminary and based on current estimates and currently available information, and is subject to revision based on final determinations of fair value and final allocations of purchase price to the identifiable assets and liabilities acquired. The primary estimated fair values that are not yet finalized relate to the valuation of program rights and related obligations, intangible assets, other assets, accrued liabilities, and redeemable noncontrolling interests.

The following table summarizes the preliminary valuation of the tangible and identifiable intangible assets acquired and liabilities assumed.

Cash, net of cash acquired	\$ 159,889
Promissory note	40,000
Total consideration transferred	199,889
Redeemable noncontrolling interest	200,000
	<u>\$ 399,889</u>
<i>Preliminary allocation:</i>	
Prepaid expenses and other current assets	621
Accounts receivable, trade	32,424
Program rights	68,955
Deferred carriage fees	567
Property and equipment	111
Intangible assets	112,435
Other assets	46,000
Accounts payable and accrued liabilities	(5,322)
Program rights obligations	(28,572)
Deferred revenue	(3,378)
Other liabilities	(323)
Fair value of net assets acquired	223,518
Goodwill	176,371
	<u>\$ 399,889</u>

Chellomedia

On January 31, 2014, certain subsidiaries of AMC Networks purchased substantially all of Chellomedia (a combination of certain programming and content distribution subsidiaries and assets purchased from Liberty Global plc) for a purchase price of €750 million (approximately \$1.035 billion). AMC Networks funded the purchase price with cash on hand and also borrowed an additional \$600 million under its Term Loan A Facility (see Note 10).

The acquisition provides AMC Networks with television channels that are distributed to more than 390 million subscribers in over 130 countries and span a wide range of programming genres, most notably movie and entertainment networks. The acquisition is included in the International and Other segment. The Company views this acquisition as an important part of its long-term strategy of expanding the Company's business internationally.

The Company accounted for the acquisition of Chellomedia using the acquisition method of accounting, whereby the total purchase price was allocated to the acquired identifiable net assets of Chellomedia based on assessments of their estimated respective fair values, and the excess of the purchase price over the fair values of these identifiable net assets was allocated to goodwill and represents primarily the potential economic benefits that the Company believes may arise from its international expansion strategy. The goodwill associated with the Chellomedia acquisition is generally not deductible for tax purposes.

The following table summarizes the allocation of the purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed. The excess of the purchase price over those fair values was allocated to goodwill.

Consideration Transferred:

Cash, net of cash acquired	\$ 996,586
<i>Preliminary purchase price allocation:</i>	
Accounts receivable, trade	125,683
Program rights	93,505
Prepaid expenses and other current assets	27,634
Deferred tax asset, net	23,240
Property and equipment	42,853
Intangible assets	294,949
Assets held for sale	18,603
Other assets	31,385
Accounts payable	(21,627)
Accrued liabilities	(43,652)
Program rights obligations	(31,984)
Deferred tax liability, net	(24,590)
Liabilities held for sale	(18,130)
Other liabilities	(13,993)
Noncontrolling interests acquired	(22,038)
Fair value of net assets acquired	481,838
Goodwill	514,748
	<u>\$ 996,586</u>

Unaudited Pro forma financial information

The following unaudited pro forma financial information is based on (i) the historical consolidated financial statements of AMC Networks, (ii) the historical financial statements of New Video and (iii) the historical combined financial statements of Chellomedia and is intended to provide information about how the acquisitions and related financing may have affected the Company's historical consolidated financial statements if they had occurred as of January 1, 2013. The unaudited pro forma information has been prepared for comparative purposes only and includes adjustments for additional interest expense associated with the terms of the Company's amended and restated credit agreement (see Note 10), estimated additional depreciation and amortization expense as a result of tangible and identifiable intangible assets acquired, and the reclassification of the operating results of the Atmedia business to discontinued operations (see Note 4). The pro forma information is not necessarily indicative of the results of operations that would have been achieved had the acquisition taken place on the date indicated or that may result in the future.

AMC NETWORKS INC. AND SUBSIDIARIES
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(Dollars in thousands, except per share amounts)

**Unaudited Pro Forma Financial Information for the
Year Ended December 31,**

	2014	2013
Revenues, net	\$ 2,337,409	\$ 2,109,355
Income from continuing operations, net of income taxes	\$ 280,869	\$ 311,328
Net income per share, basic	\$ 3.90	\$ 4.35
Net income per share, diluted	\$ 3.86	\$ 4.28

Revenues, net and operating income attributable to Chellomedia of \$348,836 and \$24,677, respectively (excluding the discontinued operations of Chellomedia's advertising sales unit, Atmedia), are included in the consolidated statement of income from the acquisition date, January 31, 2014 to December 31, 2014. Acquisition related costs of \$13,978 (of which, \$1,853 are included in the operating results of Chellomedia from the acquisition date, January 31, 2014 to December 31, 2014) were incurred during the year ended December 31, 2014 and are included in selling, general and administrative expense. Revenues, net and operating income attributable to New Video included in the consolidated income statement from the acquisition date, October 23, 2014, to December 31, 2014 were not material.

Other Acquisitions

During the three months ended September 2014, a subsidiary of AMC Networks acquired the shares of a small international channel for a purchase price of €21 million (approximately \$28,600). The acquisition is included in the International and Other segment and builds on the Company's international expansion strategy.

The allocation of the purchase price to the acquired net assets consisted primarily of affiliate relationships intangible assets, accounts receivable and deferred tax liabilities. The estimated goodwill associated with the acquisition of \$6,478 is generally not deductible for tax purposes. The allocation of the purchase price to the acquired identifiable net assets is preliminary and subject to revision.

Pro forma financial information related to the acquisition is not provided as its impact was not material to our consolidated financial statements.

Note 4. Discontinued Operations

In connection with the acquisition of Chellomedia (see Note 3), management committed to a plan to dispose of the operations of Chellomedia's advertising sales unit, Atmedia, which was completed in September 2014.

The operating results of discontinued operations from the acquisition date, January 31, 2014 to December 31, 2014 are summarized below:

	Year Ended December 31, 2014
Revenues, net	\$ 22,288
Loss before income taxes	(2,637)
Income tax expense	(811)
Loss from discontinued operations	\$ (3,448)

In 2012, discontinued operations reflects income recorded under the installment sales method relating to the sale of the Company's ownership interests in the Lifeskool and Sportskool video-on-demand services in 2008.

Note 5. Restructuring

The restructuring expense of \$15,715 primarily represents severance charges incurred related to employee terminations and other exit costs associated with the elimination of certain positions across the Company. The Company expects that the restructuring plan will be substantially completed during 2015 and the majority of severance and other costs will be paid in 2015.

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The following table summarizes the restructuring expense recognized by operating segment:

	Year Ended December 31, 2014
National Networks	\$ 3,664
International & Other	12,051
Total restructuring expense	\$ 15,715

The following table summarizes the accrued restructuring costs:

	Severance and Employee- Related Costs	Other Exit Costs	Total
Balance at December 31, 2013	\$ —	\$ —	\$ —
Charges incurred	9,721	5,994	15,715
Cash payments	(3,322)	(1,433)	(4,755)
Non-cash adjustments	—	(3,703)	(3,703)
Currency translation	126	27	153
Balance at December 31, 2014	<u>\$ 6,525</u>	<u>\$ 885</u>	<u>\$ 7,410</u>

Accrued liabilities for restructuring costs of \$7,214 and \$196 are included in accrued liabilities and other liabilities, respectively in the consolidated balance sheet at December 31, 2014.

Note 6. Program Rights and Obligations

Program Rights

Owned original program rights, net of \$141,955 at December 31, 2014 is included as a component of long-term program rights, net in the consolidated balance sheet. The Company estimates that approximately 94% of unamortized owned original programming costs, as of December 31, 2014, will be amortized within the next three years. The Company expects to amortize approximately \$88,000 of unamortized owned original programming costs during the next twelve months. Program rights write-offs of \$44,204, \$61,005 and \$9,990 were recorded for the years ended December 31, 2014, 2013 and 2012, respectively.

Program Rights Obligations

Amounts payable subsequent to December 31, 2014 related to program rights obligations included in the consolidated balance sheet are as follows:

<u>Years Ending December 31,</u>	
2015	\$ 271,199
2016	176,433
2017	116,866
2018	70,003
2019	64,540
Thereafter	37,830
	<u>\$ 736,871</u>

Note 7. Property and Equipment

Property and equipment (including equipment under capital leases) consists of the following:

	December 31,		Estimated Useful Lives
	2014	2013	
Program, service and test equipment	\$ 164,734	\$ 114,641	2 to 5 years
Satellite equipment	36,201	17,443	13 years
Furniture and fixtures	17,512	15,803	5 to 8 years
Transmission equipment	47,610	41,391	5 years
Leasehold improvements	54,029	46,655	Term of lease
	320,086	235,933	
Accumulated depreciation and amortization	(186,242)	(164,865)	
	<u>\$ 133,844</u>	<u>\$ 71,068</u>	

During 2014, the Company retired \$15,765 of fully depreciated assets that were no longer in use.

Depreciation and amortization expense on property and equipment (including capital leases) amounted to \$38,220, \$23,036 and \$20,891, for the years ended December 31, 2014, 2013 and 2012, respectively.

At December 31, 2014 and 2013, the gross amount of equipment and related accumulated amortization recorded under capital leases were as follows:

	December 31,	
	2014	2013
Satellite equipment	\$ 36,201	\$ 17,443
Less accumulated amortization	(11,480)	(8,836)
	<u>\$ 24,721</u>	<u>\$ 8,607</u>

Note 8. Goodwill and Other Intangible Assets

The carrying amount of goodwill, by operating segment is as follows:

	National Networks		International and Other		Total
	December 31, 2013	December 31, 2014	December 31, 2013	December 31, 2014	
December 31, 2013	\$ 76,748	\$ 76,748	\$ —	\$ —	\$ 76,748
Additions—business acquisitions	176,371	176,371	521,226	521,226	697,597
Amortization of "second component" goodwill	(2,524)	(2,524)	—	—	(2,524)
Foreign currency translation	—	—	(37,465)	(37,465)	(37,465)
December 31, 2014	<u>\$ 250,595</u>	<u>\$ 250,595</u>	<u>\$ 483,761</u>	<u>\$ 483,761</u>	<u>\$ 734,356</u>

The increase in the carrying amount of goodwill for the National Networks operating segment relates to the acquisition of New Video and for the International and Other operating segment primarily relates to the acquisition of Chellomedia (see Note 3).

The reduction of \$2,524 in the carrying amount of goodwill for the National Networks is due to the realization of a tax benefit for the amortization of "second component" goodwill at SundanceTV. Second component goodwill is the amount of tax deductible goodwill in excess of goodwill for financial reporting purposes. In accordance with the authoritative guidance at the time of the SundanceTV acquisition, the tax benefits associated with this excess are applied to first reduce the amount of goodwill, and then other intangible assets for financial reporting purposes, if and when such tax benefits are realized in the Company's tax returns.

There were no accumulated impairment losses related to goodwill for any periods as of December 31, 2014.

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The following table summarizes information relating to the Company's identifiable intangible assets:

	December 31, 2014			Estimated Useful Lives
	Gross	Accumulated Amortization	Net	
Amortizable intangible assets:				
Affiliate and customer relationships	\$ 555,742	\$ (80,351)	\$ 475,391	17 to 25 years
Advertiser relationships	45,827	(655)	45,172	11 years
Trade names	52,698	(2,351)	50,347	20 years
Other amortizable intangible assets	16	(2)	14	
Total amortizable intangible assets	654,283	(83,359)	570,924	
Indefinite-lived intangible assets:				
Trademarks	19,900	—	19,900	
Total intangible assets	\$ 674,183	\$ (83,359)	\$ 590,824	
	December 31, 2013			
	Gross	Accumulated Amortization	Net	
Amortizable intangible assets:				
Affiliate relationships	\$ 243,600	\$ (53,971)	\$ 189,629	
Other amortizable intangible assets	644	(621)	23	
Total amortizable intangible assets	244,244	(54,592)	189,652	
Indefinite-lived intangible assets:				
Trademarks	19,900	—	19,900	
Total intangible assets	\$ 264,144	\$ (54,592)	\$ 209,552	

The increase in amortizable intangible assets is a result of the acquisitions of Chellomedia and New Video (see Note 3).

The gross asset and accumulated amortization amounts related to fully amortized other amortizable intangible assets were removed from the intangible assets balance as of December 31, 2014.

Aggregate amortization expense for amortizable intangible assets for the years ended December 31, 2014, 2013 and 2012 was \$30,828, \$31,631 and \$64,489, respectively. Estimated aggregate amortization expense for intangible assets subject to amortization for each of the following five years is:

Years Ending December 31,

2015	\$	36,612
2016		36,612
2017		36,612
2018		36,612
2019		36,612

Annual Impairment Test of Goodwill

Based on the Company's annual impairment test for goodwill as of December 1, 2014, no impairment charge was required for any of the reporting units. The Company performed a quantitative assessment for all reporting units, other than the AMC Networks Broadcasting & Technology reporting unit, and the fair value exceeded the carrying value (including allocated goodwill) for each reporting unit. In order to evaluate the sensitivity of the estimated fair value calculation, the Company applied a hypothetical 20% decrease in the fair value of each reporting unit. This hypothetical decrease would have no impact on the conclusion reached in the goodwill impairment analysis of the National Programming Networks reporting unit. Based on the quantitative assessment of the International Programming reporting unit, if the fair value of the reporting units decreased by 4%, the Company would be required to perform step-two of the quantitative assessment.

The Company performed a qualitative assessment for the AMC Networks Broadcasting & Technology reporting unit. The qualitative assessment included, but was not limited to, consideration of the historical significant excesses of the estimated fair

value of the reporting unit over its carrying value (including allocated goodwill), macroeconomic conditions, industry and market considerations, cost factors and historical and projected cash flows.

In assessing the recoverability of goodwill, the Company must make assumptions regarding estimated future cash flows and other factors to determine the fair value of the respective assets. These estimates and assumptions could have a significant impact on whether an impairment charge is recognized and also the magnitude of any such charge. Fair value estimates are made at a specific point in time, based on relevant information. These estimates are subjective in nature and involve uncertainties and matters of significant judgments and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates. Estimates of fair value for goodwill impairment testing are primarily determined using discounted cash flows and comparable market transactions methods. These valuation methods are based on estimates and assumptions including projected future cash flows, discount rate and determination of appropriate market comparables and determination of whether a premium or discount should be applied to comparables. Projected future cash flows also include assumptions for renewals of affiliation agreements, the projected number of subscribers and the projected average rates per basic and viewing subscribers and growth in fixed price contractual arrangements used to determine affiliation fee revenue, access to program rights and the cost of such program rights, amount of programming time that is advertiser supported, number of advertising spots available and the sell through rates for those spots, average fee per advertising spot and operating margins, among other assumptions. If these estimates or material related assumptions change in the future, we may be required to record impairment charges related to goodwill.

Impairment Test of Identifiable Indefinite-Lived Intangible Assets

Based on the Company's annual impairment test for identifiable indefinite-lived intangible assets, no impairment charge was required. The Company's indefinite-lived intangible assets relate to SundanceTV trademarks, which were valued using a relief-from-royalty method in which the expected benefits are valued by discounting estimated royalty revenue over projected revenues covered by the trademarks. In order to evaluate the sensitivity of the fair value calculations for the Company's identifiable indefinite-lived intangible assets, the Company applied a hypothetical 20% decrease to the estimated fair value of the identifiable indefinite-lived intangible assets. This hypothetical decrease in estimated fair value would not result in an impairment.

Significant judgments inherent in estimating the fair value of indefinite-lived intangible assets include the selection of appropriate discount and royalty rates, estimating the amount and timing of estimated future cash flows and identification of appropriate continuing growth rate assumptions. The discount rates used in the analysis are intended to reflect the risk inherent in the projected future cash flows generated by the respective intangible assets.

Note 9. Accrued Liabilities

Accrued liabilities consist of the following:

	December 31, 2014	December 31, 2013
Interest	\$ 28,685	\$ 27,770
Employee related costs	102,608	88,512
Income taxes payable	11,876	—
Other accrued expenses	61,617	15,008
Total accrued liabilities	\$ 204,786	\$ 131,290

Note 10. Long-term Debt

The Company's long-term debt consists of:

	December 31, 2014	December 31, 2013
Senior Secured Credit Facility:		
Term loan A facility	\$ 1,480,000	\$ 880,000
Senior Notes:		
7.75% Notes due July 2021	700,000	700,000
4.75% Notes due December 2022	600,000	600,000
Total long-term debt	2,780,000	2,180,000
Unamortized discount	(20,434)	(22,817)
Long-term debt, net	\$ 2,759,566	\$ 2,157,183
Current portion of long-term debt	\$ 74,000	\$ —
Noncurrent portion of long-term debt	\$ 2,685,566	\$ 2,157,183

Amended and Restated Senior Secured Credit Facility

On December 16, 2013 (the "Refinancing Date"), AMC Networks and its subsidiary, AMC Network Entertainment LLC (the "Borrowers"), and certain of AMC Networks' subsidiaries, as restricted subsidiaries, entered into an amended and restated credit agreement, which amended and restated AMC Networks' original credit facility dated June 30, 2011 in its entirety (the "Original Credit Facility").

The amended and restated credit agreement provides the Borrowers with senior secured credit facilities consisting of (a) an initial \$880,000 term loan A that was used by AMC Networks to retire the then outstanding term loan A facility provided under the June 30, 2011 original credit agreement, (b) a subsequent \$600,000 term loan A (collectively, the "Term Loan A Facility") which was drawn on January 31, 2014 upon the satisfaction of certain conditions related to the acquisition of Chellomedia (see Note 3 for further discussion regarding the acquisition of Chellomedia), and (c) a \$500,000 revolving credit facility (together with the Term Loan A Facility, collectively, the "Credit Facility.") The Term Loan A Facility matures on December 16, 2019. The revolving credit facility matures on December 16, 2018.

The revolving credit facility was not drawn upon at December 31, 2014. Total undrawn revolver commitments are available to be drawn for general corporate purposes of the Company.

In connection with the subsequent \$600,000 term loan A facility, AMC Networks incurred deferred financing costs of \$9,266 and \$12,669 as of December 31, 2014 and 2013, which are amortized to interest expense, utilizing the effective interest method, over the term of each respective component of the Credit Facility.

Borrowings under the Credit Facility bear interest at a floating rate, which at the option of the Borrowers may be either (a) a base rate plus an additional rate ranging from 0.50% to 1.25% per annum (determined based on a cash flow ratio) (the "Base Rate"), or (b) a Eurodollar rate plus an additional rate ranging from 1.50% to 2.25% per annum (determined based on a cash flow ratio) (the "Eurodollar Rate"). At December 31, 2014, the interest rate on the Term Loan A Facility was 1.91%, reflecting a Eurodollar Rate plus the additional rate as described herein.

The Credit Facility requires the Borrowers to pay a commitment fee of between 0.25% and 0.50% (determined based on a cash flow ratio) in respect of the average daily unused commitments under the revolving credit facility. The Borrowers also are required to pay customary letter of credit fees, as well as fronting fees, to banks that issue letters of credit pursuant to the Credit Facility.

All obligations under the Credit Facility are guaranteed, jointly and severally, by certain of AMC Networks' existing and future domestic restricted subsidiaries in accordance with the Credit Facility. All obligations under the Credit Facility, including the guarantees of those obligations, are secured by certain assets of the Borrowers and certain of its restricted subsidiaries.

Borrowings under the Credit Facility may be voluntarily prepaid without premium and penalty at any time. The Term Loan A Facility also provides for various mandatory prepayments, including with the proceeds from certain dispositions of property and borrowings. The Term Loan A Facility is required to be repaid in quarterly installments of \$18,500 from March 31, 2015 through December 31, 2015, \$37,000 beginning March 31, 2016 through December 31, 2016, \$55,500 beginning March 31, 2017 through December 31, 2017, \$74,000 beginning March 31, 2018 through September 30, 2019 and \$518,000 on December 16,

2019, which is the Term Loan A Facility maturity date. Any amounts outstanding under the revolving credit facility are due at maturity on December 16, 2018.

The Credit Facility contains certain affirmative and negative covenants applicable to the Borrowers and certain of their restricted subsidiaries. These include restrictions on the Borrowers' and certain of their restricted subsidiaries ability to incur indebtedness, make investments in entities that are not restricted subsidiaries, place liens on assets, enter into certain affiliate transactions and make certain restricted payments, including restrictions on AMC Networks' ability to pay dividends on its common stock. The Credit Facility also requires the Borrowers to comply with the following financial covenants: (i) a maximum ratio of net debt to annual operating cash flow (each defined in the Credit Facility) of 6.50:1 initially, and decreasing to 6.00:1 on and after January 1, 2016; and (ii) a minimum ratio of annual operating cash flow to annual total interest expense (as defined in the Credit Facility) of 2.50:1.

AMC Networks was in compliance with all financial covenants under the Credit Facility as of December 31, 2014.

Original Credit Facility

On June 30, 2011, AMC Networks, as borrower, and substantially all of its subsidiaries, as restricted subsidiaries, entered into the Original Credit Facility. Under the terms of the Original Credit Facility, AMC Networks was provided with senior secured credit facilities consisting of a \$1,130,000 term loan A facility, a \$595,000 term loan B facility and a \$500,000 revolving credit facility (collectively, the "Original Credit Facility"). The term loan A facility and the term loan B facility were discounted \$5,650 and \$12,986, respectively, upon original issuance.

On December 16, 2013, the Company used the proceeds from the borrowings under the Term Loan A Facility to repay the outstanding amount under the term loan A facility of the Original Credit Facility. Additionally, the Company recorded a write-off of deferred financing costs of \$4,007 for the year ended December 31, 2013, which includes certain unamortized deferred financing costs associated with the Original Credit Facility of \$3,719 and certain financing costs relating to the Credit Facility of \$288 as well as a loss on extinguishment of debt of \$1,087 for the year ended December 31, 2013 related to a portion of the unamortized discount associated with the Original Credit Facility that was written off.

On December 17, 2012, AMC Networks issued \$600,000 in aggregate principal amount of its 4.75% Notes (see "4.75% Senior Notes due 2022" discussion below) and used the net proceeds of the offering to repay the outstanding amount under the term loan B facility. In connection with this repayment, the Company recorded a write-off of the related unamortized deferred financing costs and a loss on extinguishment of debt of \$898 and \$10,774, respectively, in the consolidated statement of income for the year ended December 31, 2012. Additionally, the Company recorded an unrealized loss of \$8,725 on the related interest rate swap contracts previously designated as cash flow hedges of a portion of the term loan B facility which is included in interest expense in the consolidated statement of income for the year ended December 31, 2012.

7.75% Senior Notes due 2021

On June 30, 2011, AMC Networks issued \$700,000 in aggregate principal amount of its 7.75% senior notes, net of an original issue discount of \$14,000, due July 15, 2021 (the "7.75% Notes") to CSC Holdings, LLC ("CSC Holdings"), a subsidiary of Cablevision, as partial consideration for the transfer to AMC Networks of the businesses included in the Distribution in June 2011. CSC Holdings used the Company's 7.75% Notes to satisfy and discharge outstanding CSC Holdings debt. The recipients of the 7.75% Notes or their affiliates then offered the 7.75% Notes to investors, through an offering memorandum dated June 22, 2011, which ultimately resulted in the 7.75% Notes being held by third party investors.

The 7.75% Notes were issued under an indenture dated as of June 30, 2011 (the "7.75% Notes Indenture").

In connection with the issuance of the 7.75% Notes, AMC Networks incurred deferred financing costs of \$1,533, which are being amortized, using the effective interest method, to interest expense over the term of the 7.75% Notes.

Interest on the 7.75% Notes accrues at the rate of 7.75% per annum and is payable semi-annually in arrears on January 15 and July 15 of each year.

The 7.75% Notes may be redeemed, in whole or in part, at any time on or after July 15, 2016, at a redemption price equal to 103.875% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption), declining annually to 100% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption) beginning on July 15, 2019.

In addition, if AMC Networks experiences a Change of Control (as defined in the 7.75% Notes Indenture), the holders of the 7.75% Notes may require AMC Networks to repurchase for cash all or a portion of their 7.75% Notes at a price equal to 101% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such repurchase).

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The 7.75% Notes are guaranteed on a senior unsecured basis by certain of AMC Networks' existing and future domestic restricted subsidiaries, in accordance with the 7.75% Notes Indenture. The guarantees under the 7.75% Notes are full and unconditional and joint and several.

The 7.75% Notes Indenture contains certain affirmative and negative covenants applicable to AMC Networks and its restricted subsidiaries including restrictions on their ability to incur additional indebtedness, consummate certain assets sales, make investments in entities that are not restricted subsidiaries, create liens on their assets, enter into certain affiliate transactions and make certain restricted payments, including restrictions on AMC Networks' ability to pay dividends on, or repurchase, its common stock.

4.75% Senior Notes due 2022

On December 17, 2012, AMC Networks issued \$600,000 in aggregate principal amount of its 4.75% senior notes, net of an issuance discount of \$10,500, due December 15, 2022 (the "4.75% Notes"). AMC Networks used the net proceeds of this offering to repay the outstanding amount under its term loan B facility of approximately \$587,600, with the remaining proceeds used for general corporate purposes. The 4.75% Notes were issued pursuant to an indenture dated as of December 17, 2012 (the "Base Indenture," and together with the First Supplemental Indenture, the "4.75% Notes Indenture").

In connection with the issuance of the 4.75% Notes, AMC Networks incurred deferred financing costs of \$1,393, which are being amortized, using the effective interest method, to interest expense over the term of the 4.75% Notes.

Interest on the 4.75% Notes accrues at the rate of 4.75% per annum and is payable semi-annually in arrears on June 15 and December 15 of each year.

The 4.75% Notes may be redeemed, in whole or in part, at any time on or after December 15, 2017, at a redemption price equal to 102.375% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption), declining annually to 100% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such redemption) beginning on December 15, 2020.

In addition, if AMC Networks experiences a Change of Control (as defined in the 4.75% Notes Indenture), the holders of the 4.75% Notes may require AMC Networks to repurchase for cash all or a portion of their 4.75% Notes at a price equal to 101% of the principal amount thereof (plus accrued and unpaid interest thereon, if any, to the date of such repurchase).

The 4.75% Notes are guaranteed on a senior unsecured basis by certain of AMC Networks' existing and future domestic restricted subsidiaries, in accordance with the 4.75% Notes Indenture. The guarantees under the 4.75% Notes are full and unconditional and joint and several.

The 4.75% Notes Indenture contains certain affirmative and negative covenants applicable to AMC Networks and its restricted subsidiaries including restrictions on their ability to incur additional indebtedness, consummate certain assets sales, make investments in entities that are not restricted subsidiaries, create liens on their assets, enter into certain affiliate transactions and make certain restricted payments, including restrictions on AMC Networks' ability to pay dividends on, or repurchase, its common stock.

Summary of Debt Maturities

Total amounts payable by the Company under its various debt obligations (excluding capital leases) outstanding as of December 31, 2014 are as follows:

Years Ending December 31,		
2015	\$	74,000
2016		148,000
2017		222,000
2018		296,000
2019		740,000
Thereafter		1,300,000

Note 11. Fair Value Measurement

The fair value hierarchy is based on inputs to valuation techniques that are used to measure fair value that are either observable or unobservable. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity's pricing based upon their own market assumptions. The fair value hierarchy consists of the following three levels:

- Level I—Quoted prices for identical instruments in active markets.
- Level II—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.
- Level III—Instruments whose significant value drivers are unobservable.

The following table presents for each of these hierarchy levels, the Company's financial assets and liabilities that are measured at fair value on a recurring basis at December 31, 2014 and December 31, 2013:

	Level I	Level II	Total
At December 31, 2014:			
Assets:			
Cash equivalents ^(a)	\$ 11,058	\$ —	\$ 11,058
Foreign currency derivatives	—	3,949	3,949
Liabilities:			
Interest rate swap contracts	\$ —	\$ 6,613	\$ 6,613
Foreign currency derivatives	—	2,346	2,346
At December 31, 2013:			
Assets:			
Cash equivalents ^(a)	\$ 63,029	\$ —	\$ 63,029
Foreign currency option contracts	—	2,577	2,577
Liabilities:			
Interest rate swap contracts	\$ —	\$ 12,713	\$ 12,713

(a) Represents the Company's investment in funds that invest primarily in money market securities.

The Company's cash equivalents are classified within Level I of the fair value hierarchy because they are valued using quoted market prices.

The Company's interest rate swap contracts and foreign currency derivatives (see Note 12) are classified within Level II of the fair value hierarchy and their fair values are determined based on a market approach valuation technique that uses readily observable market parameters and the consideration of counterparty risk.

The Company does not have any recurring assets or liabilities measured at fair value that would be considered Level III.

Fair value measurements are also used in nonrecurring valuations performed in connection with acquisition accounting. These nonrecurring valuations primarily include the valuation of affiliate and customer relationships intangible assets, advertiser relationship intangible assets and property and equipment. With the exception of certain inputs for our weighted average cost of capital and discount rate calculations that are derived from pricing services, the inputs used in the Company's discounted cash flow analyses, such as forecasts of future cash flows, are based on assumptions. The valuation of affiliate and customer relationships and advertiser relationships is primarily based on an excess earnings methodology, which is a form of a discounted cash flow analysis. The excess earnings methodology requires us to estimate the specific cash flows expected from the relationships, considering such factors as estimated life of the relationships and the revenue expected to be generated over the life of such relationships. Tangible assets are typically valued using a replacement or reproduction cost approach, considering factors such as current prices of the same or similar equipment, the age of the equipment and economic obsolescence. All of our nonrecurring valuations use significant unobservable inputs and therefore fall under Level III of the fair value hierarchy.

Credit Facility Debt and Senior Notes

The fair values of each of the Company's debt instruments are based on quoted market prices for the same or similar issues or on the current rates offered to the Company for instruments of the same remaining maturities.

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The carrying values and estimated fair values of the Company's financial instruments, excluding those that are carried at fair value in the consolidated balance sheets are summarized as follows:

	December 31, 2014	
	Carrying Amount	Estimated Fair Value
Debt instruments:		
Term loan A facility	\$ 1,404,659	\$ 1,465,200
7.75% Notes due July 2021	689,659	761,250
4.75% Notes due December 2022	591,248	585,000
	\$ 2,685,566	\$ 2,811,450

	December 31, 2013	
	Carrying Amount	Estimated Fair Value
Debt instruments:		
Term loan A facility	\$ 878,315	\$ 876,700
7.75% Notes due July 2021	688,497	787,500
4.75% Notes due December 2022	590,371	571,500
	\$ 2,157,183	\$ 2,235,700

Fair value estimates related to the Company's debt instruments presented above are made at a specific point in time, based on relevant market information and information about the financial instrument. These estimates are subjective in nature and involve uncertainties and matters of significant judgments and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Note 12. Derivative Financial Instruments

Interest Rate Risk

To manage interest rate risk, the Company enters into interest rate swap contracts to adjust the amount of total debt that is subject to variable interest rates. Such contracts effectively fix the borrowing rates on floating rate debt to limit the exposure against the risk of rising interest rates. The Company does not enter into interest rate swap contracts for speculative or trading purposes and it has only entered into interest rate swap contracts with financial institutions that it believes are creditworthy counterparties. The Company monitors the financial institutions that are counterparties to its interest rate swap contracts and to the extent possible diversifies its swap contracts among various counterparties to mitigate exposure to any single financial institution.

The Company's risk management objective and strategy with respect to interest rate swap contracts is to protect the Company against adverse fluctuations in interest rates by reducing its exposure to variability in cash flows relating to interest payments on a portion of its outstanding debt. The Company is meeting its objective by hedging the risk of changes in its cash flows (interest payments) attributable to changes in the LIBOR index rate, the designated benchmark interest rate being hedged (the "hedged risk"), on an amount of the Company's debt principal equal to the then-outstanding swap notional. The forecasted interest payments are deemed to be probable of occurring.

The Company assesses, both at the hedge's inception and on an ongoing basis, hedge effectiveness based on the overall changes in the fair value of the interest rate swap contracts. Hedge effectiveness of the interest rate swap contracts is based on a hypothetical derivative methodology. Any ineffective portion of the interest rate swap contracts is recorded in current-period earnings. Changes in fair value of interest rate swap contracts not designated as hedging instruments are recognized in earnings and included in interest expense.

As of December 31, 2014, the Company had interest rate swap contracts outstanding with notional amounts aggregating \$519,313, which consists of interest rate swap contracts with notional amounts of \$319,313 that are designated as cash flow hedges and interest rate swap contracts with notional amounts of \$200,000 that are not designated as hedging instruments. The Company's outstanding interest rate swap contracts have varying maturities ranging from September 2015 to July 2017. At December 31, 2014, the Company's interest rate swap contracts designated as cash flow hedges were highly effective, in all material respects.

Foreign Currency Exchange Rate Risk

Historically, the Company's exposure to foreign currency fluctuations has been limited to certain trade receivables from the distribution of our programming in certain territories outside of the U.S. that are denominated in a foreign currency. Following the Chellomedia acquisition, the Company is exposed to foreign currency risk to the extent that transactions are denominated in currencies other than a subsidiary's functional currency (non-functional currency risk), such as affiliation agreements, programming contracts, certain accounts payable and trade receivables (including intercompany amounts) that are denominated in a currency other than the applicable functional currency.

To manage foreign currency exchange rate risk, the Company may enter into foreign currency contracts from time to time with financial institutions to limit the exposure to fluctuations in foreign currency exchange rates. The Company does not enter into foreign currency contracts for speculative or trading purposes.

During 2013, in order to mitigate the foreign currency exchange rate risk in fluctuations in the euro denominated purchase price of Chellomedia, the Company purchased euros and entered into foreign currency option contracts. At December 31, 2013, cash and cash equivalents included €250,000 and prepaid expense and other current assets included \$2,577 representing the fair value of foreign currency option contracts with notional amounts aggregating €125,000. Prior to their expiration, and in connection with the purchase of Chellomedia on January 31, 2014, the Company settled these foreign currency option contracts with the counterparties resulting in a realized loss of \$1,754 included in miscellaneous, net in the consolidated statement of income for the year ended December 31, 2014.

In connection with the acquisition of Chellomedia, the Company acquired certain contracts that are settled in currencies other than the functional or local currencies of the contracting parties. Accordingly, these contracts consist of the underlying operational contract and an embedded foreign currency derivative element. Hedge accounting is not applied to the embedded foreign currency derivative element and changes in their fair values are included in miscellaneous, net in the consolidated statement of income.

The fair values of the Company's derivative financial instruments included in the consolidated balance sheets are as follows:

	<u>Balance Sheet Location</u>	<u>December 31,</u>	
		<u>2014</u>	<u>2013</u>
Derivatives designated as hedging instruments:			
Liabilities:			
Interest rate swap contracts	Accrued liabilities	\$ 2,388	\$ —
Interest rate swap contracts	Other liabilities	\$ —	\$ 7,136
Derivatives not designated as hedging instruments:			
Assets:			
Foreign currency option contracts	Prepaid expenses and other current assets	—	2,577
Foreign currency derivatives	Prepaid expenses and other current assets	1,808	—
Foreign currency derivatives	Other assets	2,141	—
Liabilities:			
Interest rate swap contracts	Other liabilities	4,225	5,577
Foreign currency derivatives	Accrued liabilities	914	—
Foreign currency derivatives	Other liabilities	1,432	—

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The amount of the gains and losses related to the Company's derivative financial instruments designated as hedging instruments are as follows:

	Amount of Gain or (Loss) Recognized in Other Comprehensive Income("OCI") on Derivatives (Effective Portion)		Location of Gain or (Loss)Reclassified from Accumulated OCI into Earnings (Effective Portion)	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Earnings (Effective Portion)(a)	
	Years Ended December 31,			Years Ended December 31,	
	2014	2013		2014	2013
Derivatives in cash flow hedging relationships:					
Interest rate swap contracts	\$ (762)	\$ (1,018)	Interest expense	\$ (5,082)	\$ (7,280)

(a) There were no gains or losses recognized in earnings related to any ineffective portion of the hedging relationship or related to any amount excluded from the assessment of hedge effectiveness for the years ended December 31, 2014 and 2013.

The amount of the gains and losses related to the Company's derivative financial instruments not designated as hedging instruments are as follows:

	Location of Gain (Loss) Recognized in Earnings on Derivatives	Amount of Gain (Loss) Recognized in Earnings on Derivatives	
		Years Ended December 31,	
		2014	2013
Derivatives not designated as hedging relationships:			
Interest rate swap contracts	Interest expense	\$ (1,285)	\$ 569
Foreign currency option contracts	Miscellaneous, net	(1,754)	1,151
Foreign currency derivatives	Miscellaneous, net	(130)	—
Total		\$ (3,169)	\$ 1,720

Note 13. Leases

Operating Leases

Certain subsidiaries of the Company lease office space and equipment under long-term non-cancelable operating lease agreements which expire at various dates through 2027. The leases generally provide for fixed annual rentals plus certain other costs or credits. Costs associated with such operating leases are recognized on a straight-line basis over the initial lease term. The difference between rent expense and rent paid is recorded as deferred rent. Rent expense for the years ended December 31, 2014, 2013 and 2012 amounted to \$22,885, \$15,640 and \$14,814, respectively.

The future minimum annual payments for the Company's operating leases related to continuing operations (with initial or remaining terms in excess of one year) during the next five years from January 1, 2015 through December 31, 2019 and thereafter, at rates now in force are as follows:

2015	\$ 27,535
2016	27,094
2017	25,476
2018	22,844
2019	21,089
Thereafter	156,486

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
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Capital Leases

Future minimum capital lease payments as of December 31, 2014 are as follows:

2015	\$	6,145
2016		6,145
2017		6,145
2018		6,145
2019		5,228
Thereafter		17,970
Total minimum lease payments		47,778
Less amount representing interest (at 9.3%-12%)		(17,439)
Present value of net minimum future capital lease payments		30,339
Less principal portion of current installments		(2,953)
Long-term portion of obligations under capital leases	\$	27,386

Note 14. Income Taxes

Income from continuing operations before income taxes consists of the following components:

	Years Ended December 31,		
	2014	2013	2012
Domestic	\$ 384,853	\$ 468,314	\$ 221,941
Foreign	12,175	687	333
Total	\$ 397,028	\$ 469,001	\$ 222,274

Income tax expense attributable to continuing operations consists of the following components:

	Years Ended December 31,		
	2014	2013	2012
Current expense (benefit):			
Federal	\$ 111,047	\$ (10,137)	\$ 148,495
State	10,882	2,403	14,443
Foreign	13,837	5,104	4,393
	<u>135,766</u>	<u>(2,630)</u>	<u>167,331</u>
Deferred expense (benefit):			
Federal	5,036	154,299	(77,360)
State	(1,373)	17,205	(11,154)
Foreign	(2,456)	—	—
	<u>1,207</u>	<u>171,504</u>	<u>(88,514)</u>
Tax (benefit) expense relating to uncertain tax positions, including accrued interest	(7,818)	9,967	7,241
Income tax expense	\$ 129,155	\$ 178,841	\$ 86,058

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A reconciliation of the federal statutory income tax rate to the effective income tax rate is as follows:

	Years Ended December 31,		
	2014	2013	2012
U.S. federal statutory income tax rate	35 %	35 %	35 %
State and local income taxes, net of federal benefit	2	2	2
Effect of foreign operations	(2)	—	—
Nontaxable income attributable to noncontrolling interests	(1)	—	—
Changes in the valuation allowance	1	1	(1)
Domestic production activity deduction	(2)	(1)	—
Tax expense relating to uncertain tax positions, including accrued interest, net of deferred tax benefits	(1)	2	2
Other	—	(1)	1
Effective income tax rate	32 %	38 %	39 %

The tax effects of temporary differences that give rise to significant components of deferred tax assets or liabilities at December 31, 2014 and 2013 are as follows:

	December 31,	
	2014	2013
Deferred Tax Asset (Liability)		
<i>Current</i>		
NOLs and tax credit carry forwards	\$ 9,003	\$ 5,130
Compensation and benefit plans	15,213	13,299
Allowance for doubtful accounts	286	316
Other liabilities	5,537	1,280
Deferred tax asset	30,039	20,025
Valuation allowance	(596)	(2,623)
Net deferred tax asset, current	29,443	17,402
Other assets	(4,662)	(1,734)
Deferred tax liability, current	(4,662)	(1,734)
Net deferred tax asset, current	24,781	15,668
<i>Noncurrent</i>		
NOLs and tax credit carry forwards	68,042	26,413
Compensation and benefit plans	20,705	18,713
Fixed assets and intangible assets	43,751	—
Interest rate swap contracts	2,857	3,577
Accrued interest expense	10,522	—
Other liabilities	9,171	7,281
Deferred tax asset	155,048	55,984
Valuation allowance	(50,434)	(7,335)
Net deferred tax asset, noncurrent	104,614	48,649
Prepaid liabilities	(781)	(825)
Fixed assets and intangible assets	(64,762)	(8,595)
Investments in partnerships	(138,790)	(131,116)
Other assets	(13,803)	(3,388)
Deferred tax liability, noncurrent	(218,136)	(143,924)
Net deferred tax liability, noncurrent	(113,522)	(95,275)
Total net deferred tax liability	\$ (88,741)	\$ (79,607)

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At December 31, 2014, the Company had foreign tax credit carry forwards of approximately \$34,400, expiring on various dates from 2015 through 2024, and net operating loss carry forwards of approximately \$190,000 related primarily to our foreign subsidiaries. Although the majority of these net operating loss carry forwards have an unlimited carry forward period, the deferred tax assets of approximately \$39,000 for these carry forwards have been reduced by a valuation allowance of approximately \$29,000 as it is more likely than not that these carry forwards will not be realized. The remainder of the valuation allowance at December 31, 2014 relates primarily to deferred tax assets attributable to temporary differences of certain foreign subsidiaries for which it is more likely than not that these deferred tax assets will not be realized.

For the year ended December 31, 2014, excess tax benefits of \$6,798 relating to share-based compensation awards and \$1,600 relating to amortization of tax deductible second component goodwill were realized as a reduction in tax liability (as determined on a 'with-and-without' approach).

At December 31, 2014, the liability for uncertain tax positions was \$17,099, excluding the related accrued interest liability of \$1,388 and deferred tax assets of \$3,760. All of such unrecognized tax benefits, if recognized, would reduce the Company's income tax expense and effective tax rate.

A reconciliation of the beginning to ending amount of the liability for uncertain tax positions (excluding related accrued interest and deferred tax benefit) is as follows:

Balance at December 31, 2013	\$	26,333
Increases related to current year tax positions		2,235
Increases related to prior year tax positions		999
Decreases related to prior year tax positions		(644)
Decreases due to settlements of prior year tax positions		(8,944)
Decreases due to payments related to prior year tax positions		(2,880)
Balance at December 31, 2014	\$	<u>17,099</u>

Interest expense (net of the related deferred tax benefit) of \$786 offset by interest income of \$1,225, related to the settlements of prior year tax positions, was recognized during the year ended December 31, 2014 and is included in income tax expense in the consolidated statement of income. At December 31, 2014 and 2013, the liability for uncertain tax positions and related accrued interest noted above are included in other liabilities in the consolidated balance sheets.

Under the Company's Tax Disaffiliation Agreement with Cablevision Systems Corporation (Cablevision Systems Corporation and its subsidiaries are referred to as "Cablevision"), Cablevision is liable for all income taxes of the Company for periods prior to the spin-off from Cablevision except for New York City Unincorporated Business Tax. In 2014, the Company settled New York City Unincorporated Business tax audits for the year 2008 for \$1,381, including accrued interest and for years 2009 through 2013 for \$2,109, including accrued interest. The City of New York is currently auditing the Company's General Corporation Tax Return for years 2011 and 2012 and the State of New York is currently auditing the Company's General Business Corporation Franchise Tax Return for years 2011 and 2012. The State of Georgia is currently auditing the Company's Corporation Tax Return for years 2011 through 2013. The Internal Revenue Service is currently auditing the Company's U.S. Corporation Income Tax Return for 2011.

Note 15. Commitments and Contingencies

Commitments

	Payments due by period				
	Total	Year 1	Years 2 - 3	Years 4 - 5	More than 5 years
Purchase obligations (1)	\$ 1,029,665	\$ 256,239	\$ 176,869	\$ 89,563	\$ 506,994
Guarantees (2)	87,933	87,933	—	—	—
Contract obligations (3)	61,987	32,155	25,145	4,308	379
Total	<u>\$ 1,179,585</u>	<u>\$ 376,327</u>	<u>\$ 202,014</u>	<u>\$ 93,871</u>	<u>\$ 507,373</u>

(1) Purchase obligation amounts not reflected on the balance sheet consist primarily of program rights obligations and transmission commitments that have not yet met the criteria to be recorded in the balance sheet.

(2) Consists primarily of a guarantee of payments to a production service company for certain production related costs.

(3) Represents primarily accrued participation obligations and marketing commitments.

Legal Matters

On April 15, 2011, Thomas C. Dolan, a director of the Company and Executive Vice President, Strategy and Development, in the Office of the Chairman and a director of Cablevision, filed a lawsuit against Cablevision and RMH in New York Supreme Court. The lawsuit raises compensation-related claims (seeking approximately \$11,000) related to events in 2005. The matter is being handled under the direction of an independent committee of the board of directors of Cablevision. In connection with the Distribution Agreement, Cablevision indemnified the Company and RMH against any liabilities and expenses related to this lawsuit. Based on the indemnification and Cablevision's and the Company's assessment of this possible loss contingency, no provision has been made for this matter in the consolidated financial statements.

In addition to the matters discussed above, the Company is party to various lawsuits and claims in the ordinary course of business. Although the outcome of these other matters cannot be predicted with certainty and the impact of the final resolution of these other matters on the Company's results of operations in a particular subsequent reporting period is not known, management does not believe that the resolution of these matters will have a material adverse effect on the financial position of the Company or the ability of the Company to meet its financial obligations as they become due.

Note 16. Redeemable Noncontrolling Interests

In connection with the acquisition of New Video, the terms of the agreement provide BBCWA with a right to put all of its 50.1% noncontrolling interest to the Company at the greater of the then fair value or the fair value of the initial equity interest at inception. The put option is exercisable on the fifteenth and twenty-fifth year anniversary of the agreement.

In connection with the creation of a joint venture entity in 2013, the terms of the agreement provide the noncontrolling member with a right to put all of its interest to the Company at the then fair value.

Because exercise of these put rights is outside the Company's control, the noncontrolling interest in each entity is presented as redeemable noncontrolling interest outside of stockholders' deficiency on the Company's consolidated balance sheet. The activity reflected within redeemable noncontrolling interest for the year ended December 31, 2014 is presented below.

	Year ended December 31, 2014	
Beginning balance	\$	268
Acquired		200,000
Net earnings		4,331
Non-cash contributions		12
Ending balance	\$	<u>204,611</u>

Note 17. Equity and Long-Term Incentive Plans

In connection with the Distribution, the Company adopted the AMC Networks Inc. 2011 Employee Stock Plan (the "2011 Employee Stock Plan"), the AMC Networks Inc. 2011 Stock Plan for Non-Employee Directors (the "2011 Non-Employee Director Plan") and the AMC Networks Inc. 2011 Cash Incentive Plan (the "2011 Cash Incentive Plan"). All Plans were amended and restated and approved by the Company's shareholders on June 5, 2012.

Equity Plans

Under the 2011 Employee Stock Plan, the Company is authorized to grant incentive stock options, non-qualified stock options, restricted shares, restricted stock units, stock appreciation rights ("SARs") and other equity-based awards. The Company may grant awards for up to 5,000,000 shares of AMC Networks Class A Common Stock (subject to certain adjustments). Equity-based awards granted under the 2011 Employee Stock Plan must be granted with an exercise price of not less than the fair market value of a share of AMC Networks Class A Common Stock on the date of grant and must expire no later than 10 years from the date of grant. The terms and conditions of awards granted under the 2011 Employee Stock Plan, including vesting and exercisability, are determined by the Compensation Committee of the Board of Directors ("Compensation Committee") and may include terms or conditions based upon performance criteria. Restricted share awards that were awarded under the 2011 Employee Stock Plan are subject to three-year cliff vesting, and certain restricted share awards are also subject to certain performance conditions. Restricted share awards that were awarded by the Company to its employees will settle in shares of the Company's Class A Common Stock (either from treasury or with newly issued shares), or, at the option of the Compensation Committee, in cash. As of December 31, 2014, there are 1,302,000 share awards available for future grant under the 2011 Employee Stock Plan.

Under the 2011 Non-Employee Director Plan, the Company is authorized to grant non-qualified stock options, restricted stock units, restricted shares, SARs and other equity-based awards. The Company may grant awards for up to 465,000 shares of

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AMC Networks Class A Common Stock (subject to certain adjustments). Stock options under the 2011 Non-Employee Director Plan must be granted with an exercise price of not less than the fair market value of a share of AMC Networks Class A Common Stock on the date of grant and must expire no later than 10 years from the date of grant. The terms and conditions of awards granted under the 2011 Non-Employee Director Plan, including vesting and exercisability, are determined by the Compensation Committee. Unless otherwise provided in an applicable award agreement, stock options granted under this plan will be fully vested and exercisable, and restricted stock units granted under this plan will be fully vested, upon the date of grant and will settle in shares of the Company's Class A Common Stock (either from treasury or with newly issued shares), or, at the option of the Compensation Committee, in cash, on the first business day after ninety days from the date the director's service on the Board of Directors ceases or, if earlier, upon the director's death. As of December 31, 2014, there are 271,000 share awards available for future grant under the 2011 Non-Employee Director Plan.

Stock Option Award Activity

The following table summarizes activity relating to Company employees who held AMC Networks stock options for the year ended December 31, 2014:

	Shares Under Option	Weighted Average Exercise Price Per Share	Weighted Average Contractual Term (in years)	Aggregate Intrinsic Value(a)
	Time Vesting Options			
Balance, December 31, 2013	26,601	\$ 15.33	2.07	\$ 1,404
Exercised	(12,556)	\$ 13.55		
Balance, December 31, 2014	14,045	\$ 16.93	1.27	\$ 658
Options exercisable at December 31, 2014	14,045	\$ 16.93	1.27	\$ 658

(a) The aggregate intrinsic value is calculated as the difference between (i) the exercise price of the underlying award and (ii) the quoted price of AMC Networks Class A Common Stock on December 31, 2014 or December 31, 2013, as indicated.

In addition, the following table summarizes activity relating to Cablevision and MSG employees who held AMC Networks stock options for the year ended December 31, 2014:

	Shares Under Option		Weighted Average Exercise Price Per Share	Weighted Average Contractual Term (in years)	Aggregate Intrinsic Value(a)
	Time Vesting Options	Performance Vesting Options			
Balance, December 31, 2013	285,908	35,600	\$ 16.26	2.27	\$ 16,671
Exercised	(56,411)	(3,100)	\$ 18.23		
Balance, December 31, 2014	229,497	32,500	\$ 15.81	1.14	\$ 12,566
Options exercisable at December 31, 2014	229,497	32,500	\$ 15.81	1.14	\$ 12,566

(a) The aggregate intrinsic value is calculated as the difference between (i) the exercise price of the underlying award and (ii) the quoted price of AMC Networks Class A Common Stock on December 31, 2014 or December 31, 2013, as indicated, and December 31, 2014 in the case of the stock options expected to vest in the future.

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Restricted Share Award Activity

The following table summarizes activity relating to Company employees who held AMC Networks restricted shares for the year ended December 31, 2014:

	Number of Restricted Shares	Number of Performance Restricted Shares	Weighted Average Fair Value Per Share at Date of Grant
Unvested award balance, December 31, 2013	288,607	205,193	\$ 36.38
Vested	(282,818)	(205,193)	\$ 36.38
Forfeited	(5,789)	—	\$ 36.90
Unvested award balance, December 31, 2014	—	—	\$ —

The following table summarizes activity relating to Cablevision employees who held AMC Networks restricted shares for the year ended December 31, 2014:

	Number of Restricted Shares	Number of Performance Restricted Shares	Weighted Average Fair Value Per Share at Date of Grant
Unvested award balance, December 31, 2013	152,271	59,150	\$ 38.13
Vested	(151,557)	(59,150)	\$ 38.13
Forfeited	(714)	—	\$ 38.13
Unvested award balance, December 31, 2014	—	—	\$ —

During the year ended December 31, 2014, 698,718 shares of AMC Networks Class A Common Stock previously issued to employees of AMC Networks and Cablevision vested. In connection with the employees' satisfaction of the statutory minimum tax withholding obligations for the applicable income and other employment taxes, 305,321 of these shares, with an aggregate value of \$22,192, were surrendered to the Company. These acquired shares, as well as 6,503 forfeited unvested restricted shares have been classified as treasury stock.

Restricted Stock Unit Activity

The following table summarizes activity relating to Company employees who held AMC Networks restricted stock units for the year ended December 31, 2014:

	Number of Restricted Stock Units	Number of Performance Restricted Stock Units	Weighted Average Fair Value Per Stock Unit at Date of Grant
Unvested award balance, December 31, 2013	604,833	180,142	\$ 51.84
Granted	365,299	475,701	\$ 72.94
Vested	(1,289)	—	\$ 70.04
Forfeited	(69,989)	—	\$ 61.12
Unvested award balance, December 31, 2014	898,854	655,843	\$ 62.79

During 2014, AMC Networks granted 841,000 restricted stock units to certain executive officers and employees under the AMC Networks Inc. Amended and Restated 2011 Employee Stock Plan. 418,738 of such restricted stock units vest on the third anniversary of the grant date, 68,505 of such restricted stock units vest in equal annual installments over a three-year period and 353,757 of such restricted stock units vest in December 2020.

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The following table summarizes activity relating to Non-employee Directors who held AMC Networks restricted stock units for the year ended December 31, 2014:

	Number of Restricted Stock Units	Weighted Average Fair Value Per Stock Unit at Date of Grant
Vested award balance, December 31, 2013	91,056	\$ 40.63
Granted	23,634	\$ 60.65
Vested award balance, December 31, 2014	114,690	\$ 45.46

Share-based Compensation Expense

The following table presents the share-based compensation expense reduced for forfeitures recorded during the years ended December 31, 2014, 2013 and 2012. Forfeitures were estimated based on historical experience. To the extent actual results of forfeitures differ from those estimates, such amounts will be recorded as an adjustment in the period the estimates are revised.

	Years ended December 31,		
	2014	2013	2012
Restricted shares/units (including performance based shares/units)	\$ 28,363	\$ 20,299	\$ 17,133
Stock options (including performance based options)	—	—	69
Share-based compensation expense	\$ 28,363	\$ 20,299	\$ 17,202

The Company does not record any share-based compensation expense for AMC Networks stock options or restricted shares held by Cablevision and MSG employees, however such stock options or restricted shares do have a dilutive effect on the Company's net income per share. The Company records share-based compensation expense for Cablevision and MSG stock options and restricted shares/units held by the Company's employees.

Share-based compensation expense is recognized in the consolidated statements of income as part of selling, general and administrative expenses. As of December 31, 2014, there was \$55,735 of total unrecognized share-based compensation costs related to Company employees who held unvested AMC Networks restricted stock units. The unrecognized compensation cost is expected to be recognized over a weighted-average remaining period of approximately 3.5 years. There were no costs related to share-based compensation that were capitalized.

The Company receives income tax deductions related to restricted share/units, stock options or other equity awards granted to its employees by the Company, Cablevision or MSG, but does not receive income tax deductions for Company equity awards held by Cablevision or MSG employees. The Company uses the 'with-and-without' approach to determine the recognition and measurement of excess tax benefits.

Cash flows resulting from excess tax benefits are classified as cash flows from financing activities. Excess tax benefits are realized tax benefits from tax deductions for options exercised and restricted shares issued in excess of the deferred tax asset attributable to stock compensation costs for such awards. Excess tax benefits of \$6,798 and \$4,975 were recorded for the years ended December 31, 2014 and 2013.

Long-Term Incentive Plans

Under the terms of the 2011 Cash Incentive Plan, the Company is authorized to grant a cash award to certain employees. The terms and conditions of such awards are determined by the Compensation Committee of the Company's Board of Directors, may include the achievement of certain performance criteria and may extend for a period not to exceed ten years.

In connection with the long-term incentive awards outstanding, the Company recorded expense of \$19,795, \$17,516 and \$11,001 for the years ended December 31, 2014, 2013 and 2012 respectively. Liabilities for long-term incentive awards of \$34,430 and \$29,047 are included in accrued liabilities and other liabilities in the consolidated balance sheets at December 31, 2014 and 2013, respectively. These liabilities include certain performance-based awards for which the performance criteria had not yet been met as of December 31, 2014 as such awards are based on achievement of certain performance criteria through December 31, 2015 or 2016. The Company has accrued the pro-rata amount earned that it currently believes will ultimately be paid based upon the performance criteria established for these performance-based awards. If the Company subsequently determines that the performance criteria for such awards is not probable of being achieved, the Company would reverse the accrual in respect of such awards at that time.

Note 18. Benefit Plans

Certain employees of the Company participate in the AMC Networks 401(k) Savings Plan (the "401(k) Plan"), a qualified defined contribution plan, and the AMC Networks Excess Savings Plan (the "Excess Savings Plan"), a non-qualified deferred compensation plan. Under the 401(k) Plan, participating Company employees may contribute into their plan accounts a percentage of their eligible pay on a before-tax basis as well as a percentage of their eligible pay on an after-tax basis. The Company makes matching contributions on behalf of participating employees in accordance with the terms of the 401(k) Plan. In addition to the matching contribution, the Company may make a discretionary year-end contribution to employee 401(k) Plan accounts equal to 4% of eligible compensation, subject to certain conditions. The Company provides a matching contribution to the Excess Savings Plan similar to the 401(k) Plan.

Total expense related to all benefit plans was \$13,849, \$10,371 and \$8,929 for the years ended December 31, 2014, 2013 and 2012, respectively. The Company does not provide postretirement benefits for any of its employees.

Note 19. Related Party Transactions

On June 30, 2011, Cablevision spun off the Company (the "Distribution") and the Company became an independent public company. Both Cablevision and AMC Networks continue to be controlled by Charles F. Dolan, certain members of his immediate family and certain family related entities (collectively the "Dolan Family").

Members of the Dolan Family, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, including trusts for the benefit of the Dolan Family, collectively beneficially own all of the Company's outstanding Class B Common Stock and own less than 2% of the Company's outstanding Class A Common Stock. Such shares of the Company's Class A Common Stock and Class B Common Stock, collectively, represent approximately 66% of the aggregate voting power of the Company's outstanding common stock. Members of the Dolan Family are also the controlling stockholders of both Cablevision and MSG.

In connection with the Distribution, the Company entered into various agreements with Cablevision that govern certain of the Company's relationships with Cablevision subsequent to the Distribution. These agreements include arrangements with respect to transition services and a number of on-going commercial relationships. The distribution agreement includes an agreement that the Company and Cablevision agree to provide each other with indemnities with respect to liabilities arising out of the businesses Cablevision transferred to the Company. In addition, the Company provides services to and receives services from Cablevision and MSG.

Revenues, net

The Company recorded affiliation fee revenues earned under affiliation agreements with subsidiaries of Cablevision. In addition, AMC Networks Broadcasting & Technology has entered into agreements with MSG to provide various transponder, technical and support services through 2020. Revenues, net from related parties amounted to \$28,089, \$31,188, and \$32,195 for the years ended December 31, 2014, 2013 and 2012, respectively.

Technical and Operating

The Company and its related parties routinely enter into transactions with each other in the ordinary course of business. Such transactions include various studio production services the Company provides to MSG for which the charges are reflected as a reduction of the related expenses. In addition, certain related parties provide various digital media and administrative support functions which primarily include salaries and facilities costs charged to the Company.

Amounts charged to the Company, included in technical and operating expenses, pursuant to transactions with its related parties amounted to \$324 and \$620 for the years ended December 31, 2013 and 2012, respectively. There were no amounts charged for the year ended December 31, 2014.

Selling, General and Administrative

Amounts charged (credited) to the Company, included in selling, general and administrative expenses, pursuant to the transition services agreement and for other transactions with its related parties amounted to \$3,217, \$2,721 and \$(206) for the years ended December 31, 2014, 2013 and 2012, respectively. Amounts charged to the Company for the year ended December 31, 2012 are net of shared legal fees charged to Cablevision associated with the DISH Network contract dispute. See DISH Network Proceeds Allocation discussion below.

The Company charges MSG for a portion of the Company's leased facilities utilized by MSG which such cost reimbursements are recorded as a reduction to selling, general and administrative expenses. Amounts charged by Cablevision represent charges pursuant to a transition services agreement. See also Transition Services Agreement discussion below.

Transition Services Agreement

In connection with the Distribution, Cablevision and AMC Networks entered into a Transition Services Agreement under which, in exchange for the fees specified in such agreement, Cablevision agreed to provide transition services with regard to such areas as accounting, information systems, risk management and employee services, compensation and benefits. Under the Transition Services Agreement, AMC Networks also provides certain services to Cablevision and MSG on behalf of Cablevision.

Under the Transition Services Agreement, AMC Networks provides transition services to Cablevision and MSG with regard to its information technology systems that AMC Networks, Cablevision and MSG may share. AMC Networks and Cablevision, as parties receiving services under the agreement, have agreed to indemnify the party providing services for losses incurred by such party that arise out of or are otherwise in connection with the provision by such party of services under the agreement, except to the extent that such losses result from the providing party's gross negligence, willful misconduct or breach of its obligations under the agreement. Similarly, each party providing services under the agreement has agreed to indemnify the party receiving services for losses incurred by such party that arise out of or are otherwise in connection with the indemnifying party's provision of services under the agreement if such losses result from the providing party's gross negligence, willful misconduct or breach of its obligations under the agreement.

DISH Network Proceeds Allocation

As noted above, in connection with the Distribution, the Company entered into various agreements with Cablevision, including an agreement between AMC Networks and Rainbow Programming Holdings LLC, a wholly-owned subsidiary of AMC Networks, (collectively, the "AMC Parties") and CSC Holdings, LLC ("CSC Holdings"), a wholly-owned subsidiary of Cablevision, with respect to the lawsuit entitled VOOM HD Holdings LLC against Echostar Satellite LLC, predecessor-in-interest to DISH Network L.L.C. ("DISH Network") (the "VOOM Litigation Agreement"). Pursuant to the VOOM Litigation Agreement, CSC Holdings had full control over the litigation with DISH Network, the decision with respect to settlement of the litigation was to be made jointly by CSC Holdings and the AMC Parties, and CSC Holdings and the AMC Parties were to share equally in the proceeds (including in the value of any non-cash consideration) of any settlement of the litigation.

In 2012, CSC Holdings and the Company settled the lawsuit (the "Settlement") and agreed that, pending a final determination of the allocation of the proceeds, the \$700,000 cash proceeds of the Settlement (the "Settlement Funds") would be distributed equally to each of the Company and Cablevision.

In 2013, Cablevision and the Company entered into an agreement (the "DISH Network Proceeds Allocation Agreement") in which a final allocation of the proceeds of the Settlement, including the Settlement Funds, was made. The principal terms of the DISH Network Proceeds Allocation Agreement were as follows: Cablevision received \$525,000 of the Settlement Funds and the Company received \$175,000 of the Settlement Funds representing the allocation of cash and non-cash proceeds (including the portion of the DISH Network affiliation agreement attributable to the Settlement). The DISH Network Proceeds Allocation Agreement was in full and final settlement of the allocation between Cablevision and the Company of the proceeds of the Settlement.

In accordance with the Company's Related Party Transaction Approval Policy, the final allocation of the proceeds from the Settlement was approved by an independent committee of the Company's Board of Directors, as well as an independent committee of Cablevision's board of directors.

In 2013, the Company recorded a litigation settlement gain of approximately \$133,000, included in operating income within the International and Other segment, representing the deferred litigation settlement proceeds liability of approximately \$308,000 recorded in the consolidated balance sheet at December 31, 2012 less the \$175,000 paid to Cablevision.

Note 20. Cash Flows

During 2014, 2013 and 2012, the Company's non-cash investing and financing activities and other supplemental data were as follows:

	Years Ended December 31,		
	2014	2013	2012
Non-Cash Investing and Financing Activities:			
<i>Continuing Operations:</i>			
Leasehold improvements paid by landlord	\$ —	\$ 100	\$ 2,938
Increase in capital lease obligations and related assets	18,747	865	1,398
Capital expenditures incurred but not yet paid	6,638	3,202	5,397
Promissory note payable	40,000	—	—
Deemed capital distribution related to the utilization of Cablevision tax losses	—	—	(1,794)
Deemed capital distribution related to adjustments to the liability for uncertain tax positions and net deferred tax assets as a result of the Distribution	—	—	(1,148)
<i>Supplemental Data:</i>			
Cash interest paid—continuing operations	122,305	112,053	113,493
Income taxes paid, net—continuing operations	99,772	135,708	40,522

Note 21. Accumulated Other Comprehensive Loss

The following table details the components of accumulated other comprehensive loss:

	Year Ended December 31, 2014			Year Ended December 31, 2013	
	Currency Translation Adjustment	Gains (Losses) on Cash Flow Hedges	Accumulated Other Comprehensive Income (Loss)	Gains (Losses) on Cash Flow Hedges	Accumulated Other Comprehensive Income (Loss)
Beginning Balance	\$ —	\$ (4,495)	\$ (4,495)	\$ (8,446)	\$ (8,446)
Other comprehensive loss before reclassifications	(74,758)	(762)	(75,520)	(1,018)	(1,018)
Amounts reclassified from accumulated other comprehensive loss	—	5,082	5,082	7,280	7,280
Net current-period other comprehensive (loss) income, before income taxes	(74,758)	4,320	(70,438)	6,262	6,262
Income tax expense	(2,734)	(1,581)	(4,315)	(2,311)	(2,311)
Net current-period other comprehensive (loss) income, net of income taxes	(77,492)	2,739	(74,753)	3,951	3,951
Ending Balance	\$ (77,492)	\$ (1,756)	\$ (79,248)	\$ (4,495)	\$ (4,495)

Amounts reclassified to net earnings for gains and losses on cash flow hedges designated as hedging instruments are included in interest expense in the consolidated statements of income.

Note 22. Segment Information

The Company classifies its operations into two operating segments: National Networks and International and Other. These operating segments represent strategic business units that are managed separately.

The Company generally allocates all corporate overhead costs to the Company's two operating segments based upon their proportionate estimated usage of services, including such costs as executive salaries and benefits, costs of maintaining corporate headquarters, facilities and common support functions (such as human resources, legal, finance, tax, accounting, audit, treasury, risk management, strategic planning and information technology) as well as sales support functions and creative and production services.

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

The Company evaluates segment performance based on several factors, of which the primary financial measure is operating segment adjusted operating cash flow (defined as operating income (loss) before depreciation and amortization, share-based compensation expense or benefit, restructuring expense or credit and the litigation settlement gain recorded in connection with the settlement with DISH Network). The Company does not consider the one-time litigation settlement gain with DISH Network to be indicative of its ongoing operating performance. The Company has presented the components that reconcile adjusted operating cash flow to operating income, an accepted GAAP measure and other information as to the continuing operations of the Company's reportable segments below.

During 2014, the manner in which the President and Chief Executive Officer, who is the chief operating decision maker, evaluates performance and makes decisions about how to allocate resources changed, resulting in the reorganization of the Company's operating segments. The National Networks operating segment now includes the results of AMC and Sundance Channel in Canada and AMC Networks Broadcasting & Technology, the Company's network technical services business, which primarily services the nationally distributed programming networks of the Company. Previously, the results of these operations were included in the International and Other operating segment. The results of AMC Networks International are included in the International and Other operating segment. Operating segment information for prior periods has been recast to reflect these changes.

	Year Ended December 31, 2014			
	National Networks	International and Other	Inter-segment eliminations	Consolidated
Revenues, net				
Advertising	\$ 764,610	\$ 55,726	\$ —	\$ 820,336
Distribution	979,312	378,495	(2,502)	1,355,305
Consolidated revenues, net	<u>\$ 1,743,922</u>	<u>\$ 434,221</u>	<u>\$ (2,502)</u>	<u>\$ 2,175,641</u>
Adjusted operating cash flow	\$ 633,584	\$ 24,421	\$ 1,474	\$ 659,479
Depreciation and amortization	(21,480)	(47,568)	—	(69,048)
Share-based compensation expense	(21,584)	(6,779)	—	(28,363)
Restructuring expense	(3,664)	(12,051)	—	(15,715)
Operating income (loss)	<u>\$ 586,856</u>	<u>\$ (41,977)</u>	<u>\$ 1,474</u>	<u>\$ 546,353</u>
Capital expenditures	\$ 13,462	\$ 26,277	\$ —	\$ 39,739

	Year Ended December 31, 2013			
	National Networks	International and Other	Inter-segment eliminations	Consolidated
Revenues, net				
Advertising	\$ 662,789	\$ —	\$ —	\$ 662,789
Distribution	873,498	55,887	(316)	929,069
Consolidated revenues, net	<u>\$ 1,536,287</u>	<u>\$ 55,887</u>	<u>\$ (316)</u>	<u>\$ 1,591,858</u>
Adjusted operating cash flow (deficit)	\$ 576,772	\$ (56,476)	\$ 3,893	\$ 524,189
Depreciation and amortization	(42,036)	(12,631)	—	(54,667)
Share-based compensation expense	(17,783)	(2,516)	—	(20,299)
Litigation settlement gain	—	132,944	—	132,944
Operating income	<u>\$ 516,953</u>	<u>\$ 61,321</u>	<u>\$ 3,893</u>	<u>\$ 582,167</u>
Capital expenditures	\$ 9,896	\$ 14,407	\$ —	\$ 24,303

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

	Year Ended December 31, 2012			
	National Networks	International and Other	Inter-segment eliminations	Consolidated
Revenues, net				
Advertising	\$ 522,917	\$ —	\$ —	\$ 522,917
Distribution	774,234	57,612	(2,186)	829,660
Consolidated revenues, net	<u>\$ 1,297,151</u>	<u>\$ 57,612</u>	<u>\$ (2,186)</u>	<u>\$ 1,352,577</u>
Adjusted operating cash flow (deficit)	\$ 503,951	\$ (42,395)	\$ 3,861	\$ 465,417
Depreciation and amortization	(75,099)	(10,281)	—	(85,380)
Share-based compensation expense	(14,939)	(2,263)	—	(17,202)
Restructuring credit	—	3	—	3
Operating income (loss)	<u>\$ 413,913</u>	<u>\$ (54,936)</u>	<u>\$ 3,861</u>	<u>\$ 362,838</u>
Capital expenditures	\$ 8,269	\$ 10,288	\$ —	\$ 18,557

Inter-segment eliminations are primarily revenues recognized by AMC Networks Broadcasting & Technology for transmission revenues recognized from the International and Other operating segment as well as licensing revenues recognized between the National Networks and International and Other segments.

	Years Ended December 31,		
	2014	2013	2012
Inter-segment revenues			
National Networks	\$ (1,802)	\$ (193)	\$ (298)
International and Other	(700)	(123)	(1,888)
	<u>\$ (2,502)</u>	<u>\$ (316)</u>	<u>\$ (2,186)</u>

No customer accounted for more than 10% of consolidated revenues, net for the year ended December 31, 2014. One customer accounted for 10% and 11% of the consolidated revenues, net for the years ended December 31, 2013 and 2012, respectively.

Failure to renew affiliation agreements with the Company's largest customers, or renewal on less favorable terms, or the termination of those agreements could have a material adverse effect on the Company's business. A reduced distribution of the Company's programming networks would adversely affect the Company's affiliation fee revenues, and impact the Company's ability to sell advertising or the rates the Company charges for such advertising.

The table below summarizes revenue based on customer location:

	Year Ended December 31, 2014
Revenue	
United States	\$ 1,733,402
Europe	311,503
Other	130,736
	<u>\$ 2,175,641</u>

The table below summarizes property and equipment based on asset location:

	December 31, 2014
Property and Equipment, net	
United States	\$ 79,832
Europe	33,380
Other	20,632
	<u>\$ 133,844</u>

Prior to 2014, substantially all revenues and assets of the Company were attributed to or located in the U.S.

Note 23. Condensed Consolidating Financial Statements

Debt of AMC Networks includes \$700,000 of 7.75% senior notes due July 2021 and \$600,000 of 4.75% senior notes due December 2022 (see Note 10). All outstanding senior notes issued by AMC Networks are guaranteed on a senior unsecured basis by certain of its existing and future domestic restricted subsidiaries (the "Guarantor Subsidiaries"). All Guarantor Subsidiaries are owned 100% by AMC Networks. The outstanding notes are fully and unconditionally guaranteed by the Guarantor Subsidiaries on a joint and several basis.

Set forth below are condensed consolidating financial statements presenting the financial position, results of operations, comprehensive income, and cash flows of (i) the Parent Company, (ii) the Guarantor Subsidiaries on a combined basis (as such guarantees are joint and several), (iii) the direct and indirect non-guarantor subsidiaries of the Parent Company (the "Non-Guarantor Subsidiaries") on a combined basis and (iv) reclassifications and eliminations necessary to arrive at the information for the Company on a consolidated basis.

Basis of Presentation

In presenting the condensed consolidating financial statements, the equity method of accounting has been applied to (i) the Parent Company's interests in the Guarantor Subsidiaries and the Non-Guarantor Subsidiaries, and (ii) the Guarantor Subsidiaries' interests in the Non-Guarantor Subsidiaries, even though all such subsidiaries meet the requirements to be consolidated under GAAP. All intercompany balances and transactions between the Parent Company, the Guarantor Subsidiaries and the Non-Guarantor Subsidiaries have been eliminated, as shown in the column "Eliminations."

The accounting basis in all subsidiaries, including goodwill and identified intangible assets, have been allocated to the applicable subsidiaries.

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

Condensed Consolidating Balance Sheet
December 31, 2014

	<u>Parent Company</u>	<u>Guarantor Subsidiaries</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Eliminations</u>	<u>Consolidated</u>
ASSETS					
Current Assets:					
Cash and cash equivalents	\$ 1,581	\$ 83,676	\$ 116,110	\$ —	\$ 201,367
Accounts receivable, trade (less allowance for doubtful accounts)	—	443,720	143,473	—	587,193
Amounts due from related parties, net	—	3,846	256	—	4,102
Current portion of program rights, net	—	350,750	86,552	—	437,302
Prepaid expenses, other current assets and intercompany receivable	44,011	75,631	6,702	(52,050)	74,294
Deferred tax asset, net	22,221	—	2,601	—	24,822
Total current assets	67,813	957,623	355,694	(52,050)	1,329,080
Property and equipment, net	—	80,064	53,780	—	133,844
Investment in affiliates	1,851,065	1,237,919	—	(3,088,984)	—
Program rights, net	—	878,294	81,647	—	959,941
Long-term intercompany receivable	624,100	111,263	—	(735,363)	—
Deferred carriage fees, net	—	44,644	2,093	—	46,737
Intangible assets, net	—	199,785	391,039	—	590,824
Goodwill	—	74,224	660,132	—	734,356
Other assets	26,760	63,700	91,345	—	181,805
Total assets	\$ 2,569,738	\$ 3,647,516	\$ 1,635,730	\$ (3,876,397)	\$ 3,976,587
LIABILITIES AND STOCKHOLDERS' DEFICIENCY					
Current Liabilities:					
Accounts payable	\$ 15	\$ 62,573	\$ 39,278	\$ —	\$ 101,866
Accrued liabilities and intercompany payable	39,566	155,569	61,701	(52,050)	204,786
Current portion of program rights obligations	—	212,310	58,889	—	271,199
Deferred revenue	—	30,184	6,704	—	36,888
Promissory note payable	—	—	40,000	—	40,000
Current portion of long-term debt	74,000	—	—	—	74,000
Current portion of capital lease obligations	—	2,226	727	—	2,953
Total current liabilities	113,581	462,862	207,299	(52,050)	731,692
Program rights obligations	—	453,343	12,329	—	465,672
Long-term debt	2,685,566	—	—	—	2,685,566
Capital lease obligations	—	11,884	15,502	—	27,386
Deferred tax liability, net	113,742	—	14,324	—	128,066
Other liabilities and intercompany payable	28,604	868,362	(76,100)	(735,363)	85,503
Total liabilities	2,941,493	1,796,451	173,354	(787,413)	4,123,885
Commitments and contingencies					
Redeemable noncontrolling interests	—	—	204,611	—	204,611
Stockholders' deficiency:					
AMC Networks stockholders' (deficiency) equity	(371,755)	1,851,065	1,237,919	(3,088,984)	(371,755)
Total AMC Networks stockholders' (deficiency) equity	(371,755)	1,851,065	1,237,919	(3,088,984)	(371,755)
Non-redeemable noncontrolling interests	—	—	19,846	—	19,846
Total Stockholders' (deficiency) equity	(371,755)	1,851,065	1,257,765	(3,088,984)	(351,909)
Total liabilities and stockholders' (deficiency) equity	\$ 2,569,738	\$ 3,647,516	\$ 1,635,730	\$ (3,876,397)	\$ 3,976,587

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

Condensed Consolidating Statement of Income
Year Ended December 31, 2014

	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
Revenues, net	\$ —	\$ 1,780,806	\$ 394,835	\$ —	\$ 2,175,641
Operating expenses:					
Technical and operating	—	768,040	215,589	(54)	983,575
Selling, general and administrative	—	451,891	109,037	22	560,950
Restructuring expense	—	6,527	9,188	—	15,715
Depreciation and amortization	—	34,482	34,566	—	69,048
	—	1,260,940	368,380	(32)	1,629,288
Operating income	—	519,866	26,455	32	546,353
Other income (expense):					
Interest expense, net	(79,150)	(43,608)	(6,071)	—	(128,829)
Share of affiliates income	552,836	(403)	—	(552,433)	—
Miscellaneous, net	(84,539)	74,176	(10,101)	(32)	(20,496)
	389,147	30,165	(16,172)	(552,465)	(149,325)
Income from continuing operations before income taxes	389,147	550,031	10,283	(552,433)	397,028
Income tax (expense) benefit	(128,350)	2,805	(3,610)	—	(129,155)
Income (loss) from continuing operations	260,797	552,836	6,673	(552,433)	267,873
Loss from discontinued operations, net of income taxes	—	—	(3,448)	—	(3,448)
Net income (loss) including noncontrolling interest	260,797	552,836	3,225	(552,433)	264,425
Net (income) loss attributable to noncontrolling interests	—	—	(3,628)	—	(3,628)
Net income (loss) attributable to AMC Networks' stockholders	\$ 260,797	\$ 552,836	\$ (403)	\$ (552,433)	\$ 260,797

Condensed Consolidating Statement of Comprehensive Income
Year Ended December 31, 2014

	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
Net income including noncontrolling interest	\$ 260,797	\$ 552,836	\$ 3,225	\$ (552,433)	\$ 264,425
Other comprehensive income (loss):					
Foreign currency translation adjustment	(81,980)	(81,980)	7,222	81,980	(74,758)
Unrealized gain on interest rate swaps	4,320	—	—	—	4,320
Other comprehensive (loss) income, before income taxes	(77,660)	(81,980)	7,222	81,980	(70,438)
Income tax expense	(4,315)	—	—	—	(4,315)
Other comprehensive (loss) income, net of income taxes	(81,975)	(81,980)	7,222	81,980	(74,753)
Comprehensive income	178,822	470,856	10,447	(470,453)	189,672
Comprehensive income attributable to noncontrolling interests	—	—	(1,304)	—	(1,304)
Comprehensive income attributable to AMC Networks' stockholders	\$ 178,822	\$ 470,856	\$ 9,143	\$ (470,453)	\$ 188,368

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

Condensed Consolidating Statement of Cash Flows
Year Ended December 31, 2014

	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net cash provided by (used in) operating activities	281,275	586,220	(116,690)	(375,043)	375,762
Cash flows from investing activities:					
Capital expenditures	(1,418)	(27,230)	(11,091)	—	(39,739)
Payments for acquisitions, net of cash acquired	—	—	(1,184,587)	—	(1,184,587)
Acquisition of investments	—	(5,251)	(124)	—	(5,375)
(Increase) decrease to investment in affiliates	(149,582)	(143,481)	—	293,063	—
Proceeds from insurance settlements	—	654	—	—	654
Proceeds from the sale of an investment	—	—	5,837	—	5,837
Net cash (used in) provided by investing activities	(151,000)	(175,308)	(1,189,965)	293,063	(1,223,210)
Cash flows from financing activities:					
Proceeds from the issuance of long-term debt	600,000	—	—	—	600,000
Payments for financing costs	(9,266)	—	—	—	(9,266)
Deemed repurchases of restricted stock	(22,192)	—	—	—	(22,192)
Proceeds from stock option exercises	1,103	—	—	—	1,103
Excess tax benefits from share-based compensation arrangements	6,798	—	—	—	6,798
Principal payments on capital lease obligations	—	(1,910)	(491)	—	(2,401)
Long-term intercompany debt	(624,099)	624,099	—	—	—
Cash contributions from member	—	(1,386,837)	1,386,837	—	—
Contributions from noncontrolling interest member	—	—	835	—	835
Net cash (used in) provided by financing activities	(47,656)	(764,648)	1,387,181	—	574,877
Net increase (decrease) in cash and cash equivalents from continuing operations	82,619	(353,736)	80,526	(81,980)	(272,571)
Cash flows from discontinued operations:					
Net cash used in operating activities	—	—	(2,955)	—	(2,955)
Net decrease in cash and cash equivalents from discontinued operations	—	—	(2,955)	—	(2,955)
Effect of exchange rate changes on cash and cash equivalents	(81,980)	(81,980)	36,922	81,980	(45,058)
Cash and cash equivalents at beginning of year	942	519,392	1,617	—	521,951
Cash and cash equivalents at end of year	<u>\$ 1,581</u>	<u>\$ 83,676</u>	<u>\$ 116,110</u>	<u>\$ —</u>	<u>\$ 201,367</u>

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

Note 24. Interim Financial Information (Unaudited)

The following is a summary of the Company's selected quarterly financial data for the years ended December 31, 2014 and 2013:

	For the three months ended,				2014
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	
2014:					
Revenues, net	\$ 524,554	\$ 522,093	\$ 519,550	\$ 609,444	\$ 2,175,641
Operating expenses	(376,921)	(392,618)	(409,321)	(450,428)	(1,629,288)
Operating income	<u>\$ 147,633</u>	<u>\$ 129,475</u>	<u>\$ 110,229</u>	<u>\$ 159,016</u>	<u>\$ 546,353</u>
Income from continuing operations, net of income taxes	\$ 71,987	\$ 60,180	\$ 54,069	\$ 81,637	\$ 267,873
Loss from discontinued operations, net of income taxes	\$ (750)	\$ (1,732)	\$ (966)	\$ —	\$ (3,448)
Net income including noncontrolling interests	\$ 71,237	\$ 58,448	\$ 53,103	\$ 81,637	\$ 264,425
Net income attributable to AMC Networks' stockholders	\$ 71,367	\$ 58,655	\$ 53,160	\$ 77,615	\$ 260,797
Basic net income per share attributable to AMC Networks' stockholders:					
Income from continuing operations	\$ 1.00	\$ 0.84	\$ 0.75	\$ 1.08	\$ 3.67
Net income	\$ 0.99	\$ 0.81	\$ 0.74	\$ 1.08	\$ 3.62
Diluted net income per share attributable to AMC Networks' stockholders:					
Income from continuing operations	\$ 0.99	\$ 0.83	\$ 0.74	\$ 1.06	\$ 3.63
Net income	\$ 0.98	\$ 0.81	\$ 0.73	\$ 1.06	\$ 3.58

	For the three months ended,				2013
	March 31, 2013	June 30, 2013	September 30, 2013	December 31, 2013	
2013:					
Revenues, net	\$ 381,961	\$ 379,322	\$ 395,328	\$ 435,247	\$ 1,591,858
Operating expenses	(254,477)	(131,998)	(272,941)	(350,275)	(1,009,691)
Operating income	<u>\$ 127,484</u>	<u>\$ 247,324</u>	<u>\$ 122,387</u>	<u>\$ 84,972</u>	<u>\$ 582,167</u>
Income from continuing operations, net of income taxes	\$ 61,517	\$ 135,731	\$ 57,950	\$ 34,962	\$ 290,160
Net income including noncontrolling interests	\$ 61,517	\$ 135,731	\$ 57,950	\$ 34,962	\$ 290,160
Net income attributable to AMC Networks' stockholders	\$ 61,517	\$ 135,731	\$ 58,111	\$ 35,379	\$ 290,738
Basic net income per share attributable to AMC Networks' stockholders:					
Income from continuing operations	\$ 0.86	\$ 1.90	\$ 0.81	\$ 0.49	\$ 4.06
Net income	\$ 0.86	\$ 1.90	\$ 0.81	\$ 0.49	\$ 4.06
Diluted net income per share attributable to AMC Networks' stockholders:					
Income from continuing operations	\$ 0.85	\$ 1.87	\$ 0.80	\$ 0.49	\$ 4.00
Net income	\$ 0.85	\$ 1.87	\$ 0.80	\$ 0.49	\$ 4.00

The operating results of acquisitions are included from the date of the acquisition and impact quarter over quarter and year over year comparability. In addition, there have been changes in the level of the Company's revenues, net from quarter to quarter and/or changes from year to year due primarily to increased distribution revenue and advertising revenue. In addition, the Company's operating expenses have also changed from quarter to quarter and/or year over year due primarily to the timing of the exhibition, promotion and marketing of program rights and/or program rights write-downs based on management's assessment of programming

AMC NETWORKS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
(Dollars in thousands, except per share amounts)

usefulness and restructuring charges. In addition to the changes in operating income, non-operating income and expense items such as interest expense, net, restructuring charges, write-off of deferred financing costs, loss on extinguishment of debt and income tax expense also impact quarter over quarter and year over year net income.

AMC NETWORKS INC. AND SUBSIDIARIES

**SCHEDULE II
VALUATION AND QUALIFYING ACCOUNTS
(Dollars in thousands)**

	Balance at Beginning of Period	Provision for (Recovery of) Bad Debt	Deductions/ Write-Offs and Other Charges, Net	Balance at End of Period
Year Ended December 31, 2014				
Allowance for doubtful accounts	\$ 931	\$ 1,195	\$ 2,150	\$ 4,276
Year Ended December 31, 2013				
Allowance for doubtful accounts	\$ 1,378	\$ 1,440	\$ (1,887) *	\$ 931
Year Ended December 31, 2012				
Allowance for doubtful accounts	\$ 3,092	\$ (1,265)	\$ (449) *	\$ 1,378

* Amounts represent primarily the write-off of certain uncollectible trade receivables that had previously been fully reserved.

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED CREDIT AGREEMENT

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”), dated as of January [], 2015, among AMC NETWORKS INC., a Delaware corporation (the “Company”), AMC NETWORK ENTERTAINMENT LLC, a New York limited liability company (collectively with the Company, the “Borrower”), the Restricted Subsidiaries party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”), the Collateral Agent and L/C Issuer, and each Lender party hereto. Terms used herein and not otherwise defined have the meaning set forth in the Credit Agreement (as defined below), as amended by this Amendment.

PRELIMINARY STATEMENTS:

(1) The Borrower, Administrative Agent and the Lenders and other parties named therein have entered into a Credit Agreement dated as of December 16, 2013 (as the same may have been amended, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”).

(2) The Borrower has requested, and the Required Lenders, upon the terms and conditions set forth herein, have agreed to enter into this Amendment to effect (i) the proposed global reorganization of the international operations of the Company (including the Chello Company) and (ii) certain other amendments to the Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

SECTION 1. Amendments to Credit Agreement. The Credit Agreement is, effective as of the Amendment No. 1 Effective Date (as hereinafter defined) and subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, hereby amended as follows:

(a) The Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

SECTION 2. Conditions of Effectiveness to Amendment No. 1. Section 1 of this Amendment shall become effective on the date (the “Amendment No. 1 Effective Date”) when, and only when, the following conditions shall have been satisfied:

(a) The Administrative Agent shall have received counterparts of this Amendment executed by each Loan Party and the Required Lenders or, as to any of the Lenders, written evidence reasonably satisfactory to the Administrative Agent that such Lender has executed this Amendment.

(b) The Administrative Agent shall have received evidence that all fees previously agreed among the Borrower and any lead arranger in respect of this Amendment have been paid.

(c) The Administrative Agent shall have received (1) a certificate of the Borrower dated as of the Amendment No. 1 Effective Date signed on behalf of the Borrower by a Responsible Officer of the Borrower, certifying on behalf of each Loan Party that the representations and warranties of such Loan Party set forth in Sections 3(a), (b) and (d) are true and correct and (2) the articles of incorporation, certificate of limited partnership or certificate of formation or organization (certified by the Secretary of State of such Loan Party's organization) of each Loan Party and the partnership agreement or limited liability company or operating agreement of each Loan Party or, as to any such Loan Party, a certificate that such constitutive documents of such Loan Party have not materially changed since such Loan Party became a party to the Credit Agreement.

SECTION 3. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent and the Lenders that:

(a) (i) The execution, delivery and performance by such party of this Amendment and the transactions contemplated hereby have been duly authorized by all necessary corporate or other action and do not and will not: (A) violate any Law currently in effect (other than violations that, singly or in the aggregate, have not had and are not likely to have a Materially Adverse Effect), or any provision of any of the Company's or the Restricted Subsidiaries' respective organizational documents presently in effect; (B) conflict with or result in the breach of, or constitute a default or require any consent under, or require any payment to be made under (1) any Contractual Obligation to which the Company or any of the Restricted Subsidiaries is a party or their respective properties may be bound or affected or (2) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Company or any of the Restricted Subsidiaries or their respective properties are subject (in each case, other than any conflict, breach, default or required consent that, singly or in the aggregate, have not had and are not likely to have a Materially Adverse Effect); or (C) except as provided under any Loan Document, result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties or assets now owned or hereafter acquired by the Company or any of the Restricted Subsidiaries, and (ii) this Amendment has been duly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms (except for limitations on enforceability under bankruptcy, reorganization, insolvency and other similar laws affecting creditors' rights generally and limitations on the availability of the remedy of specific performance imposed by the application of general equitable principles).

(b) Both immediately before and immediately after the Amendment No. 1 Effective Date, the representations and warranties of such Loan Party contained in the Credit Agreement and any other Loan Document are true and correct in all material respects; provided that, to the extent that such representations and warranties expressly refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(c) On the Amendment No. 1 Effective Date, the Chello Company Holding Companies do not have any Indebtedness owed to any entity that is not a Subsidiary of the Company.

(d) Both immediately before and immediately after the Amendment No. 1 Effective Date, no Default or Event of Default has occurred and is continuing.

SECTION 4. Reference to and effect on the Credit Agreement and the Loan Documents. (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Credit Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case as amended by this Amendment.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(d) Each Loan Party hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party, (ii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, the grant of security made by such Loan Party pursuant to the Security Agreement) and confirms that such liens and security interests continue to secure the Obligations under the Loan Documents, subject to the terms thereof and (iii) in the case of each Guarantor, ratifies and reaffirms its guaranty of the Obligations pursuant to the Guaranty.

SECTION 5. Costs and Expenses The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution, delivery and administration of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent) in accordance with the terms of Section 10.04 of the Credit Agreement.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or other electronic delivery (e.g., “pdf”) shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9. Loan Document. This Amendment shall constitute and be deemed to be a Loan Document as defined in the Credit Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMC NETWORKS INC.

By: _____
Name:
Title:

AMC NETWORK ENTERTAINMENT LLC

By: _____
Name:
Title:

[OTHER LOAN PARTIES]

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Lender, L/C Issuer and Swing Line Lender

By: _____
Name:
Title:

Required Lenders' Signature Page to Amendment No. 1 to Credit Agreement

[_____],

By: _____
Name:
Title:

¹By: _____
Name:
Title:]

¹Add another signature line if applicable.

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of December 16, 2013

among

AMC NETWORKS INC.,
as the Company and an initial Borrower,

AMC NETWORK ENTERTAINMENT LLC,
as an initial Borrower,

CERTAIN SUBSIDIARIES OF THE COMPANY,
as Restricted Subsidiaries,

THE LENDERS PARTY HERETO,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Collateral Agent and L/C Issuer

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
and
J.P. MORGAN SECURITIES LLC,

as Joint Lead Arrangers and Joint Bookrunners

BARCLAYS BANK PLC,
BNP PARIBAS,
CITIBANK, N.A.,
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK.
and

THE BANK OF NOVA SCOTIA
as Joint Bookrunners and Co-Documentation Agents

BANK OF AMERICA, N.A.,
as Syndication Agent

(as amended pursuant to Amendment No. 1, dated as of January 29, 2015)

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AMENDED AND RESTATED CREDIT AGREEMENT

This AMENDED AND RESTATED CREDIT AGREEMENT is entered into as of December 16, 2013 (this “Credit Agreement”), among AMC NETWORKS INC., a Delaware corporation (the “Company”), AMC NETWORK ENTERTAINMENT LLC, [a New York limited liability company](#) (collectively with the Company and each Additional Borrower (as defined below), the “Borrower”), the Restricted Subsidiaries identified herein, the lenders which are parties hereto, together with their respective successors and assigns, and JPMORGAN CHASE BANK, N.A., as Administrative Agent, Collateral Agent and L/C Issuer.

R E C I T A L S

WHEREAS, the Company has requested that the Lenders provide revolving credit and term loans for the purposes set forth in Section 7.10, including the refinancing of, and repayment of amounts outstanding under, the Original Credit Agreement (such term and each other capitalized term used but not defined in these recitals having the meaning ascribed thereto in Article I of this Credit Agreement);

WHEREAS, the Revolving Credit Facility and the Term A Facility are to be made available by the Lenders in accordance with the terms and conditions of this Credit Agreement by the funding of the loans thereunder as set forth herein;

WHEREAS, each of the Guarantors expects to derive benefit, directly or indirectly, from the making of the loans under the Facilities; and

WHEREAS, the Lenders are willing to amend and restate the Original Credit Agreement and to make available the loans under the Facilities on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto amend and restate the Original Credit Agreement and covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING MATTERS

Section 1.01 Certain Defined Terms. As used herein, the following terms shall have the following meanings:

“Activities” has the meaning given to such term in Section 9.02(b).

“Additional Borrower” has the meaning given to such term in Section 10.19.

“Administrative Agent” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder and its successors in such capacity.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth in Section 10.02 or such other address or account as the Administrative Agent may from time to time notify to the Company and the Lenders.

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent.

“Affiliate” means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided that, in any event, any Person which owns directly or indirectly 10% or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 10% or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to control such corporation or other Person; and provided further that no individual shall be an Affiliate of a Person solely by reason of his or her being an officer, director, manager, member or partner of such Person, except in the case of a partner or member if his or her interests in such partnership or limited liability company, as applicable, shall qualify him or her as an Affiliate.

“Affiliation Agreement” means any agreement between the Company or any of its Affiliates and a distributor pursuant to which such distributor agrees, among other things, to distribute and exhibit to its subscribers programming of the Company or such Affiliate, as the case may be.

“Agent’s Group” has the meaning given to such term in Section 9.02(b).

“Aggregate Commitments” means the Commitments of all the Lenders.

“AMC” means AMC Network Entertainment LLC, a New York limited liability company.

“AMCNI” means AMC Networks International LLC (formerly AMC Acquisition Company LLC), a Delaware limited liability company.

“AMC Global” means AMC Global Holdings CV, a Dutch partnership.

“Amendment No. 1 Effective Date” has the meaning given such term in Amendment No. 1 to the Amended and Restated Credit Agreement dated as of January 29, 2015 among the Borrower, the other Loan Parties, the Lenders party thereto and the Administrative Agent.

“Annual Operating Cash Flow” means, as of any date, Operating Cash Flow for the period of four consecutive Quarters covered by the then most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d).

“Annual Total Interest Expense” means, as of any date, Total Interest Expense for the period of four consecutive Quarters covered by the then most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d).

“Anti-Corruption Laws” means all published laws, rules, and regulations of any jurisdiction applicable to the Company or its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Percentage” means (a) in respect of the Term A Facility, with respect to any Term A Lender at any time, the percentage (carried out to the ninth decimal place) of the Term A Facility represented by (i) on or prior to the Closing Date, such Term A Lender’s Term A Commitment at such time and (ii) thereafter, the principal amount of such Term A Lender’s Term A Loans at such time, (b) in respect of any Incremental Term Facility, with respect to any Incremental Term Lender at any time, the percentage (carried out to the ninth decimal place) of such Incremental Term Facility represented by the principal amount of such Incremental Term Lender’s Incremental Term Loans at such time, and (c) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender’s Revolving Credit Commitment at such time. If the commitment of each Revolving Credit Lender to make Revolving Credit Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Revolving Credit Commitments have expired, then the Applicable Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility shall be determined based on the Applicable Percentage of such Revolving Credit Lender in respect of the Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender in respect of each Facility is set forth opposite the name of such Lender on Schedule 2.01 (or, in the case of any Incremental Term Lender, on Schedule I to an Incremental Term Supplement, if any) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means, (a) with respect to the Term A Facility and the Revolving Credit Facility, the applicable percentage per annum set forth in the table below determined by reference to the Cash Flow Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 7.01(d); provided, that for the period of six months after the Closing Date, the Applicable Rate with respect to the Term A Facility and the Revolving Credit Facility shall be the greater of (i) 1.00% per annum for Base Rate Loans and 2.00% per annum for Eurodollar Rate Loans and (ii) the applicable percentage per annum set forth below determined by reference to the Cash Flow Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 7.01(d):

Pricing Level	Cash Flow Ratio	Eurodollar Rate (Letters of Credit)	Base Rate
1	<4.00:1.00	1.50%	0.50%
2	≥4.00:1.00 but <5.00:1.00	1.75%	0.75%
3	≥5.00:1.00 but <5.75:1.00	2.00%	1.00%

Pricing Level	Cash Flow Ratio	Eurodollar Rate (Letters of Credit)	Base Rate
4	≥5.75:1.00	2.25%	1.25%

and (b) with respect to an Incremental Term Facility, the rate specified as such in the applicable Incremental Term Supplement.

Any increase or decrease in the Applicable Rate with respect to the Term A Facility and Revolving Credit Facility resulting from a change in the Cash Flow Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 7.01(d); provided, however, that if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 4 shall apply in respect of the Term A Facility and the Revolving Credit Facility as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered.

“Applicable Revolving Credit Percentage” means with respect to any Revolving Credit Lender at any time, such Revolving Credit Lender’s Applicable Percentage in respect of the Revolving Credit Facility at such time.

“Appropriate Lender” means, at any time, (a) with respect to any of the Term A Facility, Revolving Credit Facility or Incremental Term Facility, if any, a Lender that has a Commitment with respect to such Facility or holds a Term A Loan, Revolving Credit Loan or Incremental Term Loan, if any, respectively, at such time, (b) with respect to the Swingline Sublimit, the Swingline Lender, and (c) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Revolving Credit Lenders.

“Approved Electronic Communications” means, for purposes of identifying all Communications which may be made on the Approved Electronic Platform, each Communication that any Loan Party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein, including any financial statement, financial or other report, notice, request, certificate or other information material; provided, however, that, solely with respect to delivery of any such Communication by any Loan Party to the Administrative Agent and without limiting or otherwise affecting either the Administrative Agent’s right to effect delivery of such Communication by posting such Communication to the Approved Electronic Platform or the protections afforded hereby to the Administrative Agent in connection with any such posting, “Approved Electronic Communication” shall exclude (i) any notice of borrowing, letter of credit request, swingline loan request, notice of conversion or continuation, and any other notice, demand, communication, information, document or other material relating to a request for a new, or a conversion of an existing, Borrowing, (ii) any notice pursuant to Section 2.04(a) and Section 2.04(b) and any other notice relating to the payment of any principal or other amount due under any Loan Document prior to the scheduled date therefor, (iii) all notices of any Default or Event of Default and (iv) any notice, demand, communication, information, document or other material required to be delivered to satisfy any of the conditions set forth in Article V or any other condition to any Borrowing or other extension of credit hereunder or any condition precedent to the effectiveness of this Credit Agreement (provided that, for avoidance

of doubt any such excluded Communication listed in clause (i) through clause (iv) may be made by electronic mail as provided in Section 10.02(b)(iv)).

“Approved Electronic Platform” has the meaning given to such term in Section 10.02(d).

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit H or any other form approved by the Administrative Agent.

“Atmedia POL” has the meaning given to such term in the definition of “Chello Acquisition” under this Section 1.01.

“Availability Period” means in respect of the Revolving Credit Facility, the period from and including the Closing Date to the earliest of (i) the Maturity Date for the Revolving Credit Facility, (ii) the date of termination of the Revolving Credit Commitments pursuant to Section 2.05, and (iii) the date of termination of the commitment of each Revolving Credit Lender to make Revolving Credit Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by JPMCB as its “prime rate” and (c) the Eurodollar Rate that would be payable on such day for a Eurodollar Rate Loan with a one month interest period plus 1%. The “prime rate” is a rate set by JPMCB based upon various factors including JPMCB’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by JPMCB shall take effect at the opening of business on the day specified in the public announcement of such change.

“Base Rate Loan” means a Revolving Credit Loan, Term A Loan, Swingline Loan or Incremental Term Loan, if any, that bears interest based on the Base Rate.

“Borrower” has the meaning given to such term in the preamble to this Credit Agreement.

“Borrower Agent” has the meaning given to such term in Section 2.17.

“Borrowing” means a Revolving Credit Borrowing, Term A Borrowing, Swingline Borrowing or Incremental Term Borrowing, if any, as the context may require.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the State of New York and, if such day relates to any Eurodollar Rate Loan, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

“Cablevision” means Cablevision Systems Corporation, a Delaware corporation.

“Capital Lease Obligations” means, as to any Person, the obligations of such Person to pay rent or other amounts under a Lease of (or other agreement conveying the right to use) real and/or personal property, which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP and, for purposes of this Credit Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

“Carriage Suspension Adjustment” has the meaning specified in the definition of “Operating Cash Flow”.

“Cash Collateral” has the meaning given to such term in Section 2.03(g).

“Cash Collateralize” has the meaning given to such term in Section 2.03(g).

“Cash Equivalents” means any of the following types of Investments, to the extent owned by the Company or any of its Restricted Subsidiaries free and clear of all Liens (other than Liens created under the Collateral Documents and other Liens permitted hereunder):

- (a) marketable, direct obligations of the United States of America maturing within 397 days of the date of purchase;
- (b) commercial paper outstanding at any time issued by any Person organized under the laws of any state of the United States of America, which Person shall have a consolidated net worth of at least \$250,000,000 and shall conduct a substantial part of its business in the United States of America, maturing within 180 days from the date of the original issue thereof, and rated “P-1” or better by Moody’s or “A-1” or better by S&P;
- (c) fully collateralized repurchase agreements in such amounts and with such financial institutions having a rating of “Baa” or better from Moody’s, or a rating of “A-” or better from S&P, as the Company may select from time to time;
- (d) certificates of deposit, banker’s acceptances and time deposits maturing within 397 days after the date of purchase, which are issued by any Lender or by a United States national or state bank or foreign bank having capital, surplus and undivided profits totaling more than \$100,000,000, and having a rating of “Baa” or better from Moody’s or a rating of “A-” or better from S&P;

(e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$3,000,000,000;

(f) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (d) of this definition, having a term of not more than thirty days, with respect to securities issued or fully guaranteed or insured by the United States government;

(g) obligations of any State, commonwealth or territory of the United States or any political subdivision thereof for the payment of the principal and redemption price of and interest on which there shall have been irrevocably deposited the government obligations described in clause (a) of this definition maturing as to principal and interest at times and in amounts sufficient to provide such payment;

(h) auction preferred stock rated in the highest short-term credit rating category by S&P or Moody's;

(i) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition); or

(j) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (i) of this definition.

In the case of Investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (a) through (j) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from S&P, Moody's or Fitch Ratings Inc. and (ii) other short term investments utilized by the Company and the Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous in such country to the foregoing investments in clauses (a) through (j) and in this paragraph.

“Cash Flow Ratio” means, as of any date, the ratio of (i) the sum of the aggregate outstanding principal amount of all Net Debt outstanding on such date (determined on a consolidated basis) plus (but without duplication of Indebtedness supported by Letters of Credit) the aggregate undrawn face amount of all L/C Obligations outstanding on such date to (ii) Annual Operating Cash Flow (and any change in such ratio as a result of a change in the amount of Indebtedness or Letters of Credit shall be effective as of the date such change shall occur and any change in such ratio as a result of a change in the amount of Annual Operating Cash Flow shall be effective as of the date of receipt by the Administrative Agent of the Compliance Certificate delivered pursuant to Section 7.01(d), reflecting such change). Notwithstanding the foregoing, for purposes of calculating the Cash Flow Ratio, there shall be excluded from Net Debt, to the extent otherwise included as Net Debt, (A) any deferred or contingent obligation of the Company to pay the consideration for an Investment not prohibited by Section 7.18 to the extent such obligation can be satisfied with the delivery of Equity Interests of the Company and the Company covenants and agrees in a notice to

the Administrative Agent that such obligation shall be satisfied solely by the delivery of such Equity Interests; (B) any deferred purchase price in connection with any acquisition not prohibited by Section 7.18 to the extent that the Company's obligations in respect of such deferred purchase price consist solely of an agreement to deliver Equity Interests of the Company and the Company covenants and agrees in a notice to the Administrative Agent that such obligation shall be satisfied solely by the delivery of such Equity Interests; (C) all obligations under any Secured Hedge Agreement or Monetization Indebtedness; and (D)(x) all obligations under any Guarantee permitted under subparagraph (x) of Section 7.16 and (y) all obligations under any Guarantee not prohibited by Section 7.16 so long as the obligations under such Guarantees referred to in this clause (y) are payable, solely at the option of the Company, in Equity Interests of the Company and the Company covenants and agrees in a notice to the Administrative Agent that such obligation shall be satisfied solely by the delivery of such Equity Interests.

“Cash Management Agreement” means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

“Cash Management Bank” means any Person that, (i) at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Cash Management Agreement, or (ii) on the Closing Date is a Lender or an Affiliate of a Lender and was also a “Lender” or an “Affiliate” of a “Lender,” under the Original Credit Agreement, and on the Closing Date is a party to a Cash Management Agreement that qualified as a “Cash Management Agreement” under the Original Credit Agreement, in its capacity as a party to such Cash Management Agreement.

“Change in Law” means the occurrence, after the date of this Credit Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chello Acquisition” means the acquisition of all of the equity interests and certain related loan receivables of CZHL, Plator Holding BV, a Netherlands company (“Plator”), Chello Benelux Movieco Limited, an England and Wales company (“CBML”), Chello Latin America LLC, a Delaware limited liability company (“Chello Latam”), Chellomedia Services B.V., a Netherlands company (“CMS”), At Media Sp. z.o.o., a Polish company (“Atmedia POL”), Chello Central Europe Zrt, a Hungary company (“CCE HU”) and Chello Central Europe S.r.o., a Czech Republic company, all of the preferred equity interest in Chello MovieCo, Inc., a Delaware corporation (“CMC Inc” and together with CZHL, Plator, CBML, Chello Latam, CMS, DXD POL, Atmedia POL and CCE

HU, which, collectively together with their subsidiaries, are hereinafter referred to as the “Chello Company”).

“Chello Acquisition Agreement” means the Agreement for the Acquisition of The Chello Group dated October 28, 2013 for the acquisition by the Company, ~~AMC Acquisition Company LLC~~ AMCNI, AMC Chello Zone Holdings Ltd, AMC Minority Holdings B.V. and AMC DMC Holdings B.V. of the Chello Company from Chellomedia Programming B.V., Chellomedia Programming Financing HoldCo II B.V., Chellomedia Direct Programming B.V., United Latin America Programming LLC, LMINT Holdings LLC, LGI Ventures B.V. and Chellomedia CEE HoldCo B.V (collectively, the “Sellers”).

“Chello Company” has the meaning given to such term in the definition of “Chello Acquisition” under this Section 1.01.

“Chello Company Holding Companies” means all Foreign Subsidiaries directly held by AMCNI on the Amendment No. 1 Effective Date.

“Chello Termination Date” has the meaning given to such term in Section 2.01(a).

“Closing Date” means the first date all the conditions precedent in Section 5.01 (relating to the Initial Term A Borrowing) are satisfied or waived in accordance with Section 10.01.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” means all of the “Collateral” referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Administrative Agent for the benefit of the Secured Parties.

“Collateral Agent” means JPMCB in its capacity as collateral agent for the Lenders under the Collateral Documents and its successors in such capacity.

“Collateral Documents” means, collectively, the Security Agreement, the Pledge Agreement, the Intellectual Property Security Agreement(s), the Mortgages and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

“Committed Loan Notice” means a notice of (a) a Term A Borrowing, (b) a Revolving Credit Borrowing, (c) a Swingline Borrowing, (d) a conversion of Loans from one Type to the other, or (e) a continuation of Eurodollar Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

“Commitment” means a Term A Commitment, Revolving Credit Commitment or Incremental Term Commitment, if any, as the context may require.

“Commitment Fee” has the meaning given to such term in Section 2.08(a).

“Communications” means each notice, demand, communication, information, document and other material provided for hereunder or under any other Loan Document or otherwise transmitted between the parties hereto relating to this Credit Agreement, the other Loan Documents, any Loan Party or its Affiliates, or the transactions contemplated by this Credit Agreement or the other Loan Documents including, without limitation, all Approved Electronic Communications.

“Compliance Certificate” means a certificate of a senior financial executive of the Company in substantially the form of Exhibit C.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is legally bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Copyright Licenses” means any agreement, whether written or oral, providing for the grant by or to a Person of any right under any Copyright.

“Copyrights” means all copyrights in all works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise.

“Credit Agreement” has the meaning given to such term in the preamble hereto.

“Credit Extension” means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“Cumulative Interest Expense” means for the period from July 1, 2011 through the end of the most recently ended Quarter as to which financial statements have been delivered pursuant to Section 7.01, the aggregate of the interest expense of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

“Cumulative Operating Cash Flow” means an amount, determined on the date of any proposed Restricted Payment, as applicable, equal to Operating Cash Flow for the period from July 1, 2011 through the end of the most recently ended Quarter as to which financial statements have been delivered pursuant to Section 7.01.

“CZHL” means Chello Zone Holdings Limited, an England and Wales company.

“Debt Instruments” means, collectively, the respective notes and debentures evidencing, and indentures and other agreements governing, any Indebtedness.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

“Defaulting Lender” means, at any time, a Lender as to which the Administrative Agent has notified the Company that (i) such Lender has failed for three Business Days or more to comply with its obligations under this Credit Agreement to make a Loan or make a payment to the L/C Issuer in respect of an L/C Obligation or make a payment to the Swingline Lender in respect of a Swingline Loan (each a “funding obligation”) unless such Lender notifies the Administrative Agent and the Company in writing that such failure is the result of such Lender’s good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) such Lender has notified the Administrative Agent in writing, or has stated publicly, that it will not comply with any such funding obligation, or (iii) a Lender Insolvency Event has occurred and is continuing with respect to such Lender (provided that neither the reallocation of funding obligations provided for in Section 2.16(b) as a result of a Lender being a Defaulting Lender nor the performance by Non-Defaulting Lenders of such reallocated funding obligations shall by themselves cause the relevant Defaulting Lender to become a Non-Defaulting Lender). Any determination that a Lender is a Defaulting Lender under clauses (i) through (iii) above shall be made by the Administrative Agent in its reasonable discretion acting in good faith. The Administrative Agent will promptly send to all parties hereto a copy of any notice to the Company referred to above.

“Deferred Carriage Fee Amortization” means amounts exchanged (monetary and non-monetary) with multichannel video programming distributors to obtain additional subscribers and/or guarantee carriage of certain programming services which are amortized as a reduction of revenue over the period of the related affiliation arrangement and determined in accordance with GAAP.

“Defined Percentage” means 66%, but, if a Change in Law provides for an increase or decrease in the percentage of the total combined voting power of all classes of voting stock of a Foreign Subsidiary directly owned by a Domestic Subsidiary that may be pledged without being treated as an indirect pledge of such Foreign Subsidiary’s assets, then such percentage as provided by such Change in Law rounded down to the nearest whole number of percentage points.

“Designated Borrower” has the meaning given to such term in Section 10.19.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided that the term Disposition specifically excludes (i) sale, transfer, license, lease or other disposition of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business, (ii) sale, transfer, license, lease or other disposition of receivables, inventory and other current assets in the ordinary course of business; (iii) sale, transfer, license, lease or other disposition of property by any Restricted Subsidiary to the Company or to another Restricted Subsidiary; provided that if the transferor of such property is a Guarantor, the transferee thereof must either be the Borrower or a Guarantor; (iv) sale, transfer, license, lease or other disposition of property permitted by Section 7.24(i) through (vii) and (x) through (xvi); and (v) sale, transfer, license, lease or other disposition of property involving property or assets having a fair market value of less than \$5,000,000.

“Distribution Agreement” means the Distribution Agreement dated as of June 6, 2011, between the Borrower and CSC Holdings, LLC, relating to, inter alia, the contribution of the Programming Network Business to the Borrower.

“Distribution Transaction” means (i) the contribution to the Borrower of the Programming Network Business from CSC Holdings, LLC in exchange for the issuance or transfer to CSC Holdings, LLC of common stock of the Borrower, Senior Notes and Term B Notes, (ii) the distribution by CSC Holdings, LLC of the Borrower’s common stock to Cablevision, and (iii) the distribution by Cablevision of the Borrower’s common stock to the common shareholders of Cablevision, in each case pursuant to the Distribution Agreement.

“Distribution Transaction Agreements” means the agreements listed on Schedule 1.01(iv).

“Dolan” means Charles F. Dolan.

“Dolan Family Interests” means (i) any Dolan Family Member, (ii) any trusts for the benefit of any Dolan Family Members, (iii) any estate or testamentary trust of any Dolan Family Member for the benefit of any Dolan Family Members, (iv) any executor, administrator, conservator or legal or personal representative of any Person or Persons specified in clauses (i), (ii) and (iii) above to the extent acting in such capacity on behalf of any Dolan Family Member or Members and not individually, and (v) any corporation, partnership, limited liability company or other similar entity, in each case 80% of which is owned and controlled by any of the foregoing or combination of the foregoing.

“Dolan Family Members” means Dolan, his spouse, his descendants and any spouse of any of such descendants.

“Dollars” and “\$” means lawful money of the United States of America.

“Domestic Subsidiary” shall mean any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia, except that (1) no Subsidiary of a Foreign Subsidiary shall be a Domestic Subsidiary, and (2) no Subsidiary of ~~AMC Acquisition Company LLC (or its successor)~~ an Excluded Domestic Subsidiary shall be a Domestic Subsidiary.

“Eligible Assignee” means (a) with respect to any assignment of any Revolving Credit Commitment or Revolving Credit Loan, (i) a Revolving Credit Lender, (ii) an Affiliate of a Revolving Credit Lender, and (iii) any other Person (other than a natural person) approved by (A) the Administrative Agent, (B) in the case of any assignment of a Revolving Credit Commitment, the Swingline Lender and the L/C Issuer, and (C) unless an Event of Default has occurred and is continuing, the Company (each such approval not to be unreasonably withheld or delayed), and (b) with respect to any assignment of any Term Commitment or Term Loan, (i) a Lender, (ii) an Affiliate of a Lender, (iii) an Approved Fund, (iv) any other Person (other than a natural person) approved by (A) the Administrative Agent, and (B) unless an Event of Default has occurred and is continuing, the Company (each such approval not to be unreasonably withheld or delayed); provided, the Company shall be deemed to have approved of such Person unless it shall object thereto by written notice to the Administrative Agent within seven (7) Business Days after having received written notice thereof, and (v) with respect to any Term Loan, the Company or any of the Company’s Affiliates or Subsidiaries; provided that, (1) none of the Company or any of the Company’s Affiliates or Subsidiaries holding Term Loans shall have any right to (A) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Company are not then present or (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among Administrative Agent and one or more Lenders, except to the extent such information or materials have been made available to the Company or its representatives, (2) any purchase of Term Loans by the Company or any of its Subsidiaries by assignment pursuant to Section 10.06 shall (x) be effected by an offer to purchase such Term Loans pro rata from each Term Lender of the applicable Term Facility in a manner reasonably acceptable to the Administrative Agent, (y) result in such Term Loans being retired upon such assignment and (z) not be funded with a borrowing of Revolving Credit Loans, and (3) the aggregate principal amount of Term Loans purchased by assignment pursuant to Section 10.06 and held at any one time by any of the Company’s Affiliates (which are not required to be retired pursuant to clause (2) above) may not exceed 10% of the outstanding principal amount of all Term Loans under any Term Facility.

“Environmental Laws” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“Environmental Liability” means any liability (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company, any other

Loan Party or any of their respective Subsidiaries resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means, with respect to any Person, any of the shares of capital stock of (or other ownership or profit interests in) such Person, any of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, any of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and any of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means, when used with respect to a Plan, ERISA, the PBGC or a provision of the Code pertaining to employee benefit plans, any Person that is a member of any group of organizations within the meaning of Sections 414(b), (c), (m) or (o) of the Code of which the Company is a member.

“Eurodollar Base Rate” means, for such Interest Period, the rate per annum equal to the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the “Eurodollar Base Rate” for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted by JPMCB and with a term equivalent to such Interest Period would be offered by JPMCB’s London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

“Eurodollar Rate” means for any Interest Period with respect to a Eurodollar Rate Loan, a rate per annum determined by the Administrative Agent pursuant to the following formula:

$\text{Eurodollar Rate} = \frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurodollar Reserve Percentage}}$
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“Eurodollar Rate Loan” means a Revolving Credit Loan, Term A Loan, or Incremental Term Loan, if any, that bears interest at a rate based on the Eurodollar Rate.

“Eurodollar Reserve Percentage” means, for any day during any Interest Period, the reserve percentage (expressed as a decimal, carried out to five decimal places) in effect on such day, whether or not applicable to any Lender, under regulations issued from time to time by the Board of Governors of the Federal Reserve System for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as “Eurocurrency liabilities”). The Eurodollar Rate for each outstanding Eurodollar Rate Loan shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage.

“Event of Default” means any of the events described in Article VIII.

“Event of Loss” means, with respect to any property, (i) the actual or constructive total loss of such property or the use thereof, resulting from destruction, damage beyond repair, or the rendition of such property permanently unfit for normal use from any casualty or similar occurrence whatsoever, (ii) the destruction or damage of a material portion of such property from any casualty or similar occurrence whatsoever under circumstances in which such damage cannot reasonably be expected to be repaired, or such property cannot reasonably be expected to be restored to its condition immediately prior to such destruction or damage, within 180 days after the occurrence of such destruction or damage, (iii) the condemnation, confiscation or seizure of, or requisition of title to or use of, any property, or (iv) in the case of any property located upon a leasehold, the termination or expiration of such leasehold.

“Exchange” shall mean a Disposition constituting any exchange of assets or properties for consideration consisting solely of other assets or properties, subject to the last sentence of this definition, and of comparable value and use to those assets or properties being exchanged, and having a value equal to the fair market value of those assets or properties being exchanged, including exchanges involving the transfer or acquisition (or both transfer and acquisition) of Equity Interests of a Person so long as substantially all of the Equity Interests of such Person are transferred or acquired, as the case may be (and such Person becomes a Restricted Subsidiary and a Guarantor hereunder). It is understood that exchanges of the kind described above as to which a portion of the consideration paid or received is in the form of cash or Cash Equivalents shall nevertheless constitute “Exchanges” for the purposes of this Credit Agreement so long as the aggregate consideration received by the Company and its Restricted Subsidiaries in connection with such exchange represents fair market value for the assets or properties and cash or Cash Equivalents being transferred by the Company and its Restricted Subsidiaries.

“Excluded Domestic Subsidiary” means any Domestic Subsidiary substantially all the assets of which are Equity Interests in Foreign Subsidiaries. For the avoidance of doubt, ~~AMC Acquisition Company LLC~~AMCNI (or its successor) shall be an Excluded Domestic Subsidiary.

“Excluded Indebtedness” has the meaning given to such term in Section 8.01(e).

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act (determined after giving effect to Section 4.12 and any other “keepwell, support or other agreement” for the benefit of such Guarantor and any and all guarantees of such Guarantor’s Swap Obligations by other Loan Parties) at the time the Guaranty of such Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal in accordance with this definition.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) any taxes imposed on or measured by its overall net income (however denominated), branch profits taxes, and franchise taxes imposed on it (in lieu of net income taxes), as a result of a present or former connection between such Administrative Agent, Lender or L/C Issuer, as the case may be, and the jurisdiction of the Governmental Authority imposing such tax or any taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent, such Lender or such L/C Issuer having executed, delivered or performed its obligations or received a payment under, or enforced, any Loan Document), (b) any Tax imposed pursuant to FATCA, and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Company under Section 10.12), any U.S. federal withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 3.01(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01(a).

“Existing RNS Credit Agreement” means that certain Credit Agreement, dated as of July 5, 2006, as amended, among the Rainbow National Services, LLC, the Guarantors named therein, Bank of America, N.A., as syndication agent, Credit Suisse (formerly Credit Suisse First Boston), Citicorp North America, Inc. and Wachovia Bank, National Association, as co-documentation agents, JPMCB, as administrative agent, and the other Loan Parties (as defined therein) party thereto.

“Existing RNS Indenture” means that certain Indenture, dated as of August 20, 2004, among The Bank of New York, Rainbow National Services, LLC, RNS Co-Issuer Corporation and the “Guarantors” (as defined therein) with respect to the Existing RNS Notes.

“Existing RNS Notes” shall mean the 10-3/8% Senior Subordinated Notes Due 2014 issued pursuant to the terms and conditions of the Existing RNS Indenture in the aggregate original principal amount of \$325,000,000.

“Facility” means the Term A Facility, the Revolving Credit Facility or an Incremental Term Facility, if any, as the context may require.

“Facility Fee Letter” means the fee letter dated October 27, 2013 entered into between the Company and the Lead Arranger.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Credit Agreement, including any regulations or official interpretations thereof, whether issued before or after the date of this Credit Agreement.

“FCC” means the Federal Communications Commission, or any Governmental Authority succeeding to any of its principal functions.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to JPMCB on such day on such transactions as determined by the Administrative Agent.

“Fee Letters” means the Facility Fee Letter and the JPMCB Fee Letter.

“Financial Covenants” means the financial covenants applicable to the Company and the Restricted Subsidiaries from time to time as set forth in Section 7.26 and 7.27.

“Flood Hazard Property” has the meaning specified in Section 7.11(a)(vii).

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“Foreign Restricted Subsidiary” means a Restricted Subsidiary that is a Foreign Subsidiary.

“Foreign Subsidiary” means a Subsidiary that is not a Domestic Subsidiary. For the avoidance of doubt, (1) any Subsidiary of a Foreign Subsidiary shall be a Foreign Subsidiary, and (2) any Subsidiary of ~~AMC Acquisition Company LLC~~ AMCNI (or its successor) shall be a Foreign Subsidiary.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided, that, at any time after the Closing Date, the Company may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, except as otherwise provided in Section 1.03(b), references herein to GAAP shall thereafter be construed to mean IFRS (and equivalent pronouncements) as in effect at the date of such election, except as otherwise provided in this Credit Agreement; provided further, that any calculation or determination in this Credit Agreement that requires the application of GAAP for periods that include Quarters ended prior to the adoption of IFRS shall remain as previously calculated or determined.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Granting Lender” has the meaning set forth in Section 10.06(h).

“Grantor” has the meaning given to such term in the Pledge Agreement.

“Guarantees” has the meaning given to such term in Section 7.16.

“Guarantors” means the Persons set forth on Schedule 1.01(iii) and each New Restricted Subsidiary required to become a Guarantor pursuant to Section 7.08. For the avoidance of doubt, no Foreign Subsidiary is required to be or to become a Guarantor under the Loan Documents.

“Guaranty” means the Guaranty made by the Guarantors under Article IV in favor of the Secured Parties.

“Guaranty Supplement” has the meaning given to such term in Section 4.11.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Bank” means any Person that, (i) at the time it enters into a Secured Hedge Agreement, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Secured Hedge Agreement, or (ii) on the Closing Date, is a Lender or an Affiliate of a Lender and was also a “Lender” or an “Affiliate” of a “Lender,” under the Original Credit Agreement, and on the Closing Date is a party to an interest rate hedge under the Original Credit Agreement that qualified as a “Secured Hedge Agreement” under the Original Credit Agreement, in its capacity as a party to such interest rate hedge.

“Honor Date” has the meaning given to such term in Section 2.03(c)(i).

“IFRS” means the International Financial Reporting Standards as adopted by the International Accounting Standards Board.

“IFC” means IFC TV LLC, a Delaware limited liability company.

“Increase Effective Date” has the meaning given to such term in Section 2.13(d).

“Incremental Term Borrowing” means a borrowing consisting of simultaneous Incremental Term Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Incremental Term Lenders pursuant to Section 2.14.

“Incremental Term Commitments” has the meaning given to such term in Section 2.14(a).

“Incremental Term Facility” means, any additional tranche of Incremental Term Commitments and Incremental Term Loans established pursuant to an Incremental Term Supplement.

“Incremental Term Lender” means a Lender with an Incremental Term Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan” has the meaning given to such term in Section 2.14(a).

“Incremental Term Note” means a promissory note made by the Borrower in favor of an Incremental Term Lender, evidencing Incremental Term Loans made by such Incremental Term Lender, substantially in the form attached to the Incremental Term Supplement.

“Incremental Term Supplement” has the meaning given to such term in Section 2.14(c).

“Indebtedness” means, as to any Person, Capital Lease Obligations of such Person and other indebtedness of such Person for borrowed money (whether by loan or the issuance and sale of debt securities) or for the deferred purchase or acquisition price of property or services other than accounts payable and accrued expenses (other than for borrowed money) incurred in the ordinary course of business of such Person. Without limiting the generality of the foregoing, such term shall include (a) when applied to the Borrower and/or any Restricted Subsidiary, all obligations of the Borrower and/or any Restricted Subsidiary under Swap Contracts and (b) when applied to

the Borrower or any other Person, all Indebtedness of others Guaranteed by such Person provided that Indebtedness incurred using credit cards issued to the Company, its Restricted Subsidiaries or their respective employees in an aggregate amount not in excess of \$20,000,000 shall not constitute Indebtedness.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Indemnitee” has the meaning given to such term in Section 10.04(b).

“Information” has the meaning given to such term in Section 10.02(f).

“Initial Term A Borrowing” has the meaning given to such term in Section 2.01(a).

“Intellectual Property” means the Copyrights, Copyright Licenses, Patents, Patent Licenses, Software, Trade Secrets, Trade Secret Licenses, Trademarks and Trademark Licenses of the Loan Parties.

“Intellectual Property Security Agreement” means an Intellectual Property Security Agreement, between each Loan Party owning any Intellectual Property or applications for Intellectual Property and the Collateral Agent, for the benefit of the Secured Parties, and any similar security agreement or any security agreement supplement delivered pursuant to Section 7.08.

“Interest Payment Date” means, (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made.

“Interest Period” means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three or six months thereafter, or if made available by the Lenders twelve months thereafter, as selected by the Borrower in its Committed Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made.

“Investments” has the meaning given to such term in Section 7.18.

“ISP” means the International Standby Practices (ISP98) International Chamber of Commerce Publication No. 590, as the same may be amended and as in effect from time to time.

“Issuer Documents” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower or any Subsidiary or in favor the L/C Issuer and relating to any such Letter of Credit.

“Joint Lead Arrangers” means Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC.

“JPMCB” means JPMorgan Chase Bank, N.A., and its successors.

“JPMCB Fee Letter” means the letter agreement, dated June 30, 2011, among the Company, the Administrative Agent and the L/C Issuer.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directives, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“L/C Advance” means, with respect to each Revolving Credit Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Revolving Credit Percentage.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Revolving Credit Borrowing.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Issuer” means JPMCB in its capacity as issuer of Letters of Credit hereunder or any successor issuer of Letters of Credit hereunder and any other Lender reasonably acceptable to the Company and Administrative Agent that has agreed to act as an L/C Issuer hereunder.

“L/C Obligations” means, as of any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Credit Agreement, if on any date of

determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lead Arranger” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as the “left” lead arranger for the Facilities.

“Leases” means leases and subleases (excluding Capital Lease Obligations), licenses to use property, and easements.

“Lender” means the banks or other financial institutions which are parties hereto, including the Swingline Lender and any Incremental Term Lender, together with their respective successors and assigns.

“Lender Insolvency Event” means that (i) a Lender or its Lender Parent is insolvent or (ii) an event of the kind referred to in clause (g)(ii), (g)(v) or (h) of Section 8.01 occurs, excluding any Undisclosed Administration, with respect to such Lender or its Lender Parent (as if the references in such provisions to the Company or Significant Restricted Subsidiaries referred to such Lender or Lender Parent); provided that, for the avoidance of doubt, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Lender Parent” means, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

“Lender Party” means any Lender, the L/C Issuer or the Swingline Lender.

“Lender Party Appointment Period” has the meaning given to such term in Section 9.06(a).

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Company and the Administrative Agent.

“Letter of Credit” means any letter of credit issued hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” means the day that is seven days prior to the Maturity Date then in effect for the Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

“Letter of Credit Fee” has the meaning given to such term in Section 2.03(i).

“Letter of Credit Sublimit” means an amount equal to \$50,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Facility.

“Liens” has the meaning given to such term in Section 7.17.

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Term Loan, Swingline Loan or Revolving Credit Loan.

“Loan Documents” means, collectively, (a) this Credit Agreement, (b) the Notes, (c) the Collateral Documents, (d) the Fee Letters, (e) each Issuer Document, (f) each Secured Hedge Agreement, (g) each Secured Cash Management Agreement, and (h) each Incremental Term Supplement, if any; provided that for purposes of the definition of “Materially Adverse Effect” and Articles V through IX and Section 10.01, “Loan Documents” shall not include Secured Hedge Agreements or Secured Cash Management Agreements.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Mandatory Borrowing” has the meaning given to such term in Section 2.15(b).

“Margin Stock” means “margin stock” as defined in Regulation U.

“Materially Adverse Effect” means a materially adverse effect upon (i) the business, assets, financial condition or results of operations of the Company and the Restricted Subsidiaries taken as a whole on a combined basis in accordance with GAAP, (ii) the ability of the Company and the Restricted Subsidiaries taken as a whole to perform the Obligations hereunder or (iii) the legality, validity, binding nature or enforceability of this Credit Agreement or any other Loan Document or the validity, perfection, priority or enforceability of the security interest created, or purported to be created, by any of the Collateral Documents.

“Maturity Date” means (a) with respect to the Revolving Credit Facility, December 16, 2018, (b) with respect to the Term A Facility, December 16, 2019, (c) with respect to each Incremental Term Facility, if any, the date specified as such in the respective Incremental Term Supplement.

“Material Real Property” has the meaning given to such term in the Security Agreement.

“Maximum Rate” has the meaning given to such term in Section 10.08.

“Monetization Indebtedness” means any Indebtedness of the Company or any Restricted Subsidiary thereof issued in connection with a Monetization Transaction; provided that, (i) on the date of its incurrence, the purchase price or principal amount of such Monetization Indebtedness does not exceed the fair market value of the securities that are the subject of such Monetization Transaction on such date and (ii) the obligations of the Company and its Restricted Subsidiaries with respect to the purchase price or principal amount of such Monetization Indebtedness (x) may be satisfied in full by delivery of the securities that are the subject of such Monetization Transaction and any related options on such securities or any proceeds received by the Company or any Restricted Subsidiary thereof on account of such options; provided further, that if the Company or such Restricted Subsidiary no longer owns sufficient securities that were the subject of such Monetization Transaction and/or related options on such securities to satisfy in full the obligations of the Company and its Restricted Subsidiaries under such Monetization Indebtedness, such Indebtedness shall no longer be deemed to be Monetization Indebtedness, and (y) are not secured by any Liens on any of the Company’s or its Restricted Subsidiaries’ assets other than the securities that are the subject of such Monetization Transaction and the related options on such securities.

“Monetization Transaction” means a transaction pursuant to which (i) securities received pursuant to a Disposition or Exchange are sold, transferred or otherwise conveyed (including by way of a forward purchase agreement, prepaid forward sale agreement, secured borrowing or similar agreement) within 180 days of such Disposition or Exchange and (ii) the Company or its Restricted Subsidiaries receive (including by way of borrowing under Monetization Indebtedness) not less than 75% of the fair market value of such securities in the form of cash.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Mortgages” means the deeds of trust, trust deeds, deeds to secure debt and mortgages, substantially in the form of Exhibit L (with such changes as may be satisfactory to the Administrative Agent and its counsel to account for local law matters) and otherwise in form and substance reasonably satisfactory to the Administrative Agent (and each other Mortgage delivered pursuant to Section 7.11 from time to time), in each case as amended, restated, supplemented or otherwise modified from time to time.

“Multiemployer Plan” means a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds” means proceeds received by the Company or any of the Restricted Subsidiaries in cash from (x) any Disposition or the incurrence, issuance or sale of Indebtedness or capital stock of the Company or any of the Restricted Subsidiaries, in each case after deduction of the underwriting discounts and commissions in, the costs of, and any income, franchise, transfer or other tax liability arising from, such sale, Disposition, incurrence or issuance, (y) a capital contribution in respect of the common stock of any class of the Company to the Company by the holder thereof, or (z) any insurance, condemnation awards or other payment with respect to an Event of Loss, after deduction of the costs of, and any income, franchise, transfer or other tax liability arising therefrom. If any amount payable to the Company or any such Restricted Subsidiary in respect of any such incurrence or issuance shall be or become evidenced by any promissory note

or other negotiable or non-negotiable instrument, the cash proceeds received on any such note or instrument shall constitute Net Cash Proceeds.

“Net Debt” means, as to the Company and the Restricted Subsidiaries as at any date of determination, the aggregate amount of all Indebtedness of the Company and the Restricted Subsidiaries, less the aggregate amount of Qualified Cash of the Company and the Restricted Subsidiaries as of such date in an aggregate amount not to exceed 33% of Operating Cash Flow for the period of four consecutive Quarters covered by the then most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d).

“New Restricted Subsidiary” means any New Subsidiary designated as a Restricted Subsidiary pursuant to Section 7.08(b) and any Unrestricted Subsidiary redesignated as a Restricted Subsidiary pursuant to Section 7.08(c).

“New Subsidiary” means any Person that becomes a Subsidiary of the Company on or after the Closing Date.

“New Unrestricted Subsidiary” means any New Subsidiary deemed an Unrestricted Subsidiary pursuant to Section 7.08(a).

“Non-Defaulting Lender” means, at any time, a Lender that is not a Defaulting Lender.

“Note” means a Term A Note, Revolving Credit Note, Swingline Note or Incremental Term Note, if any, as the context may require.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“OID” has the meaning given to such term in Section 2.10(a).

“Operating Cash Flow” means, for any period, the following for the Company and the Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP: (i) aggregate operating revenues, minus (ii) aggregate operating expenses (including technical, programming, sales, selling, general administrative expenses and salaries and other compensation, in each case net of amounts allocated to Affiliates, but excluding depreciation and amortization (but, for the avoidance of doubt, depreciation and amortization will not include the amortization of programming expenses (films, series, shows and other content), which is treated as an operating expense), charges and credits relating to employee stock plans, and restructuring charges and credits, and, to the extent otherwise included in operating expenses, any losses resulting from a write-off or write-down of Investments by the Company or any Restricted Subsidiary in

Affiliates), plus (iii), without duplication, Deferred Carriage Fee Amortization; provided, however, that for purposes of determining Operating Cash Flow for any period (A) there shall be excluded all management fees paid to the Company or any Restricted Subsidiary during such period by any Unrestricted Subsidiary other than any such amounts settled in cash to the extent not in excess of 5% of Operating Cash Flow for the Company and the Restricted Subsidiaries as determined without including any such fees, (B) there shall be excluded (I) operating expenses in connection with the Distribution Transaction in an amount not to exceed \$5,000,000 in the aggregate, (II) operating expenses relating to the Chello Acquisition and the financing thereof, including this Credit Agreement, in an amount not to exceed \$40,000,000 in the aggregate and (III) expenses related to transition services, systems integration, accounting, legal, tax and human resources integration in connection with the Chello Acquisition and incurred within 12 months of the closing date of the Chello Acquisition, in an amount not to exceed \$25,000,000, (C) the amount of Operating Cash Flow attributable to any non-wholly owned Restricted Subsidiary shall be included only to the extent of the Company's direct or indirect economic interest in the Equity Interests of such non-wholly owned Restricted Subsidiary; provided, that the amount of Operating Cash Flow attributable to all non-wholly owned Restricted Subsidiaries shall in no event exceed 10% of the total Operating Cash Flow for such period, and (D) Operating Cash Flow for such period shall be increased or reduced, as the case may be, by the Operating Cash Flow of assets or businesses acquired or disposed of (provided that in each case it has an impact on Annual Operating Cash Flow of at least \$1,000,000) (including by means of any redesignation of any Subsidiary pursuant to Section 7.08(c)) by the Company or any Restricted Subsidiary on or after the first day of such period, determined on a pro forma basis reasonably satisfactory to the Administrative Agent (it being agreed that it shall be satisfactory to the Administrative Agent that such pro forma calculations may be based upon GAAP as applied in the preparation of the financial statements for the Company, delivered in accordance with Section 7.01 rather than as applied in the financial statements of the Person whose assets were acquired and may include, in the Company's discretion, a reasonable estimate of savings resulting from any such acquisition or disposition (a) that have been realized, (b) for which the steps necessary for realization have been taken, or (c) for which the steps necessary for realization are reasonably expected to be taken within 12 months of the date of such acquisition or disposition), as though the Company or such Restricted Subsidiary acquired or disposed of such assets on the first day of such period. For purposes of this definition, operating revenues and operating expenses shall exclude any non-recurring, non-cash items in excess of \$2,500,000. Operating Cash Flow may also be adjusted to normalize an acceleration of programming expenses (films, series, shows and other content) required to be recognized in accordance with GAAP when the program's useful life is shortened or otherwise changed from the originally projected useful life. Furthermore, to the extent the programs are abandoned and, to the extent that the amortization of such programming expenses are, in accordance with GAAP, required to be accelerated into the year of such impairment, the Company may treat such costs as being amortized over a period equal to the original projected useful life. In the event of any suspension of carriage by any party to an Affiliation Agreement during renewal negotiations of such Affiliation Agreement or upon the expiration or termination of, or during disputes under, such Affiliation Agreement, the Operating Cash Flow calculation, for purposes of complying with the Financial Covenants (but not for any other purpose), may be adjusted (the "Carriage Suspension Adjustment") to include the Operating Cash Flow attributable to the affected Affiliation Agreement from the corresponding period one year prior to each period during which such suspension of carriage continues, but in any event not

to exceed three months, provided that the Carriage Suspension Adjustment shall be limited only to the Operating Cash Flow attributable to one Affiliation Agreement during any three-month period being tested.

“Original Credit Agreement” means the Credit Agreement dated as of June 30, 2011 among AMC Networks Inc., as borrower, certain of its subsidiaries party thereto as guarantors, JPMorgan Chase Bank, N.A., as administrative agent thereunder and the lenders from time to time party thereto.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise, property, mortgage recording or other similar taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Credit Agreement or any other Loan Document.

“Outstanding Amount” means (a) with respect to Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments thereof occurring on such date and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Participant” has the meaning given to such term in Section 10.06(d).

“Participant Register” has the meaning given to such term in Section 10.06(d).

“Patent Licenses” means all agreements, whether written or oral, providing for the grant by or to a Person of any right to manufacture, use or sell any invention covered by a Patent.

“Patents” means (a) all letters patent of the United States or any other country, now existing or hereafter arising, and all improvement patents, reissues, reexaminations, patents of additions, renewals and extensions thereof, and (b) all applications for letters patent of the United States or any other country, now existing or hereafter arising, and all provisions, division, continuations and continuations-in-part and substitutes thereof.

“Patriot Act” has the meaning given to such term in Section 10.16.

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Permitted Acquisition” means any acquisition (including by merger, amalgamation, consolidation or other form of combination) of all or substantially all of the assets of, or all or substantially all of the Equity Interests (other than directors’ qualifying shares) in, a Person or division, line of business or other business unit of a Person who will become, or which assets will become property of, a Restricted Subsidiary so long as (a) there is no Default or Event of Default both before and after giving pro forma effect to such acquisition and any incurrence of Indebtedness in connection therewith, (b) the Company would be in compliance, on a pro forma basis after giving

effect to the consummation of such acquisition and any incurrence of Indebtedness in connection therewith (such pro forma basis to include, in the Company's discretion, a reasonable estimate of savings resulting from any such acquisition (i) that have been realized, (ii) for which the steps necessary for realization have been taken, or (iii) for which the steps necessary for realization are reasonably expected to be taken within 12 months of the date of such acquisition, in each case, certified by the Company), with the Financial Covenants recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to Section 7.01 and calculated as if such acquisition was consummated and such Indebtedness was incurred on the first day of the 12-month period then ended; provided, the Financial Covenants for purposes of determining such pro forma compliance, shall be determined in a manner to be more restrictive than the level otherwise applicable for the relevant test period by 0.25:1.00, (c) the acquired company or assets are in the same business as the Company and its subsidiaries or are in a line of business that is generally related to the lines of business conducted by the Company and its subsidiaries, (d) any acquired company and its subsidiaries (other than any subsidiary that shall be a Foreign Subsidiary) shall become Guarantors and pledge their assets to the Collateral Agent and (e) the Company shall have notified the Administrative Agent at least ~~ten~~five Business Days prior to the consummation of such proposed acquisition, and shall have delivered to the Administrative Agent documents related to the proposed acquisition reasonably requested by the Administrative Agent.

"Permitted Affiliate Payments" means (a) payments under equity and other compensation incentive programs to employees and directors of the Borrower or any of its current or former Affiliates in the ordinary course of business; provided that, in the case of employees or directors of former Affiliates, such payments relate to awards granted prior to the consummation of the Distribution Transaction, and (b) payments due and payable under the Distribution Transaction Agreements.

"Permitted Debt" means any Indebtedness incurred, issued or sold by the Company after the Closing Date, and any Guarantees thereof issued by the Guarantors permitted pursuant to Section 7.16(viii), provided that:

(i) such Indebtedness (A) shall be unsecured, (B) shall have a commercially reasonable interest rate (which rate shall be deemed commercially reasonable if such Indebtedness is sold by a member of the Financial Industry Regulatory Authority in an underwritten offering, in a private placement pursuant to Rule 144A under the Securities Act of 1933, or on a "best efforts" basis), (C) shall be neither (1) redeemable, payable or required to be purchased or otherwise retired or extinguished in whole or in part at a fixed or determinable date (whether by operation of a sinking fund or otherwise), at the option of any Person other than the Company or upon the occurrence of a condition other than a change of control (as defined in the Debt Instruments governing such Indebtedness) not solely within the control of the Company (such as a redemption required to be made out of future earnings) nor (2) convertible into any other Indebtedness or capital stock of the Company that may be so retired, extinguished or converted, in the case of clause (1) or (2) above, at any time before the date that is six months after the last Maturity Date applicable to the Facilities as in effect at the time of the incurrence, issuance or sale of such Indebtedness, (D) shall have a weighted average life to maturity equal to or greater than the weighted

average life to maturity of the Facilities (assuming each of the Facilities had been entered into with a six month additional weighted life), (E) shall be issued subject to the demonstration of pro forma compliance after giving effect to such Indebtedness with the Financial Covenants recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to Section 7.01 and calculated as if incurred on the first day of the 12-month period then ended, and (F) shall have terms and conditions no more restrictive or burdensome, taken as a whole, than the terms and conditions of the Senior Notes (whether or not the Senior Notes are outstanding at the date of such determination); and

(ii) at the time of and immediately after giving effect to the incurrence, issuance or sale of such Indebtedness, no Default shall have occurred and be continuing, and the Company shall have so certified to the Administrative Agent;

and provided further, that the Company shall (a) prior to the issuance of any such Indebtedness, provide notice to the Administrative Agent of the proposed issuance thereof and of the use of the proceeds thereof and (b) as soon as available, provide to the Administrative Agent copies of the Debt Instruments governing such Indebtedness.

“Permitted Global Reorganization” means the reorganization of the international operations of the Company so that: (i) all or substantially all of the Company’s ownership interests in its existing Foreign Subsidiaries are held directly or indirectly by AMCNI; (ii) all of the Company’s ownership interests in RMH GE and its subsidiaries are transferred (whether in one transaction or in a series of transactions) to AMCNI, with RMH GE and its subsidiaries (including each of the Sundance International Guarantors) becoming indirect, wholly-owned subsidiaries of AMCNI; (iii) the Company’s ownership interests in the Chello Company Holding Companies directly held by AMCNI (whether in one transaction or in a series of transactions involving Loan Parties and/or non-Loan Parties) are transferred to AMC Global and RMH GE and/or their respective Subsidiaries; and (iv) certain intercompany loans entered into in connection with the Chello Acquisition are transferred (whether in one transaction or in a series of transactions involving the incurrence of loans owed by and between Loan Parties and/or non-Loan Parties), issued and restructured, with \$400,000,000 of intercompany debt owed by AMC Global to RMH GE (or its predecessors or successors) being created.

“Permitted Global Reorganization Note” has the meaning given to such term in Section 7.11(d)(iii).

“Permitted Liens” means, with respect to any Person:

(i) (a) pledges or deposits by such Person under workers’ compensation laws, unemployment insurance laws or other social security legislation, and deposits securing liability to insurance carriers under related insurance or self-insurance arrangements, (b) Liens incurred in the ordinary course of business securing insurance premiums or reimbursement obligations under insurance policies related to the items specified in the foregoing clause (a), or (c) obligations in respect of letters of credit or bank guarantees that have been posted by such Person to support the payment of the items set forth in clauses (a) and (b) of this clause (i);

(ii) (a) deposits to secure the performance of bids, tenders, contracts (other than for borrowed money) or Leases to which such Person is a party, (b) deposits to secure public or statutory obligations of such Person, surety and appeal bonds, performance bonds and other obligations of a like nature, (c) deposits as security for contested taxes or import duties or for the payment of rent, and (d) obligations in respect of letters of credit or bank guarantees that have been posted by such Person to support the payment of items set forth in clauses (a) and (b) of this clause (ii);

(iii) Liens consisting of pledges or deposits of cash or securities made by such Person as a condition to obtaining or maintaining any licenses issued to it by, or to satisfy other similar requirements of, any applicable Governmental Authority;

(iv) Liens imposed by law, such as (a) carriers', warehousemen's and mechanics' materialmen's, landlords', or repairmen's Liens, or (b) other like Liens arising in the ordinary course of business securing obligations which are not overdue by more than 30 days or which if more than 30 days overdue, (1) the period of grace, if any, related thereto has not expired or which are being contested in good faith by appropriate proceedings; provided that a reserve or other appropriate provision shall have been made therefor as appropriate in accordance with GAAP, or (2) the aggregate principal outstanding amount of the obligations secured thereby does not exceed \$2,000,000;

(v) Liens arising out of judgments or awards not constituting an Event of Default;

(vi) survey exceptions, encumbrances, easements or reservations of, or rights of others for rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or other restrictions or encumbrances as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially impair their use in the ordinary operation of the business of such Person;

(vii) any zoning, building or similar laws or rights reserved to or vested in any Governmental Authority;

(viii) Liens created in the ordinary course of business and customary in the relevant industry with respect to the creation of content, and the components thereof, securing the obligations of any of the Company and its Restricted Subsidiaries owing in respect of compensation or other payments owed for services rendered by creative or other personnel that do not constitute Indebtedness; provided that any such Lien shall attach solely to the content, or applicable component thereof, that are the subject to the arrangements giving rise to the underlying obligation;

(ix) Liens for (a) taxes (other than property taxes), assessments, charges or other governmental levies not overdue by more than 30 days or which if more than 30 days overdue, (1) the period of grace, if any, related thereto has not expired or which are being contested in good faith by appropriate proceedings; provided that a reserve or other appropriate provision shall have been made therefor as appropriate in accordance with GAAP and (2)

the aggregate principal outstanding amount of the obligations secured thereby does not exceed \$4,000,000, and (b) property taxes not yet due and payable or which are being contested in good faith and by appropriate proceedings (and as to which all foreclosures and other enforcement proceedings shall have been fully bonded or otherwise effectively stayed);

(x) Liens arising in the ordinary course of business by virtue of any contractual, statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies covering deposit or securities accounts (including funds or other assets credited thereto and pooling and netting arrangements) or other funds maintained with a depository institution or securities intermediary;

(xi) restrictions on transfers of securities imposed by applicable securities laws;

(xii) (a) any interest or title of a lessor, licensor or sublessor under any Lease, license or sublease entered into by such Person in the ordinary course of its business and covering only the assets so leased, licensed or subleased and (b) the rights reserved or vested in any other Person by the terms of any Lease, license, franchise, grant or permit held by such Person or by a statutory provision to terminate any such Lease, license, franchise, grant or permit or to require periodic payments as a condition to the continuance thereof;

(xiii) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any Lease and Liens or rights reserved in any Lease for rent or for compliance with the terms of such Lease;

(xiv) Liens arising from precautionary UCC financing statement filings (or similar filings under applicable law) regarding Leases entered into by such Person in the ordinary course of business;

(xv) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by such Person in the ordinary course of business not prohibited by this Credit Agreement;

(xvi) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business; and

(xvii) additional Liens so long as the aggregate principal outstanding amount of the obligations secured thereby does not exceed \$20,000,000 at any time.

For the avoidance of doubt (and to supplement Section 1.07), Liens on property and assets of the Company and the Restricted Subsidiaries in a country outside the United States of America analogous in such country to the foregoing Permitted Liens described in clauses (i) through (xvii) of this definition shall also be Permitted Liens, subject to the foreign equivalent of the applicable Dollar limitation specified in the relevant clause.

“Permitted Refinancing Indebtedness” means any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to “Refinance”), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness); provided, that (a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium thereon and underwriting discounts, fees, commissions and expenses), (b) the weighted average life to maturity of such Permitted Refinancing Indebtedness is greater than or equal to the weighted average life to maturity of the Indebtedness being Refinanced, (c) the final maturity of such Permitted Refinancing Indebtedness shall be no earlier than the date that is 91 days after the Maturity Date of the Term A Facility, (d) if the Indebtedness being Refinanced is subordinated in right of payment to the Obligations under this Credit Agreement, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced, (e) no Permitted Refinancing Indebtedness shall have different obligors than the Indebtedness being Refinanced and (f) if the Indebtedness being Refinanced is secured by any collateral (whether equally and ratably with, or junior to, the Secured Parties or otherwise), such Permitted Refinancing Indebtedness may be secured by such collateral on terms no less favorable to the Secured Parties than those contained in the documentation governing the Indebtedness being Refinanced.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means, at any time, an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by the Company or an ERISA Affiliate or (ii) a Multiemployer Plan to which the Company or an ERISA Affiliate is then making or accruing an obligation to make contributions or has within the preceding six plan years made contributions.

“Pledge Agreement” means that certain Amended and Restated Pledge Agreement, dated as of December 16, 2013, among certain Loan Parties and the Collateral Agent.

“Pledged Equity Interests” has the meaning given to such term in the Pledge Agreement.

“Pledgor” has the meaning given to such term in the Pledge Agreement.

“Prohibited Transaction” means a transaction that is prohibited under Section 4975 of the Code or Section 406 of ERISA and not exempt under Section 4975 of the Code or Section 408 of ERISA.

“Qualified Cash” means, of any Person, all cash and Cash Equivalents of such Person in deposit or securities accounts.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guaranty or the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Quarter” means a fiscal quarterly period of the Company.

“Reduction Amount” has the meaning set forth in Section 2.04(b)(vi).

“Register” has the meaning given to such term in Section 10.06(c).

“Registered Public Accounting Firm” has the meaning given to such term by the Securities Laws and shall be independent of the Company as prescribed by the Securities Laws.

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System as the same may be amended or supplemented from time to time.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Reportable Event” means (i) any of the events set forth in Section 4043(c) (other than a Reportable Event as to which the provision of 30 days’ notice to the PBGC is waived under applicable regulations), 4062(e) or 4063(a) of ERISA or the regulations thereunder, (ii) a determination that any Plan is an “at risk” status within the meaning of Section 303 of ERISA and the failure of such Plan to make the required funding to the Plan as provided by Section 303(i) of ERISA and (iii) any failure to make payments required by Section 430(j) of the Code if such failure continues for 30 days following the due date for any required installment.

“Request for Credit Extension” means (a) with respect to a Borrowing, conversion or continuation of Term Loans or Revolving Credit Loans, a Committed Loan Notice, and (b) with respect to an L/C Credit Extension, a Letter of Credit Application.

“Required Incremental Term Lenders” means, as of any date of determination and as to any Incremental Term Facility, Incremental Term Lenders holding more than 50% of such Incremental Term Facility on such date; provided that the portion of such Incremental Term Facility held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Incremental Term Lenders.

“Required Lenders” means, as of any date of determination, Lenders holding more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each Revolving Credit Lender’s risk participation and funded participation in L/C Obligations being deemed “held” by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving

Credit Commitments; provided that (i) the unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender, and (ii) the Loans held by the Company or any of its Affiliates or Subsidiaries, shall in each case be excluded for purposes of making a determination of Required Lenders.

“Required Prepayment Date” has the meaning given to such term in Section 2.04(b)(vii).

“Required Revolving Lenders” means, as of any date of determination, Revolving Credit Lenders holding more than 50% of the sum of the (a) Total Revolving Credit Outstandings (with the aggregate amount of each Revolving Credit Lender’s risk participation and funded participation in L/C Obligations being deemed “held” by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

“Required Revolving/Term A Lenders” means, as of any date of determination, Lenders (other than Incremental Term Lenders, if any) holding more than 50% of the sum of the (a) the Total Outstandings (with the aggregate amount of each Revolving Credit Lender’s risk participation and funded participation in L/C Obligations being deemed “held” by such Revolving Credit Lender for purposes of this definition) less the Outstanding Amount of the Incremental Term Loans, if any, and (b) aggregate unused Revolving Credit Commitments; provided, that (i) the unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender (other than any Incremental Term Lender, if any), and (ii) the Loans held by the Company or any of its Affiliates or Subsidiaries, shall in each case be excluded for purposes of making a determination of Required Revolving/Term A Lenders.

“Required Term A Lenders” means, as of any date of determination, Term A Lenders holding more than 50% of the Term A Facility on such date; provided that (i) the portion of the Term A Facility held by any Defaulting Lender, and (ii) the Loans held by the Company or any of its Affiliates or Subsidiaries, shall in each case be excluded for purposes of making a determination of Required Term A Lenders.

“Responsible Officer” means the chief executive officer, president, chief financial officer, senior vice president-finance, chief accounting officer, controller, treasurer or assistant treasurer of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Group Reporting Period (Capital Expenditures)” means any Quarter or fiscal year of the Company if, as of the end of such period, the Unrestricted Subsidiary Adjusted Combined Revenues for the four Quarter period then ended are greater than 5% but less than or equal to 15% of the amount equal to (i) the combined revenues of the Company and its consolidated Subsidiaries for the four Quarter period then ended minus (ii) the difference between (a) the

combined revenues of the Unrestricted Subsidiaries for the four Quarter period then ended and (b) the Unrestricted Subsidiary Adjusted Combined Revenues for the four Quarter period then ended.

“Restricted Group Reporting Period (Cash Flow Statement)” means any Quarter or fiscal year of the Company if, as of the end of such period, the Unrestricted Subsidiary Adjusted Combined Revenues for the four Quarter period then ended exceed 15% of the amount equal to (i) the combined revenues of the Company and its consolidated Subsidiaries for the four Quarter period then ended minus (ii) the difference between (a) the combined revenues of the Unrestricted Subsidiaries for the four Quarter period then ended and (b) the Unrestricted Subsidiary Adjusted Combined Revenues for the four Quarter period then ended.

“Restricted Group Reporting Period (Statement of Operations and Balance Sheet)” means any Quarter or fiscal year of the Company if, as of the end of such period, either (i) the combined revenues of the Unrestricted Subsidiaries exceed 5% of the combined revenues of the Company and its consolidated Subsidiaries for the four Quarter period then ended, or (ii) the aggregate amount of the assets of the Unrestricted Subsidiaries as recorded on the balance sheet of the Company and its consolidated Subsidiaries exceeds 5% of the aggregate amount of the assets of the Company and its consolidated Subsidiaries on such balance sheet.

“Restricted Payments” means (i) direct or indirect distributions, dividends or other payments by the Company or any Restricted Subsidiary on account of (including, without limitation, sinking fund or other payments on account of the redemption, retirement, purchase or acquisition of) any general or limited partnership or joint venture interest in, or any capital stock of, the Company or such Restricted Subsidiary, as the case may be (whether made in cash, property or other obligations), other than any such distributions, dividends and other payments made by (a) a Restricted Subsidiary to the Company or another Loan Party on account of any such Equity Interests of the former held by the latter and (b) a Restricted Subsidiary that is not a Loan Party to another Restricted Subsidiary that is not a Loan Party on account of any such Equity Interests of the former held by the latter, and (ii) any prepayment of principal or interest on account of any Permitted Debt or any Indebtedness of the Company issued under the Senior Notes Indenture (other than (a) so long as no Default or Event of Default shall have occurred and be continuing, any prepayment of interest on account of any Permitted Debt or the Senior Notes, (b) any prepayment of principal or interest on account of any Indebtedness under the Existing RNS Agreement and Existing RNS Notes, and (c) any prepayment of principal on any Indebtedness being Refinanced with Permitted Refinancing Indebtedness).

“Restricted Subsidiaries” means the Persons set forth on Schedule 1.01(i), AMC, each Additional Borrower, and any New Restricted Subsidiary, provided that any Restricted Subsidiary redesignated as an Unrestricted Subsidiary pursuant to and in compliance with Section 7.08(c) shall cease to be a Restricted Subsidiary.

“Restricting Information” has the meaning given to such term in Section 10.02(g).

“Revolving Credit Borrowing” means a borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Revolving Credit Lenders pursuant to Section 2.01(c).

“Revolving Credit Commitment” means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrower pursuant to Section 2.01(c), and (b) purchase participations in L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Revolving Credit Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Credit Agreement.

“Revolving Credit Facility” means, at any time, the aggregate amount of the Revolving Credit Lenders’ Revolving Credit Commitments at such time.

“Revolving Credit Lender” means, at any time, any Lender that has a Revolving Credit Commitment or Revolving Credit Loan at such time.

“Revolving Credit Loan” has the meaning given to such term in Section 2.01(c); provided, that a Swingline Loan shall not constitute a Revolving Credit Loan.

“Revolving Credit Note” means a promissory note made by the Borrower in favor of a Revolving Credit Lender evidencing Revolving Credit Loans made by such Revolving Credit Lender, substantially in the form of Exhibit B-3.

“Revolving/Term A Event of Default” means any Event of Default contained in clause (c) of Section 8.01, but only with respect to Sections 7.26 and 7.27.

“RMH GE” ~~has the meaning given to such term in Section 7.23(vii)~~ means [RMH GE Holdings I, Inc., a Delaware corporation and a Restricted Subsidiary on the Amendment No. 1 Effective Date](#).

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

“Sanctioned Country” means, at any time, a country or territory which is the target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Secured Cash Management Agreement” means (i) any Cash Management Agreement that is entered into by and between one or more Loan Parties and any Cash Management Bank and (ii) any Cash Management Agreement with a Cash Management Bank entered into under the Original Credit Agreement that remains outstanding on the Closing Date and that qualified as a Secured Cash Management Agreement under the Original Credit Agreement.

“Secured Hedge Agreement” means (i) any Swap Contract permitted under Article VII that is entered into by and between the Borrower and any Hedge Bank and that has been designated to the Administrative Agent in writing by such Hedge Bank as being a Secured Hedge Agreement for the purposes of the Loan Documents and (ii) any interest rate hedge with a Hedge Bank entered into under the Original Credit Agreement that remains outstanding on the Closing Date and that qualified as a Secured Hedge Agreement under the Original Credit Agreement, provided that such interest rate hedge has been identified on Schedule 1.01(v) hereto as being a Secured Hedge Agreement for the purposes of the Loan Documents.

“Secured Parties” means, collectively, the Administrative Agent, the Lenders, the L/C Issuer, the Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, and the other Persons the Obligations owing to which are or are stated to be secured by the Collateral under the terms of the Collateral Documents.

“Securities Laws” means the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board.

“Security Agreement” means that certain Amended and Restated Security Agreement, dated as of December 16, 2013, among certain Loan Parties and the Collateral Agent.

“Senior Notes” means the 7.75% Senior Notes due 2021, issued pursuant to the Senior Notes Indenture in the aggregate original principal amount of \$700,000,000.

“Senior Notes Indenture” means that certain Indenture, dated as of June 30, 2011, by and among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee, with respect to the Senior Notes.

“Senior Secured Leverage Ratio” means, as of any date, the ratio of (i) the Total Outstandings on such date to (ii) Annual Operating Cash Flow determined as of the last day of the month covered by the then most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d), a copy of which has been delivered to the Administrative Agent (and any change in such ratio as a result of a change in the amount of Total Outstandings shall be effective as of the date such change shall occur and any change in such ratio as a result of a change in the amount of Annual Operating Cash Flow shall be effective as of the date of receipt by the Administrative Agent of the Compliance Certificate delivered pursuant to Section 7.01(d) reflecting such change).

“Significant Company” means (i) each of ~~AMC Acquisition Company LLC~~ AMCNI and its direct Subsidiaries, CZHL, AMC, IFC, WE and Sundance, and (ii) each other Restricted Subsidiary that directly or indirectly owns a material programming network that had \$100 million or more in gross operating revenues for the period of four consecutive Quarters covered by the then most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d); provided that, AtMedia Pol shall not be a Significant Company.

“Significant Restricted Subsidiary” means a Restricted Subsidiary having (x) revenues in excess of \$10,000,000 for the four Quarter period then ended or (y) assets in excess of \$25,000,000 recorded on its most recent audited balance sheet.

“Software” means the intellectual property rights embodied in computer programs, computer applications, source code, object code and related documentation.

“Solvent” and “Solvency” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Solvency Certificate” means a certificate of a senior financial executive of the Company in form and substance reasonably satisfactory to the Administrative Agent.

“SPC” has the meaning given to such term in Section 10.06(h).

“Spot Rate” has the meaning given to such term in Section 1.07.

“Subordinated Debt” means any Indebtedness of any Loan Party that is subordinated to the Obligations of such Loan Party under the Loan Documents.

“Subordinated Debt Documents” means all agreements, indentures and instruments pursuant to which any Subordinated Debt is issued, in each case as amended to the extent permitted under the Loan Documents.

“Subsequent Term A Borrowing” has the meaning given to such term in Section 2.01(a).

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares or securities or other interests having ordinary voting power for the election of directors or other governing body (other

than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Company.

“Sundance” means SundanceTV LLC (formerly Sundance Channel L.L.C.), a Delaware limited liability company.

~~“Sundance Domestic Channels”~~

“Sundance International Guarantors” means ~~Sundance and~~ RMH GE, AMC/Sundance Channel Originals Global Networks LLC, a Delaware limited liability company;

~~“Sundance International” has the meaning given to such term in Section 7.24(vii), Sundance Channel Asia LLC, a Delaware limited liability company, and WE tv Asia LLC, a Delaware limited liability company.~~

“Sundance Channel Europe” means, Sundance Channel Europe LLC, a Delaware limited liability company.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Swap Obligation” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swingline Borrowing” means a borrowing of Swingline Loans made by the Swingline Lender pursuant to Section 2.15(a).

“Swingline Lender” means any Lender or the Administrative Agent as agreed to at any time by the Company and such Lender or the Administrative Agent, in either case as designated in accordance with this Credit Agreement. The initial Swingline Lender shall be JPMCB.

“Swingline Loans” has the meaning given to such term in Section 2.01(d).

“Swingline Note” means a promissory note made by the Borrower in favor of the Swingline Lender evidencing Swingline Loans made by the Swingline Lender, substantially in the form of Exhibit B-4.

“Swingline Sublimit” means \$20,000,000. The Swingline Sublimit is part of, and not in addition to, the Revolving Credit Facility.

“Taxes” means all present or future taxes, assessments or other charges (including withholdings) imposed by any Governmental Authority with authority to impose the same, including any interest, additions to tax or penalties applicable thereto.

“Term A Borrowing” means a borrowing consisting of simultaneous Term A Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Term A Lenders pursuant to Section 2.01(a).

“Term A Commitment” means, as to each Term A Lender, its obligation to make Term A Loans to the Borrower pursuant to Section 2.01(a) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Term A Lender’s name on Schedule 2.01 under the caption “Term A Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Term A Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Credit Agreement.

“Term A Facility” means at any time (a) on or prior to the Closing Date, the aggregate amount of the Term A Commitments at such time and (b) thereafter, the aggregate principal amount of the Term A Loans of all Term A Lenders outstanding at such time.

“Term A Lender” means (a) at any time on or prior to the Closing Date, any Lender that has a Term A Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term A Loans at such time.

“Term A Loan” means an advance made by any Term A Lender under the Term A Facility.

“Term A Note” means a promissory note made by the Borrower in favor of a Term A Lender evidencing Term A Loans made by such Term A Lender, substantially in the form of Exhibit B-1.

“Term Borrowing” means a Term A Borrowing or Incremental Term Borrowing, if any, as the context may require.

“Term Commitment” means a Term A Commitment or Incremental Term Commitment, if any, as the context may require.

“Term Facility” means, at any time, the Term A Facility or Incremental Term Facility, if any, as the context may require.

“Term Lender” means, at any time, a Term A Lender or Incremental Term Lender, if any, as the context may require.

“Term Loan” means a Term A Loan or Incremental Term Loan, if any, as the context may require.

“Termination Event” means (i) a Reportable Event, (ii) the termination of a Plan, or the filing of a notice of intent to terminate a Plan, or the treatment of a Plan amendment as a termination under Section 4041(e) of ERISA, (iii) the institution of proceedings to terminate a Plan under Section 4042 of ERISA or (iv) the appointment of a trustee to administer any Plan under Section 4042 of ERISA.

“Ticking Fee” has the meaning specified in Section 2.08(b)(iii).

“Total Interest Expense” means, for any period, the sum of (i) the aggregate amount of interest accrued during such period in respect of Indebtedness (including the interest component of rentals in respect of Capital Lease Obligations) of the Company and the Restricted Subsidiaries (determined on a consolidated basis), other than obligations under any Guarantee permitted under subparagraph (x) of Section 7.16, (ii) the aggregate amount of fees accrued in respect of the Letters of Credit hereunder during such period and (iii) the aggregate amount of Commitment Fees accrued hereunder during such period. For purposes of this definition, the amount of interest accrued in respect of Indebtedness for any period (A) shall be increased (to the extent not already treated as interest expense or income, as the case may be) by the excess, if any, of amounts payable by the Company and/or any Restricted Subsidiary arising under any interest rate Swap Contract during such period over amounts receivable by the Company and/or any Restricted Subsidiary thereunder (or reduced by the excess, if any, of such amounts receivable over such amounts payable) and interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Company to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP and (B) shall be increased or reduced, as the case may be, by the amount of interest accrued during such period in respect of Indebtedness of the Company or any Restricted Subsidiary in respect of assets acquired or disposed of (including by means of any redesignation of any Subsidiary pursuant to Section 7.08(c)) by the Company or any Restricted Subsidiary on or after the first day of such period, determined on a pro forma basis reasonably satisfactory to the Administrative Agent (it being agreed that it shall be satisfactory to the Administrative Agent that such pro forma calculations may be based upon GAAP as applied in the preparation of the financial statements for the Company, delivered in accordance with Section 7.01 rather than as applied in the financial statements of the Person whose assets were acquired and may include, in the Company’s discretion, a reasonable estimate of savings resulting from any such acquisitions or dispositions, as though the Company or such Restricted Subsidiary acquired or disposed of such assets on the first day of such period.

“Total Outstandings” means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

“Total Revolving Credit Outstandings” means the aggregate Outstanding Amount of all Revolving Credit Loans, Swingline Loans and L/C Obligations.

“Trade Secrets” means all confidential and proprietary information, including, without limitation, know-how, trade secrets, inventions, research and development information, databases and data, pricing and cost information, business and marketing plans and customer and supplier lists and information.

“Trade Secret Licenses” means any agreement, whether written or oral, providing for the grant by or to a Person of any right under a Trade Secret.

“Trademark Licenses” means any agreement, whether written or oral, providing for the grant by or to a Person of any right to use any Trademark.

“Trademarks” means all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, elements of package or trade dress of goods or services, logos and other source or business identifiers, together with the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all application in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and all renewals thereof.

“Transaction” means, collectively, (a) the entering into by the Loan Parties and their applicable Subsidiaries of the Loan Documents to which they are or are intended to be a party, (b) the payment of all fees and expenses incurred in connection with the Loan Documents, and (c) the Chello Acquisition and the payment of all fees and expenses incurred in connection therewith.

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

“UCC” has the meaning given to such term in the Security Agreement.

“UCP” means the Uniform Customs and Practice for Documentary Credits, 2007 revision, International Chamber of Commerce Publication No. 600, as the same may be amended and in effect from time to time.

“Undisclosed Administration” means in relation to a Lender the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

“Unreimbursed Amount” has the meaning given to such term in Section 2.03(c)(i).

“Unrestricted Subsidiary Adjusted Combined Revenues” equals, for any period, on a combined basis, the aggregate (a) revenue of each Unrestricted Subsidiary for such period multiplied by (b) the percentage of the outstanding Equity Interests in such Unrestricted Subsidiary held, directly or indirectly, by the Company and the Restricted Subsidiaries as of the end of such period.

“Unrestricted Subsidiaries” means the Persons set forth on Schedule 1.01(ii) and any New Unrestricted Subsidiaries; provided that any Unrestricted Subsidiary redesignated by the Company as a Restricted Subsidiary pursuant to and in compliance with Section 7.08(c) shall cease to be an Unrestricted Subsidiary.

“Waivable Prepayment” has the meaning given to such term in Section 2.04(b)(vii).

“WE” means WE tv LLC (formerly WE: Women’s Entertainment LLC), a Delaware limited liability company.

Section 1.02 Other Interpretive Provisions. With reference to this Credit Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any organization document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” (except when used as accounting terms, in which case GAAP shall apply) shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Credit Agreement or any other Loan Document.

Section 1.03 Accounting Terms. (a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Credit Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. (i) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Company or (x) in the case of any financial ratio applicable only to a Financial Covenant, the Applicable Rate or Section 2.08(a), the Required Revolving/Term A Lenders and (y) in the case of any other financial ratio, the Required Lenders, shall so request, the Administrative Agent, the applicable Lenders and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders or Required Revolving/Term A Lenders, as applicable); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Company shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Credit Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(ii) The Company may at any time elect to apply IFRS accounting principles in lieu of GAAP, but prior to any such change shall notify the Administrative Agent of any intended change to the manner in which any financial statements shall be prepared. Following such notification, if requested by the Company or the Administrative Agent, the Company and the Administrative Agent shall negotiate in good faith to amend any computation of any financial ratio or requirement set forth in any Loan Document to preserve the original intent thereof in light of such change from GAAP to IFRS. Unless the Required Lenders shall have objected to such required amendments within 10 Business Days after the Lenders shall have been notified thereof by the Administrative Agent (it being agreed that the Administrative Agent shall give such notice promptly via the Approved Electronic Platform after reaching agreement with the Company with respect to such required amendments), such amendments shall become effective and shall be binding on all parties hereto; provided that, until so amended, (i) each such ratio or requirement shall continue to be computed in accordance with GAAP and (ii) the Company shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Credit Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change to IFRS.

Section 1.04 Rounding. Any financial ratios required to be maintained by the Company pursuant to this Credit Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.06 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

Section 1.07 Currency Equivalents and Calculations Generally. Any amount specified in this Credit Agreement (other than in Articles II, IV and IX) or any of the other Loan Documents to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.07, the “Spot Rate” for a currency means the rate determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date of such determination; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01 The Loans. (b) The Term A Borrowings. Subject to the terms and conditions set forth herein, each Term A Lender severally agrees to make a single loan to the Borrower on the Closing Date in an amount not to exceed such Term A Lender’s Term A Commitment and in an aggregate amount for all Term A Lenders not to exceed \$880,000,000 (the “Initial Term A Borrowing”). Subject to the terms and conditions set forth herein, each Term A Lender severally agrees to make a single loan to the Borrower after the Closing Date and on or prior to the earliest of (such date, the “Chello Termination Date”) (x) August 14, 2014, (y) the date of the termination of the Chello Acquisition Agreement and (z) the date of consummation of the Chello Acquisition in an amount not to exceed such Term A Lender’s Term A Commitment and in an aggregate amount for all Term A Lenders not to exceed \$600,000,000 (the “Subsequent Term A Borrowing”), such amount, together with the amount of the Initial Term A Borrowing, not to exceed the aggregate amount of the Term A Commitments. Each Term A Borrowing shall consist of Term A Loans made simultaneously by the Term A Lenders in accordance with their respective Applicable Percentage of the Term A Facility. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Term A Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

(c) [Reserved]

(d) The Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make loans (each such loan, a “Revolving Credit Loan”) to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Revolving Credit Commitment; provided, however, that after giving effect to any Revolving Credit Borrowing, (i) the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility, and (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Revolving Credit Lender’s Applicable Revolving Credit Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Revolving Credit Lender’s Revolving Credit Commitment. Within the limits of each Revolving Credit Lender’s Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01(c), prepay under Section 2.04, and reborrow under this Section 2.01(c). Revolving Credit Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

(e) The Swingline Borrowings. Subject to the terms and conditions set forth herein, including Section 2.15, the Swingline Lender, in its individual capacity, may in its sole discretion make revolving loans (each a “Swingline Loan” and, collectively, the “Swingline Loans”) to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the Swingline Sublimit; provided, however, that after giving effect to any Swingline Borrowing, the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility. Amounts borrowed under this Section 2.01(d) and repaid or prepaid may be reborrowed in accordance with the provisions of this Credit Agreement.

Section 2.02 Borrowings, Conversions and Continuations of Loans. (c) Each Term Borrowing, each Revolving Credit Borrowing, each conversion of Term Loans or Revolving Credit Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that notice of (x) the initial Borrowing of Base Rate Loans may be received by the Administrative Agent not later than 3:00 p.m. on the Closing Date and (y) any conversion of such initial Borrowing to Eurodollar Rate Loans may be received by the Administrative Agent no later than 5:00 p.m. on the third Business Day prior to the requested date of conversion. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. In the case of any discrepancies between telephonic and written notices received by the Administrative Agent, the telephonic notice shall be effective as understood in good faith by the Administrative Agent. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Except as provided in Section 2.03(c), each Borrowing of or conversion to Base Rate Loans shall

be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Term A Borrowing (and whether such borrowing is the Initial Term A Borrowing or Subsequent Term A Borrowing), a Revolving Credit Borrowing or an Incremental Term Borrowing, if available, a conversion of Term Loans or Revolving Credit Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Term Loans or Revolving Credit Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans or Revolving Credit Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice or a request or a deemed request by the Swingline Lender for repayment of any outstanding Swingline Loans under Section 2.15(b), the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage under the applicable Facility of the applicable Term A Loans, Revolving Credit Loans or Incremental Term Loans, if any, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). In the case of a Term Borrowing or a Revolving Credit Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than (i) one hour after receipt of notice from the Administrative Agent on the Closing Date in the case of the initial Borrowing of Base Rate Loans (as long as such notice is received prior to 3:00 p.m. on such day) or (ii) 3:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 5.02 (and, (x) if such Borrowing is the initial Credit Extension, Section 5.01, (y) if such Borrowing is the Subsequent Term A Borrowing, the applicable conditions set forth in Section 5.03 and (z) if such Borrowing is the Incremental Term Borrowing, the applicable conditions set forth in the Incremental Term Supplement), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of JPMCB with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date a Committed Loan Notice with respect to a Revolving Credit Borrowing is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Revolving Credit Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of a Default, the Administrative Agent may notify the Borrower that Loans may only be converted into or continued as Loans of certain specified Types and, thereafter, until no Default shall continue to exist, Loans may not be converted into or continued as Loans of any Type other than one or more of such specified Types.

(d) The Administrative Agent shall promptly notify the Company and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Company and the Lenders of any change in JPMCB's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Term A Borrowings, all conversions of Term A Loans from one Type to the other, and all continuations of Term A Loans as the same Type, there shall not be more than 12 Interest Periods in effect in respect of the Term A Facility. After giving effect to all Revolving Credit Borrowings, all conversions of Revolving Credit Loans from one Type to the other, and all continuations of Revolving Credit Loans as the same Type, there shall not be more than 12 Interest Periods in effect in respect of the Revolving Credit Facility.

Section 2.03 Letters of Credit. (a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Revolving Credit Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the Borrower or its Subsidiaries, and to amend Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Credit Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower or its Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility, (y) the aggregate Outstanding Amount of the Revolving Credit Loans of any Revolving Credit Lender, plus such Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Revolving Credit Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall not issue any Letter of Credit if:

(A) the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance, unless the Required Revolving Lenders have approved such expiry date;

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Credit Lenders have approved such expiry date; or

(C) such Letter of Credit is to be denominated in a currency other than Dollars.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer generally applicable to the issuance of letters of credit;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than \$100,000;

(D) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(E) a default of any Lender's obligations to fund under Section 2.03(c) exists or any Lender is at such time a Defaulting Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the Borrower or such Lender to eliminate the L/C Issuer's risk with respect to such Lender.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit. (i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Revolving Credit Lender,

the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article V shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Applicable Revolving Credit Percentage times the amount of such Letter of Credit.

(iii) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations. (i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Revolving Credit Lender's Applicable Revolving Credit Percentage thereof. In such event, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in Section 5.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Credit Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable Revolving Credit Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans because the conditions set forth in Section 5.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Revolving Credit Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans to the Borrower or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 5.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation. A certificate of the L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations. (a) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the

Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Revolving Credit Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(i) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Credit Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Credit Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Credit Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Credit Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any

beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any of its Subsidiaries.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Revolving Credit Lenders or the Required Revolving Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. Section 2.04, Section 2.16 and Section 8.02 set forth certain requirements to deliver Cash Collateral hereunder. For purposes of this Section 2.03, Section 2.04, Section 2.16, Section 8.02 and Section 8.03, “Cash Collateralize” means, in respect of an obligation, to provide and pledge (as a first priority perfected security interest) cash collateral (“Cash Collateral”) in Dollars, at a location and pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and, in the case of any L/C Obligations to be Cash Collateralized, the L/C Issuer. Derivatives of such term have corresponding meanings. The Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in blocked, non-interest bearing deposit accounts at JPMCB. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrower will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral, an amount equal to the excess of (x) such aggregate Outstanding Amount over (y) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Laws, to reimburse the L/C Issuer.

(h) Applicability of ISP and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(i) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage a Letter of Credit Fee (the “Letter of Credit Fee”) for each Letter of Credit equal to the Applicable Rate times the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (A) computed on a quarterly basis in arrears and (B) due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any Quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such Quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Revolving Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee with respect to each Letter of Credit, at a rate per annum of 0.125%, computed on the daily amount

available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the tenth Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(l) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

Section 2.04 Prepayments.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay the Term A Loans and Revolving Credit Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than 11:00 a.m. (I) three Business Days prior to any date of prepayment of Eurodollar Rate Loans and (II) on the date of prepayment of Base Rate Loans; (B) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; and (C) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage in respect of the relevant Facility). If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each prepayment of the outstanding Loans pursuant to this Section 2.04(a) shall be applied to the principal repayment installments thereof as directed by the Company (and if not so directed, on a pro-rata basis), and each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages in respect of the applicable Facility.

(b) Mandatory. (vii) If the Company or any of its Restricted Subsidiaries (A) Disposes of any property (other than any deemed Disposition referred to in Section 7.08(c)) or (B) suffers an Event of Loss, in each case, which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay (or, in the case of the Incremental Term Facility, if any, offer to purchase at par), immediately upon receipt thereof by such Person, an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds which, in the aggregate with any other Net Cash Proceeds described in this Section 2.04(b)(i) that have not been used to prepay the Loans pursuant to this Section 2.04(b)(i) or reinvested pursuant to the proviso set forth below, exceeds \$75,000,000; provided, that, the foregoing requirement to offer to purchase Incremental Term Loans, if any, shall only apply in the case of a Disposition of any Significant Company or substantially all the assets of any Significant Company; provided, further, that, with respect to any Net Cash Proceeds described in this Section 2.04(b)(i), at the election of the Borrower (as notified by the Borrower to the Administrative Agent on or prior to the receipt of such Net Cash Proceeds), and so long as no Default shall have occurred and be continuing, the Company or such Restricted Subsidiary may reinvest all or any portion of such Net Cash Proceeds in operating assets so long as within 365 days after the receipt of such Net Cash Proceeds, such reinvestment shall have been consummated (as certified by the Company in writing to the Administrative Agent); and provided, however, that any Net Cash Proceeds not so reinvested shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.04(b)(i).

(ii) Upon the incurrence or issuance by the Company or any of the Restricted Subsidiaries of any Indebtedness (other than any Indebtedness expressly permitted to be incurred or issued pursuant to Section 7.15), the Borrower shall prepay an aggregate principal amount of Term A Loans and Revolving Credit Loans equal to 100% of all Net Cash Proceeds received therefrom immediately upon receipt thereof by the Company or such Restricted Subsidiary.

(iii) Each prepayment of Loans pursuant to Section 2.04(b)(i) shall be applied, first, ratably to the Term A Facility and, to the extent such prepayment is to be made from the Net Cash Proceeds of a Disposition of a Significant Company, but subject to Section 2.04(b)(vii), the Incremental Term Facility, if any, and to the principal repayment of installments thereof on a pro-rata basis and, second, to the Revolving Credit Facility in the manner set forth in clause (vi) of this Section 2.04(b).

(iv) Each prepayment of Loans pursuant to Section 2.04(b)(ii) shall be applied, first, to the Term A Facility and to the principal repayment of installments thereof on a pro-rata basis and, second, to the Revolving Credit Facility in the manner set forth in clause (vi) of this Section 2.04(b).

(v) If for any reason the Total Revolving Credit Outstandings at any time exceed the Revolving Credit Facility at such time, the Borrower shall immediately prepay Revolving Credit Loans, Swingline Loans or L/C Borrowings or Cash Collateralize the L/C Obligations (other than the L/C Borrowings) in an aggregate amount equal to such excess.

(vi) Prepayments of the Revolving Credit Facility made pursuant to this Section 2.04(b), first, shall be applied ratably to the L/C Borrowings and the Swingline Loans, second, shall be applied ratably to the outstanding Revolving Credit Loans, and, third, shall be used to Cash Collateralize the remaining L/C Obligations; and, in the case of prepayments of the Revolving Credit Facility required pursuant to clause (i) or (ii) of this Section 2.04(b), the amount remaining, if any, after the prepayment in full of all L/C Borrowings, Swingline Loans and Revolving Credit Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full (the sum of such prepayment amounts, cash collateralization amounts and remaining amount being, collectively, the "Reduction Amount") may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuer or the Revolving Credit Lenders, as applicable.

(vii) Anything contained herein to the contrary notwithstanding, in the event the Borrower is required to make, in accordance with Section 2.04(b)(i), an offer to purchase at par the outstanding Incremental Term Loans, if any (a "Waivable Prepayment"), not less than three Business Days prior to the date (the "Required Prepayment Date") on which the Borrower is required to make such Waivable Prepayment, the Borrower shall notify the Administrative Agent of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender holding outstanding Incremental Term Loans of the amount of such Incremental Term Lender's Applicable Percentage of such Waivable Prepayment and such Incremental Term Lender's option to refuse such amount. Each such Incremental Term Lender may exercise such option to refuse such amount by giving written notice to the Company and the Administrative Agent of its election to do so on or before 1:00 p.m., New York City time, on the first Business Day prior to the Required Prepayment Date (it being understood that any Incremental Term Lender which does not notify the Company and the Administrative Agent of its election to exercise such option on or before 1:00 p.m., New York City time, on the first Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Incremental Term Loans held by such Lenders (which prepayment shall be applied to the scheduled installments of principal of the Incremental Term Loans as specified by the Incremental Term Supplement), and (ii) in an amount equal to that portion of the Waivable Prepayment that otherwise would have been payable to those Incremental Term Lenders that have elected to exercise such option, to prepay the Term A Loans and Revolving Credit Loans, which prepayment shall be further applied to the scheduled installments of principal of the Term A Loans and Revolving Credit Loans in accordance with Section 2.04(b)(iv).

Section 2.05 Termination or Reduction of Commitments. (a) Optional. The Company may, upon notice to the Administrative Agent at any time, terminate the Revolving Credit

Facility, the Swingline Sublimit or the Letter of Credit Sublimit, or from time to time permanently reduce the Revolving Credit Facility, the Swingline Sublimit or the Letter of Credit Sublimit, in each case without premium or penalty; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Company shall not terminate or reduce (A) the Revolving Credit Facility if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Credit Outstandings would exceed the Revolving Credit Facility, (B) the Swingline Sublimit if, after giving effect thereto, the Outstanding Amount of the Swingline Loans would exceed the Swingline Sublimit or (C) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit.

(b) Mandatory. (ii) The aggregate Term A Commitments shall be automatically and permanently reduced by \$880,000,000 on the Closing Date and by \$600,000,000 on the Chello Termination Date.

(ii) If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 2.05, the Letter of Credit Sublimit or the Swingline Sublimit exceeds the Revolving Credit Facility at such time, the Letter of Credit Sublimit or the Swingline Sublimit, as the case may be, shall be automatically reduced by the amount of such excess.

(iii) The Revolving Credit Facility shall be automatically and permanently reduced on each date on which the prepayment of Revolving Credit Loans outstanding thereunder is required to be made pursuant to Section 2.04(b)(i) or (ii) by an amount equal to the applicable Reduction Amount.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit, Swingline Sublimit or the Revolving Credit Commitment under this Section 2.05. Upon any reduction of the Revolving Credit Commitments, unless otherwise permitted under this Section 2.05, the Revolving Credit Commitment of each Revolving Credit Lender shall be reduced by such Lender's Applicable Revolving Credit Percentage of such reduction amount. All fees in respect of the Revolving Credit Facility accrued until the effective date of any termination of the Revolving Credit Facility shall be paid on the effective date of such termination.

(d) Termination of Defaulting Lender. The Company may terminate the unused amount of the Commitment of any Lender that is a Defaulting Lender upon not less than five Business Days' prior notice to the Administrative Agent (which shall promptly notify the Lenders thereof), and in such event the provisions of Section 2.16(c) will apply to all amounts thereafter paid by the Borrower for the account of such Defaulting Lender under this Credit Agreement (whether on account of principal, interest, fees, indemnity or other amounts), provided that (i) no Event of Default shall have occurred and be continuing and (ii) such termination shall not be deemed to be a waiver or release of any claim the Borrower, the Administrative Agent, the L/C Issuer, the Swingline Lender or any Lender may have against such Defaulting Lender.

Section 2.06 Repayment of Loans. (a) Term A Loans. The Borrower shall repay to the Term A Lenders the aggregate principal amount of all Term A Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.04):

Date	Principal Amortization Payment (shown as a % of Original Principal Amount)	Date	Principal Amortization Payment (shown as a % of Original Principal Amount)
March 31, 2014	0.00%	March 31, 2017	3.75%
June 30, 2014	0.00%	June 30, 2017	3.75%
Sept. 30, 2014	0.00%	Sept. 30, 2017	3.75%
Dec. 31, 2014	0.00%	Dec. 31, 2017	3.75%
March 31, 2015	1.25%	March 31, 2018	5.00%
June 30, 2015	1.25%	June 30, 2018	5.00%
Sept. 30, 2015	1.25%	Sept. 30, 2018	5.00%
Dec. 31, 2015	1.25%	Dec. 31, 2018	5.00%
March 31, 2016	2.50%	March 31, 2019	5.00%
June 30, 2016	2.50%	June 30, 2019	5.00%
Sept. 30, 2016	2.50%	Sept. 30, 2019	5.00%
Dec. 31, 2016	2.50%	December 16, 2019	Outstanding Principal Amount
		Total:	100%

provided, however, that the final principal repayment installment of the Term A Loans shall be repaid on the Maturity Date for the Term A Facility and in any event shall be in an amount equal to the aggregate principal amount of all Term A Loans outstanding on such date; and provided further, that with the prior written consent of the Term A Lenders holding at least 10% of the outstanding Term A Loans, such consenting Term A Lenders can extend the amortization schedule and the maturity of their Term A Loans as agreed upon among such consenting Term A Lenders and the Company (with the new amortization schedule and Maturity Date thereafter applying to such Term A Loans), and the Borrower may pay additional interest or an extension fee to, and as agreed with, such consenting Term A Lenders with respect to such extension, without having any obligation to make any additional payments with respect to such extension to non-consenting Term A Lenders (and the pro rata payment provisions of Section 2.12 shall automatically be deemed adjusted to reflect the provisions of this Section).

(b) [Reserved].

(c) Revolving Credit Loans. The Borrower shall repay to the Revolving Credit Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all Revolving Credit Loans outstanding on such date. All L/C Borrowings and Swingline Loans then outstanding shall be due and payable on the Maturity Date for the Revolving Credit Facility;

provided, that with the prior written consent of the Revolving Credit Lenders holding at least 10% of the sum of (i) the Total Revolving Credit Outstandings (with the aggregate amount of each Revolving Credit Lender's risk participation and funded participation in L/C Obligations being deemed "held" by such Revolving Credit Lender for purposes of this definition) and (ii) the aggregate unused Revolving Credit Commitments, such consenting Revolving Credit Lenders may extend the maturity of their Revolving Credit Commitments and Revolving Credit Loans as agreed upon among such consenting Revolving Credit Lenders and the Company (with such new Maturity Date thereafter applying to such Revolving Credit Commitments and Revolving Credit Loans), and the Borrower may pay an extension fee to, and as agreed with, such Revolving Credit Lenders with respect to such extension without having any obligation to make any additional payments with respect to such extension to non-consenting Revolving Credit Lenders, (and the pro rata payment provisions of Section 2.12 shall automatically be deemed adjusted to reflect the provisions of this Section).

(d) Incremental Term Loans. Any unpaid principal and interest of the Incremental Term Loans and any other outstanding Obligations under any of the Incremental Term Commitments shall be due and payable in full on the Maturity Date applicable thereto.

Section 2.07 Interest. (a) Subject to the provisions of Section 2.07(b), (a) each Eurodollar Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate for such Facility; and (ii) each Base Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate for such Facility.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of (x) in the case of any amount payable only to the Revolving Credit Lenders and/or the Term A Lenders, the Required Revolver/Term A Lenders and (y) in the case of any other amount, the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.08 Fees. In addition to certain fees described in Section 2.03(i) and (j):

(a) Commitment Fee. The Company shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage, a commitment fee (the "Commitment Fee") on the actual daily amount by which the Revolving Credit Facility exceeds the Total Revolving Credit Outstandings, at the applicable percentage per annum set forth below determined by reference to the Cash Flow Ratio as set forth in the most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d); provided that, for the period of six months after the Closing Date, the Commitment Fee shall be the greater of (x) 0.375% per annum and (y) the applicable percentage per annum set forth below determined by reference to the Cash Flow Ratio as set forth in the most recent Compliance Certificate delivered to the Lenders pursuant to Section 7.01(d):

Cash Flow Ratio	Commitment Fee
<4.00:1.00	0.25%
≥4.00:1.00 but <5.00:1.00	0.25%
≥5.00:1.00 but <5.75:1.00	0.375%
≥5.75:1.00	0.50%

The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article V is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period for the Revolving Credit Facility. The commitment fee shall be calculated quarterly in arrears.

(b) Other Fees. (i) The Company shall pay fees in the amounts and at the times specified in the Facility Fee Letter. Such fees shall not be refundable for any reason whatsoever.

(ii) The Company shall pay to the Administrative Agent and the applicable L/C Issuer for their own respective accounts fees in the amounts and at the times specified in the JPMCB Fee Letter and/or as mutually agreed in writing. Such fees shall not be refundable for any reason whatsoever.

(iii) If the Chello Termination Date occurs after March 1, 2014, the Borrower shall pay to the Administrative Agent, for the account of each Term A Lender in accordance with its Applicable Percentage, a fee (the "Ticking Fee") for the period from and including March 1, 2014, to and excluding the Chello Termination Date, at a rate equal to 0.25% per annum of such Term A Lender's Term A Commitment in respect of the Subsequent Term A Borrowing. The Ticking Fee shall accrue from March 1, 2014, and be due and payable on the Chello Termination Date.

(iv) The Borrower shall pay to the Lenders (or the Administrative Agent on behalf of the Lenders) such fees as shall have been separately agreed upon in writing, to the Lenders and in the amounts and at the times so specified. Such fees shall not be refundable for any reason whatsoever.

(c) Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, such Defaulting Lender shall not be entitled to any fees accruing during such period pursuant to Section 2.03(i) and this Section 2.08 (without prejudice to the rights of the Non-Defaulting Lenders in respect of such fees), provided that (a) to the extent that a portion of the L/C Obligations or the Outstanding Amount of Swingline Loans of such Defaulting Lender is reallocated to the Non-Defaulting Lenders pursuant to Section 2.16(b), such fees that would have accrued for the benefit of such Defaulting Lender shall instead accrue for the benefit of and be payable to such Non-Defaulting Lenders, pro rata in accordance with their respective Commitments, and (b) to the extent of any portion of such L/C Obligations or Outstanding Amount of Swingline Loans that cannot be so reallocated such fees shall instead accrue for the benefit of and be payable to the L/C Issuer and the Swingline Lender as their interests appear (and the pro rata payment provisions of Section 2.12 shall automatically be deemed adjusted to reflect the provisions of this Section); provided that if the Borrower Cash Collateralizes any portion of such Defaulting Lender's L/C Obligations pursuant to Section 2.16(b), the Borrower shall not be required to pay any Commitment Fee or Letter of Credit Fees with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are Cash Collateralized.

Section 2.09 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by JPMCB's "prime rate" shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.10 Evidence of Debt. (a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any

Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. In the event such Note is issued with more than a de minimis amount of original issue discount ("OID") as defined in the Code, the Borrower shall legend the Note by stating on its face that it was issued with OID in accordance with Treasury Regulations Section 1.1275-3(b). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.10(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

Section 2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage in respect of the relevant Facility (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected on computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to the time funds are due in accordance with Section 2.02(b)) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, and

(B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Company prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Appropriate Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Company with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article V are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Term Loans and Revolving Credit Loans, to fund participations in Letters of Credit and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

Section 2.12 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations in respect of any of the Facilities due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of such Facilities due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of such Facilities due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations in respect of any of such Facilities owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of such Facilities owing (but not due and payable) to all Lenders hereunder and under the other Loan Parties at such time) of payments on account of the Obligations in respect of the Facilities owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations in respect of the Facilities then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Credit Agreement or (B) any payment obtained by a Lender as consideration for the

assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

Section 2.13 Increase in Commitments. (a) Request for Increase. Provided that no Default shall have occurred and be continuing at such time or would result therefrom, upon notice to the Administrative Agent (which shall promptly notify the Revolving Credit Lenders and the Term A Lenders, as applicable), the Company may request, from time to time, without the consent of any Lender, an increase in the Revolving Credit Facility or Term A Loans or both by an aggregate amount not exceeding, when taken together with all previous increases in the Revolving Credit Facility and Term A Loans pursuant to this Section 2.13 and all Incremental Term Facilities pursuant to Section 2.14, the greater of (i) \$400,000,000 and (ii) an amount which, after giving effect to such increase (and assuming such increased Revolving Credit Facility is fully drawn on the date of, and after giving effect to, such increase), would not cause the Senior Secured Leverage Ratio to exceed 4.75 to 1.00 as of the date of the incurrence of the increase; provided, any such request for an increase shall be in a minimum amount of \$50,000,000. At the time of sending such notice, the Company (in consultation with the Administrative Agent) shall specify the time period within which each Revolving Credit Lender or Term A Lender, as applicable, is requested to respond (which shall in no event be less than 10 Business Days from the date of delivery of such notice to such Lenders by the Administrative Agent).

(b) Lender Elections to Increase. Each Revolving Credit Lender and Term A Lender, as applicable, shall notify the Administrative Agent within such time period whether or not it agrees to increase its Revolving Credit Commitment or Term A Commitment, respectively, and, if so, whether by an amount equal to, greater than, or less than its ratable portion (based on such Lender's Applicable Percentage in respect of the Revolving Credit Facility or Term A Facility, respectively) of such requested increase. Any Revolving Credit Lender or Term A Lender not responding within such time period shall be deemed to have declined to increase its Revolving Credit Commitments or Term A Loans, respectively.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the Company and each Revolving Credit Lender and Term A Lender, as applicable, of the Revolving Credit Lenders' and Term A Lenders' responses, as the case may be, to each request made hereunder. If the aggregate increase participated in by the existing Lenders is less than the requested increase, then to achieve the full amount of the requested increase, and subject to the approval of the Administrative Agent, the Company may also invite additional Eligible Assignees to become Revolving Credit Lenders or Term A Lenders, as applicable, pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(d) Effective Date and Allocations. If the Revolving Credit Facility or Term A Loans or both are increased in accordance with this Section, the Administrative Agent and the Company shall determine the effective date (the “Increase Effective Date”) and the final allocation of such increase. The Administrative Agent shall promptly notify the Company and the Revolving Credit Lenders and the Term A Lenders, including the proposed new lenders, as applicable, of the final allocation of such increase and the Increase Effective Date. Such amendment may be signed by the Administrative Agent on behalf of the Lenders.

(e) Conditions to Effectiveness of Increase. As a condition precedent to such increase, (1) the Company shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Company, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article VI and the other Loan Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.13, the representations and warranties contained in subsections (a) and (b) of Section 6.04 shall be deemed to refer to the most recent statements furnished pursuant to clauses (b) and (a), respectively, of Section 7.01, and (B) no Default exists or would result from such increase; (2) all fees and expenses of the Administrative Agent and the Lenders in connection with such increase shall have been paid on or prior to the Increase Effective Date; and (3) on such Increase Effective Date, on a pro forma basis after giving effect to any such increase in Loans, including any acquisitions consummated or payments of Indebtedness made with the proceeds thereof, and any acquisitions or dispositions after the first day of the most recently ended Quarter for which financial statements were delivered pursuant to Section 7.01 (such pro forma basis to include, in the Company’s discretion, a reasonable estimate of savings resulting from any such acquisition or disposition (A) that have been realized, (B) for which the steps necessary for realization have been taken, or (C) for which the steps necessary for realization are reasonably expected to be taken within 12 months of the date of such acquisition or disposition, in each case, certified by the Company) but prior to or simultaneous with the borrowing of any such increased Loans, the Company would be in compliance with the Financial Covenants, recomputed as of the last day of the most recently ended Quarter for which financial statements were delivered pursuant to Section 7.01 and calculated as if such transaction occurred on the first day of the 12-month period then ended.

(f) In the event of an increase in the Revolving Credit Commitment in accordance with this Section, on the Increase Effective Date, the Borrower shall borrow Revolving Credit Loans and prepay any outstanding Revolving Credit Loans from each Revolving Credit Lender (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Revolving Credit Loans ratable among the Revolving Credit Lenders in accordance with their respective revised Applicable Revolving Credit Percentages arising from any nonratable increase in the Revolving Credit Commitments under this Section. Any additional Term A Loans shall be made by the Term A Lenders participating therein pursuant to the procedures set forth in Section 2.02.

(g) Conflicting Provisions. This Section shall supersede any provisions in Section 2.12 to the contrary.

Section 2.14 Incremental Term Facility. (a) Request for Incremental Term Facility. Provided that no Default shall have occurred and be continuing at such time or would result therefrom, upon notice to the Administrative Agent, the Company may request, on one or more occasions, without the consent of any Lender, a separate tranche of commitments (“Incremental Term Commitments”) and loans (“Incremental Term Loans”) to be established under this Credit Agreement in an amount not exceeding, when taken together with the amount of any increase in the Revolving Credit Facilities (as if fully drawn on the date of determination of compliance hereunder) and Term A Loans incurred pursuant to Section 2.13, the greater of (i) \$400,000,000 and (ii) an amount which, after giving effect to such increase, would not cause the Senior Secured Leverage Ratio to exceed 4.75 to 1.00 as of the date of the incurrence of the increase; provided that any such request for an Incremental Term Facility shall be in a minimum amount of \$50,000,000.

(b) Incremental Term Lenders. The Company shall be entitled to elect, in its own discretion, Incremental Term Lenders from among the existing Lenders and any additional banks, financial institutions and other institutional lenders or investors, subject to the consent of (i) such proposed Incremental Term Lender and (ii) the Administrative Agent (which consent shall not be unreasonably withheld), if such consent would be required under Section 10.06(b)(iii), for an assignment of loans or commitments, as applicable, to such Incremental Term Lender.

(c) Conditions to Effectiveness of Incremental Term Facility. As a condition precedent to the effectiveness of each Incremental Term Facility, (1) the Company, the Administrative Agent and the Incremental Term Lenders party thereto shall enter into a supplement to this Credit Agreement in substantially the form of Exhibit I (an “Incremental Term Supplement”) duly completed such that such Incremental Term Supplement shall set forth the terms and conditions relating to such Incremental Term Facility, which shall be reasonably acceptable to the Administrative Agent (except to the extent that they are consistent with the provisos to this clause (c)); provided that, in any event, such Incremental Term Facility shall (i) not have a final maturity date earlier than the Maturity Date applicable to the Term A Facility or a weighted average life to maturity shorter than the weighted average life to maturity of the Term A Facility, (ii) be guaranteed only by the Guarantors hereunder, (iii) rank *pari passu* or junior in right of payment and of security with the Term A Facility and (iv) except as to pricing and amortization, shall have terms and documentation no more restrictive than the terms of the Term A Loans unless such terms are reasonably satisfactory to the Administrative Agent, (2) the Company shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the effective date of an Incremental Term Facility (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such Incremental Term Facility, and (ii) in the case of the Company, certifying that, before and after giving effect to such Incremental Term Facility, (A) the representations and warranties contained in Article VI and the other Loan Documents are true and correct on and as of such effective date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.14, the representations and warranties contained in subsections (a) and (b) of Section

6.04 shall be deemed to refer to the most recent statements furnished pursuant to clauses (b) and (a), respectively, of Section 7.01, and (B) no Default exists, and (3) all fees and expenses of the Administrative Agent and the Incremental Term Lenders in connection with such Incremental Term Facility shall have been paid on or prior to the effectiveness of such Incremental Term Facility. Upon the effective date of an Incremental Term Supplement, each lender thereunder shall become an Incremental Term Lender hereunder and such Incremental Term Supplement shall be deemed part of this Credit Agreement for all purposes thereafter.

(d) Any Incremental Term Loans shall be made available to the Borrower as set forth in the applicable Incremental Term Supplement; provided that, on such date, on a pro forma basis after giving effect to such increase in Loans, including any acquisitions consummated or payments of Indebtedness made with the proceeds thereof, and any acquisitions or dispositions after the first day of the most recently ended Quarter for which financial statements were delivered pursuant to Section 7.01 (such pro forma basis to include, in the Company's discretion, a reasonable estimate of savings resulting from any such acquisition or disposition (A) that have been realized, (B) for which the steps necessary for realization have been taken, or (C) for which the steps necessary for realization are reasonably expected to be taken within 12 months of the date of such acquisition or disposition, in each case, certified by the Company) but prior to or simultaneous with the borrowing of any Incremental Term Loans, the Company would be in compliance with the Financial Covenants, recomputed as of the last day of the most recently ended Quarter for which financial statements were delivered pursuant to Section 7.01 and calculated as if such transaction occurred on the first day of the 12-month period then ended.

Section 2.15 Swingline Loans.

(a) Swingline Borrowings.

(i) Notices; Disbursement. Whenever the Borrower desires a Swingline Borrowing hereunder it shall give irrevocable notice to the Swingline Lender not later than 1:00 p.m. on the date of the requested Swingline Borrowing in the form of a Committed Loan Notice. Subject to satisfaction of the conditions set forth herein, the Swingline Lender shall initiate the transfer of funds representing such Borrowing to the Borrower by 3:00 p.m. on the Business Day specified by the Borrower in the applicable Committed Loan Notice.

(ii) Minimum Amounts. Each Swingline Borrowing shall be in a minimum principal amount of \$500,000 and integral multiples of \$250,000, in excess thereof.

(b) Repayment of Swingline Loans. Each Swingline Borrowing shall be due and payable on the earliest of (i) 10 days from the date of such Borrowing, (ii) the date of the next succeeding Revolving Credit Borrowing, or (iii) the Maturity Date for the Revolving Credit Facility; provided, however, the Borrower may prepay any Swingline Borrowing prior to the date it is due upon notice to the Swingline Lender not later than 1:00 p.m. on the date of prepayment of such Borrowing. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. If, and to the extent, any Swingline

Loans shall be outstanding on the date of any Revolving Credit Borrowing, such Swingline Loans shall be repaid from the proceeds of such Revolving Credit Borrowing prior to any distribution of such proceeds to the Borrower. If, and to the extent, a Revolving Credit Borrowing is not requested prior to earlier of (A) the Maturity Date for the Revolving Credit Facility or (B) the last day of any such 10 day period from the date of any Swingline Borrowing, the Borrower shall be deemed to have requested a Base Rate Loan on the Business Day immediately preceding the Maturity Date for the Revolving Credit Facility or the last day of such 10 day period, as applicable, in the amount of the Swingline Loans then outstanding, the proceeds of which shall be used to repay the Swingline Lender for such Swingline Loans. In addition, the Swingline Lender may, at any time, in its sole discretion by written notice to the Company and the Administrative Agent, require repayment of its Swingline Loans by way of a Revolving Credit Loan, in which case the Borrower shall be deemed to have requested a Base Rate Loan of the Revolving Credit Loans in the amount of such Swingline Loans; provided, however, that any such demand shall be deemed to have been given one Business Day prior to the Maturity Date for the Revolving Credit Facility and upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h) and also upon acceleration of the Obligations, whether on account of an Event of Default described in Section 8.01(g) or 8.01(h) or any other Event of Default, in accordance with the provisions of Section 8.02 following an Event of Default (each such Revolving Credit Loan made on account of any such deemed request therefor as provided herein being hereinafter referred to as a "Mandatory Borrowing"). Each Lender hereby irrevocably agrees to make its Applicable Percentage of such Revolving Credit Loans promptly upon any such request or deemed request on account of each Mandatory Borrowing in the amount and in the manner specified in the preceding sentence and on the same such date, notwithstanding (I) the amount of Mandatory Borrowing may not comply with the minimum amount for advances of Revolving Credit Loans otherwise required hereunder, (II) whether any conditions specified in Article V are then satisfied, (III) whether a Default then exists, (IV) failure for any such request or deemed request for Revolving Credit Loans to be made by the time otherwise required in Section 2.02, (V) the date of such Mandatory Borrowing, or (VI) any reduction in the Revolving Credit Commitment or termination of the Revolving Credit Commitment relating thereto immediately prior to such Mandatory Borrowing or contemporaneously therewith; provided, however, that no Lender shall be required to make such Revolving Credit Loans if, at the time that the Swingline Lender agreed to fund any requested Swingline Borrowing, the Swingline Lender had knowledge of the existence of a Default or such Mandatory Borrowing would cause a Lender to exceed its Revolving Credit Commitment. In the event that any Mandatory Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the commencement of any proceeding under any Debtor Relief Laws with respect to the Borrower or any other obligor hereunder), then each Revolving Credit Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Borrowing would otherwise have occurred, but adjusted for any payments received from the Borrower on or after such date and prior to such purchase) from the Swingline Lender such participations in the outstanding Swingline Loans as shall be necessary to cause each such Revolving Credit Lender to share in such Swingline Loans ratably based upon its respective Applicable Percentage in respect of the Revolving Credit Facility (determined before giving effect to any termination of the Revolving Credit Commitment pursuant to Section 8.02), provided that (A) all interest payable on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the respective participation is purchased, and (B) at the time any purchase of participations pursuant to this sentence is actually made, the purchasing Lender shall

be required to pay (to the extent not paid by the Borrower) to the Swingline Lender interest on the principal amount of participation purchased for each day from and including the day upon which the Mandatory Borrowing would otherwise have occurred but excluding the date of payment for such participation, at the rate equal to, if paid within two Business Days of the date of the Mandatory Borrowing, the Federal Funds Rate, and thereafter at a rate equal to the Base Rate.

(c) Interest on Swingline Loans. Swingline Loans shall bear interest at the simple per annum interest rate equal to the sum of (x) the Base Rate and (y) the Applicable Rate then in effect with respect to Base Rate Loans under the Revolving Credit Facility, computed on the basis of a year of 365/366 days for the actual number of days elapsed; provided, however, that (i) from and after any failure to make any payment of principal or interest in respect of any of the Loans hereunder when due (after giving effect to any applicable grace period), whether at scheduled or accelerated maturity or on account of any mandatory prepayment or (ii) while any Swingline Loans in which the Lenders have acquired participations pursuant to Section 2.15(b) remain outstanding, the principal of and, to the extent permitted by law, interest on, Swingline Loans shall bear interest, payable on demand, at the Default Rate. Interest on each Swingline Loan shall be payable in arrears on the date payment of such Swingline Loan is due pursuant to Section 2.15(b).

(d) Reporting. Unless the Swingline Lender is the Administrative Agent, the Swingline Lender shall provide to the Administrative Agent, on Friday of each week and on each date the Administrative Agent notifies the Swingline Lender that the Borrower has delivered a Committed Loan Notice or the Administrative Agent otherwise requests the same, an accounting for the outstanding Swingline Loans in form reasonably satisfactory to the Administrative Agent.

(e) Termination of Swingline Loans; Designation of Swingline Lender. Unless a Default then exists, the Swingline Lender shall give the Borrower and the Administrative Agent at least seven days' prior written notice before exercising its discretion herein not to make Swingline Loans. The Borrower must give ten days' prior written notice to the Administrative Agent of any change in designation of the Swingline Lender. The replaced Swingline Lender shall continue to be a "Swingline Lender" for purposes of repayment of any Swingline Loans made prior to such replacement and outstanding after such replacement.

Section 2.16 Cash Collateral; Defaulting Lenders. (a) If any Lender becomes, and during the period it remains, a Defaulting Lender, if any Letter of Credit or Swingline Loan is at the time outstanding, the L/C Issuer and the Swingline Lender, as the case may be, may (except, in the case of a Defaulting Lender, to the extent the Commitments have been reallocated pursuant to Section 2.16(b)), by notice to the Company and such Defaulting Lender through the Administrative Agent, require the Borrower to Cash Collateralize the obligations of the Borrower to the L/C Issuer and the Swingline Lender in respect of such Letter of Credit or Swingline Loan, as the case may be, in amount at least equal to the aggregate amount of the unallocated obligations (contingent or otherwise) of such Defaulting Lender in respect thereof, or to make other arrangements satisfactory to the Administrative Agent, and to the L/C Issuer and the Swingline Lender, as the case may be, in their reasonable discretion to protect them against the risk of non-payment by such Defaulting Lender.

(b) In addition to the other conditions precedent herein set forth, if any Lender becomes, and during the period it remains, a Defaulting Lender, the L/C Issuer will not be required to issue any Letter of Credit or to amend any outstanding Letter of Credit, and the Swingline Lender will not be required to make any Swingline Loan, unless:

(i) in the case of a Defaulting Lender, the L/C Obligations and the Outstanding Amount of Swingline Loans of such Defaulting Lender is reallocated, as to outstanding and future Letters of Credit and Swingline Loans, to the Non-Defaulting Lenders as provided in clause (i) of Section 2.16(c), and

(ii) to the extent full reallocation does not occur as provided in clause (i) above, the Borrower Cash Collateralizes the obligations of the Borrower in respect of such Letter of Credit or Swingline Loan in an amount at least equal to the aggregate amount of the unallocated obligations (contingent or otherwise) of such Defaulting Lender in respect of such Letter of Credit or Swingline Loan, or makes other arrangements satisfactory to the Administrative Agent, the L/C Issuer and the Swingline Lender in their reasonable discretion to protect them against the risk of non-payment by such Defaulting Lender, or

(iii) to the extent that neither reallocation nor Cash Collateralization occurs pursuant to clauses (i) or (ii), then in the case of a proposed issuance of a Letter of Credit or making of a Swingline Loan, by an instrument or instruments in form and substance satisfactory to the Administrative Agent, and to the L/C Issuer and the Swingline Lender, as the case may be, (i) the Borrower agrees that the face amount of such requested Letter of Credit or the principal amount of such requested Swingline Loan will be reduced by an amount equal to the unallocated, non Cash-Collateralized portion thereof as to which such Defaulting Lender would otherwise be liable, and (ii) the Non-Defaulting Lenders confirm, in their discretion, that their obligations in respect of such Letter of Credit or Swingline Loan shall be reduced on a pro rata basis in accordance with the Commitments of the Non-Defaulting Lenders, and that the pro rata payment provisions of Section 2.12 will be deemed adjusted to reflect this provision (provided that nothing in this clause (iii) will be deemed to increase the Commitment of any Lender, nor to constitute a waiver or release of any claim the Borrower, the Administrative Agent, the L/C Issuer, the Swingline Lender or any other Lender may have against such Defaulting Lender, nor to cause such Defaulting Lender to be a Non-Defaulting Lender).

(c) If a Lender becomes, and during the period it remains, a Defaulting Lender, the following provisions shall apply with respect to any outstanding L/C Obligations and any Outstanding Amount of Swingline Loans of such Defaulting Lender:

(i) the L/C Obligations and the Outstanding Amount of Swingline Loans of such Defaulting Lender will, upon notice by the Administrative Agent, and subject in any event to the limitation in the proviso below, automatically be reallocated (effective on the day such Lender becomes a Defaulting Lender) among the Non-Defaulting Lenders pro rata in accordance with their respective Commitments; provided that (a) the conditions set forth in Sections 5.02(a) and (b) are satisfied at the time of such reallocation (with such reallocation being deemed a Credit Extension for purposes of such conditions), (b) the sum

of the total outstanding Revolving Credit Loans and Swingline Loans owed to each Non-Defaulting Lender and its total L/C Obligations may not in any event exceed the Commitment of such Non-Defaulting Lender as in effect at the time of such reallocation, (c) such reallocation will not constitute a waiver or release of any claim the Borrower, the Administrative Agent, the L/C Issuer, the Swingline Lender or any other Lender may have against such Defaulting Lender, and (d) neither such reallocation nor any payment by a Non-Defaulting Lender as a result thereof will cause such Defaulting Lender to be a Non-Defaulting Lender;

(ii) to the extent that any portion (the “unreallocated portion”) of the Defaulting Lender’s L/C Obligations and Outstanding Amounts of Swingline Loans cannot be so reallocated, whether by reason of the proviso in clause (i) above or otherwise, the Borrower will, not later than three Business Days after demand by the Administrative Agent, (a) Cash Collateralize the obligations of the Borrower to the L/C Issuer and the Swingline Lender in respect of such L/C Obligations or Outstanding Amounts of Swingline Loans, as the case may be, in an amount at least equal to the aggregate amount of the unreallocated portion of such L/C Obligations or Outstanding Amounts of Swingline Loans, (b) in the case of such Outstanding Amount of Swingline Loans prepay in full the unreallocated portion thereof, or (c) make other arrangements satisfactory to the Administrative Agent, and to the L/C Issuer and the Swingline Lender, as the case may be, in their reasonable discretion to protect them against the risk of non-payment by such Defaulting Lender; and

(iii) any amount paid by the Borrower for the account of a Defaulting Lender under this Credit Agreement (whether on account of principal, interest, fees, indemnity payments or other amounts) will not be paid or distributed to such Defaulting Lender, but shall instead be retained by the Administrative Agent in a segregated escrow account until (subject to Section 2.16(e)) the termination of the Commitments and payment in full of all obligations of the Borrower hereunder and will be applied by the Administrative Agent, to the fullest extent permitted by law, to the making of payments from time to time in the following order of priority:

first to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent under this Credit Agreement,

second to the payment of any amounts owing by such Defaulting Lender to the L/C Issuer or the Swingline Lender (pro rata as to the respective amounts owing to each of them) under this Credit Agreement,

third to the payment of post-default interest and then current interest due and payable to the Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such interest then due and payable to them,

fourth to the payment of fees then due and payable to the Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such fees then due and payable to them,

fifth to pay principal and unreimbursed L/C Borrowings then due and payable to the Non-Defaulting Lenders hereunder ratably in accordance with the amounts thereof then due and payable to them,

sixth to the ratable payment of other amounts then due and payable to the Non-Defaulting Lenders, and

seventh after the termination of the Commitments and payment in full of all obligations of the Borrower hereunder, to pay amounts owing under this Credit Agreement to such Defaulting Lender or as a court of competent jurisdiction may otherwise direct.

(d) In furtherance of the foregoing, if any Lender becomes, and during the period it remains, a Defaulting Lender, each of the L/C Issuer and the Swingline Lender is hereby authorized by the Borrower (which authorization is irrevocable and coupled with an interest) to give, through the Administrative Agent, Committed Loan Notices pursuant to Section 2.03(c)(v) in such amounts and in such times as may be required to (i) reimburse an outstanding L/C Borrowing, (ii) repay an outstanding Swingline Loans, or (iii) Cash Collateralize the obligations of the Borrower in respect of outstanding Letters of Credit or Swingline Loans in an amount at least equal to the aggregate amount of the unallocated obligations (contingent or otherwise) of such Defaulting Lender in respect of such Letter of Credit or Swingline Loan.

(e) If the Company, the Administrative Agent, the L/C Issuer and the Swingline Lender agree in writing that a Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any amounts then held in the segregated escrow account referred to in Section 2.16(c)), such Lender shall purchase at par such portions of the outstanding Loans of the other Lenders, and/or make such other adjustments, as the Administrative Agent may determine to be necessary to cause the Lenders to hold Loans on a pro rata basis in accordance with their respective Commitments, whereupon such Lender shall cease to be a Defaulting Lender and will be a Non-Defaulting Lender (and the L/C Obligations and Outstanding Amount of Swingline Loans of each Lender shall automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments shall be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower and applied as set forth in Section 2.16(c)(iii) while such Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender shall constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

(f) If any Lender is a Defaulting Lender, the Company may, upon at least five Business Days' written notice to the Administrative Agent (which shall then give prompt notice thereof to the relevant Lender), replace such Lender with an Eligible Assignee selected by the

Company in accordance with Section 10.12; provided, however, that no Event of Default shall have occurred and be continuing at the time of such request and at the time of such assignment; provided, further, that the assigning Lender's rights under Sections 3.01, 3.04 and 10.04, and its obligations under Section 10.04, shall survive such assignment as to matters occurring prior to the date of assignment.

Section 2.17 Borrower Agent. Each Additional Borrower hereby designates the Company as its representative and agent (in such capacity, the "Borrower Agent") for all purposes under the Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with the Administrative Agent, the L/C Issuer or any Lender. The Borrower Agent hereby accepts such appointment. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by Borrower Agent on behalf of any Borrower. The Administrative Agent, the L/C Issuer and the Lenders may give any notice or communication with a Borrower hereunder to the Borrower Agent on behalf of such Borrower. Each of the Administrative Agent, L/C Issuer and the Lenders shall have the right, in its discretion, to deal exclusively with the Borrower Agent for any or all purposes under the Loan Documents. Each Borrower agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by the Borrower Agent shall be binding upon and enforceable against it.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01 Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Taxes or Other Taxes, provided that if the Borrower shall be required by applicable law to deduct any Taxes (including any Other Taxes) from such payments, then (i) in the case of Indemnified Taxes (including any Other Taxes) the sum payable by the Borrower shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, any Lender or the L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of subsection (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent, each Lender and the L/C Issuer, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that the Borrower shall not indemnify the Administrative Agent, any Lender or the L/C Issuer for any penalties or interest that are imposed solely as a result of gross negligence or willful misconduct of the Administrative Agent, any Lender or the L/C Issuer. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error. If, in the reasonable discretion of the Borrower, any Indemnified Taxes or Other Taxes are incorrectly or not legally imposed or asserted by the relevant Governmental Authority, the Administrative Agent, each Lender or the L/C Issuer, as the case may be, shall, at the expense of the Borrower, use commercially reasonable efforts to cooperate with the Borrower to recover and promptly remit such Indemnified Taxes or Other Taxes to the Borrower in accordance with subsection (f) of this Section. Nothing contained herein shall derogate from the right of any Lender, the Administrative Agent or the L/C Issuer to arrange its tax affairs in whatever manner it sees fit nor shall require any Lender, the Administrative Agent or the L/C Issuer to disclose any information relating to its tax affairs that it deems confidential other than as required under Section 3.01(e). For the avoidance of doubt, neither a Lender nor the L/C Issuer shall be entitled to recover more than once with respect to the same amount of Taxes to which the Lender or L/C Issuer is entitled to indemnification under this Section.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes or Other Taxes by the Borrower to a Governmental Authority pursuant to this Section, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, if the Borrower is resident for tax purposes in the United States, any Foreign Lender shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Credit Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate to the effect that such Foreign Lender is not (1) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (2) a “10 percent shareholder” of the Borrower within the meaning of section 881(c)(3)(B) of the Code, or (3) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code and (B) duly completed copies of Internal Revenue Service Form W-8BEN, or

(iv) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower to determine the withholding or deduction required to be made (including, for the avoidance of doubt, documentation necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine whether any recipient of amounts arising under this Agreement has or has not complied with such recipient’s obligations under FATCA, or to determine the amount to deduct and/or withhold from such amounts under FATCA).

(f) Treatment of Certain Refunds. If the Administrative Agent, any Lender or the L/C Issuer determines, in good faith, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer if the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C

Issuer to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person.

Section 3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurodollar Rate Loans, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 3.03 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Base Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan, or (c) the Eurodollar Base Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Company and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

Section 3.04 Increased Costs; Reserves on Eurodollar Rate Loans.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Eurodollar Rate contemplated by Section 3.04(e)) or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any Tax of any kind whatsoever with respect to this Credit Agreement, any Letter of Credit, any participation in

a Letter of Credit or any Eurodollar Rate Loan made by it, or change the basis of Taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Credit Agreement or Eurodollar Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Rate Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered. Notwithstanding the foregoing, a Lender or the L/C Issuer shall be entitled to request compensation for increased costs or expenses described in this Section 3.04(a) only to the extent it is the general practice or policy of such Lender or the L/C Issuer to request such compensation from other borrowers under comparable facilities under similar circumstances. For the avoidance of doubt, if a Lender or the L/C Issuer recovers an amount under this Section, such Lender or L/C Issuer may not recover the same amount under Section 3.01; similarly, if a Lender or the L/C Issuer recovers an amount under Section 3.01, such Lender or L/C Issuer may not recover the same amount under this Section.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Credit Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such

Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Reserves on Eurodollar Rate Loans. The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least 10 days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 10 days from receipt of such notice.

Section 3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.12;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Base Rate used in determining the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

Section 3.06 Mitigation Obligations; Replacement of Lenders. (a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or Section 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, the Company may replace such Lender in accordance with Section 10.12.

Section 3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV

GUARANTY

Section 4.01 Guaranty. Each of the Guarantors hereby, jointly and severally, absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations (but, with respect to any Guarantor at any time, excluding all Excluded Swap Obligations with respect to such Guarantor at such time), whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Secured Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Secured Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive

for the purpose of establishing the amount of the Obligations, absent manifest error. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing (but, with respect to any Guarantor at any time, excluding all Excluded Swap Obligations with respect to such Guarantor at such time).

Section 4.02 Rights of Lenders. Each Guarantor consents and agrees that the Secured Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent, the L/C Issuer and the Secured Parties in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

Section 4.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability, change in corporate existence or structure or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower or any other Guarantor; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower or any other Guarantor; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Secured Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

Section 4.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other Guarantor, and a separate action may be brought against such Guarantor to enforce this Guaranty whether or not the Borrower or any other Person is joined as a party.

Section 4.05 Subrogation. Each Guarantor shall not exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations and any amounts payable under this Guaranty have been indefeasibly paid and performed in full and the Commitments and the Facilities are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to reduce the amount of the Obligations, whether matured or unmatured.

Section 4.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are indefeasibly paid in full in cash and the Commitments and the Facilities with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Secured Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

Section 4.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to such Guarantor as subrogee of the Secured Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations. If the Secured Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

Section 4.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Secured Parties.

Section 4.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other Guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Secured Parties has any duty, and such Guarantor is not relying on the Secured Parties at any time, to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Secured Parties to disclose such information and any defense relating to the failure to provide the same).

Section 4.10 Limitation on Guaranty. It is the intention of the Guarantors, the Lenders and the Borrower that the obligations of each Guarantor hereunder shall be in, but not in excess of, the maximum amount permitted by applicable law. To that end, but only to the extent such obligations would otherwise be avoidable, the obligations of each Guarantor hereunder shall be limited to the maximum amount that, after giving effect to the incurrence thereof, would not render such Guarantor insolvent or unable to make payments in respect of any of its indebtedness as such indebtedness matures or leave such Guarantor with an unreasonably small capital. The need for any such limitation shall be determined, and any such needed limitation shall be effective, at the time or times that such Guarantor is deemed, under applicable law, to incur the Obligations hereunder. Any such limitation shall be apportioned amongst the Obligations (excluding all Excluded Swap Obligations) pro rata in accordance with the respective amounts thereof. This paragraph is intended solely to preserve the rights of the Lenders under this Credit Agreement to the maximum extent permitted by applicable law, and neither the Guarantors, the Borrower nor any other Person shall have any right under this paragraph that it would not otherwise have under applicable law. The Borrower and each Guarantor agree not to commence any proceeding or action seeking to limit the amount of the obligation of such Guarantor under this Article IV by reason of this paragraph. For the purposes of this paragraph, “insolvency”, “unreasonably small capital” and “unable to make payments in respect of any of its indebtedness as such indebtedness matures” shall be determined in accordance with applicable law.

Section 4.11 Guaranty Supplements. Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Exhibit K hereto (each, a “Guaranty Supplement”), (i) such Person shall become and be a Guarantor hereunder, and each reference in the Loan Documents to a “Guarantor” shall also mean and be a reference to such Person, and each reference in any other Loan Document to a “Guarantor” shall also mean and be a reference to such Person, and (ii) each reference in the Loan Documents to “the Guaranty”, “thereunder”, “thereof” or words of like import referring to this Guaranty, shall mean and be a reference to this Guaranty as supplemented by such Guaranty Supplement.

Section 4.12 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guaranty in respect of Obligations that are Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 4.12 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section

4.12, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect in accordance with Section 4.06. Each Qualified ECP Guarantor intends that this Section 4.12 constitute, and this Section 4.12 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE V

CONDITIONS PRECEDENT

Section 5.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make the initial Credit Extension hereunder is subject to the satisfaction of the following conditions precedent on or prior to the date of such initial Credit Extension:

(a) Execution of Loan Documents and Notes. The Administrative Agent’s receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) this Credit Agreement duly executed and delivered by each of the Borrower, the Guarantors, the Lenders named on the signature pages hereof, the Swingline Lender, the L/C Issuer and the Administrative Agent;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note; and

(iii) the Pledge Agreement, the Security Agreement and the Intellectual Property Security Agreement(s), each duly executed and delivered by each of the Loan Parties party thereto and the Collateral Agent, together with:

(A) to the extent not previously provided to the Collateral Agent, with respect to the Pledge Agreement, certificates representing the Pledged Equity Interests referred to therein accompanied by undated stock powers executed in blank;

(B) proper UCC-1 Financing Statements filed or in form appropriate for filing under the Uniform Commercial Code of all jurisdictions, if any, that the Collateral Agent may deem necessary in order to perfect the Liens created under each of the Collateral Documents, covering the Collateral described in the Collateral Documents; and

(C) evidence that all other action that the Collateral Agent may deem necessary in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters and UCC-3 termination statements, if any).

(b) Signatures. Each of the Loan Parties shall have certified to the Administrative Agent (with copies to be provided for each Lender) the name and signature of each of the persons authorized (i) to sign on its respective behalf this Credit Agreement and each of the other Loan Documents to which it is a party and (ii) in the case of the Borrower, to borrow under this Credit Agreement. The Lenders may conclusively rely on such certifications until they receive notice in writing from such Loan Party, as the case may be, to the contrary.

(c) Loan Certificates. The Administrative Agent shall have received a loan certificate of each Loan Party, in substantially the form of Exhibit J, together with appropriate attachments which shall include, without limitation, the following items: (i) a true, complete and correct copy of the articles of incorporation, certificate of limited partnership or certificate of formation or organization of such Loan Party, certified by the Secretary of State of such Loan Party's organization, (ii) a true, complete and correct copy of the by-laws, partnership agreement or limited liability company or operating agreement of such Loan Party, (iii) a copy of the resolutions of the board of directors or other appropriate entity of such Loan Party authorizing the execution, delivery and performance by such Loan Party of this Credit Agreement and the other Loan Documents to which it is a party and, with respect to the Borrower, authorizing the borrowings hereunder, and (iv) certificates of existence of such Loan Party issued by the Secretary of State or similar state official for the state of such Loan Party's organization.

(d) Opinions of Counsel to the Borrower and the Other Loan Parties. The Lenders shall have received favorable opinions of:

(i) the general counsel for the Borrower and the other Loan Parties, substantially in the form of Exhibit E;
and

(ii) Sullivan & Cromwell LLP, special New York counsel to the Borrower and the other Loan Parties, substantially in the form of Exhibit F;

and covering such other matters as any Lender or Lenders or special New York counsel to the Administrative Agent, Shearman & Sterling LLP, may reasonably request (and for purposes of such opinions such counsel may rely upon opinions of counsel in other jurisdictions, provided that such other counsel are reasonably satisfactory to special counsel to the Administrative Agent and such other opinions state that the Lenders are entitled to rely thereon).

(e) [Reserved].

(f) Compliance Certificate. The Lenders shall have received a Compliance Certificate showing that (i) the Borrower is in compliance with the provisions of this Credit Agreement as of the Closing Date and that (ii) as of September 30, 2013 and without giving effect to the Chello Acquisition, the Cash Flow Ratio shall not exceed 6.50 to 1.00.

(g) Other Documents. Such other documents, filings, instruments and papers relating to the documents referred to herein and the transactions contemplated hereby as any Lender or special counsel to the Administrative Agent shall reasonably require shall have been received by the Administrative Agent, including information reasonably requested as described in Section 10.16.

(h) Certain Fees. All fees required to be paid to the Administrative Agent, the Joint Lead Arrangers and the other Lenders on or before the Closing Date shall have been paid. Unless waived by the Administrative Agent, the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent properly invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

(i) Regulatory Approvals. The Borrower shall have obtained all consents and approvals of, and made all filings and registrations with, any Governmental Authority set forth on Schedule 6.03 required with respect to this Credit Agreement and the transactions contemplated hereby (other than as specified in Schedule 6.03).

(j) Financial Statements. The Administrative Agent shall have received (a) audited consolidated financial statements of the Company and its subsidiaries for the two fiscal years ended December 31, 2012, and (b) unaudited consolidated financial statements of the Company and its subsidiaries (subject to year-end and audit adjustments) for any interim quarterly periods that have ended since the most recent of such audited financial statements and at least 45 days prior to the Closing Date.

(k) Solvency Certificate. A Solvency Certificate attesting to the Solvency of the Company and its Subsidiaries, taken as a whole, after giving effect to the incurrence of indebtedness related thereto, from the chief financial officer of the Company.

(l) Chello Acquisition Agreement. The Lenders shall have received a certified copy of the Chello Acquisition Agreement with all annexes, exhibits and schedules thereto.

(m) Original Credit Agreement. The Lenders shall have received satisfactory evidence that all commitments under the Original Credit Agreement concurrently with the Closing Date are being terminated.

(n) [Reserved].

(o) No Materially Adverse Effect. There shall not have occurred since December 31, 2012 any Materially Adverse Effect.

(p) Request for Credit Extension. The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 5.01, each Lender that has signed this Credit Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 5.02 Conditions to all Credit Extensions. The obligation of the L/C Issuer and each Lender to make each Credit Extension hereunder (which shall not include any conversion or continuation of any outstanding Loan or any Credit Extension the proceeds of which are to reimburse (i) the Swingline Lender for Swingline Loans or (ii) the L/C Issuer for amounts drawn under a Letter of Credit) is subject to the additional conditions precedent that:

(a) no Default or Event of Default shall have occurred and be continuing or would result from such proposed Credit Extension or from the application of proceeds thereof;

(b) the representations and warranties of the Borrower and each other Loan Party in Article VI hereof or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct, in all material respects, on and as of the date of the making of, and after giving effect to, such Credit Extension with the same force and effect as if made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct, in all material respects, as of such earlier date, and except that for purposes of this Section 5.02, the representations and warranties contained in Section 6.04(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Section 7.01(b) and (a), respectively;

(c) to the extent requested by the Administrative Agent or any Lender, a senior executive of the Company shall have certified compliance with clauses (a) and (b) above to the Administrative Agent; and

(d) the Administrative Agent and, if applicable, the L/C Issuer shall have received a Request for Credit Extension in accordance with the requirements hereof.

The Borrower shall be deemed to have made a representation and warranty hereunder as of the time of each Credit Extension hereunder that the conditions specified in such clauses have been fulfilled as of such time.

Section 5.03 Conditions to Subsequent Term A Borrowing. The obligation of each Lender to the Credit Extension constituting the Subsequent Term A Borrowing shall be subject to the following additional conditions precedent:

(a) the Chello Acquisition shall have been consummated, or shall be consummated substantially concurrently with the Subsequent Term A Borrowing, in accordance with the terms of the Chello Acquisition Agreement (which shall not have been amended, waived or otherwise modified in any material respect by the Company in a manner materially adverse to the Lenders without the consent of the Lead Arranger (such consent not to be unreasonably withheld, conditioned or delayed);

(b) satisfaction of the conditions set forth in Section 5.02;

(c) a Solvency Certificate attesting to the Solvency of the Company and its Subsidiaries, taken as a whole, after giving effect to the Transaction and the incurrence of indebtedness related thereto, from the chief financial officer of the Company;

(d) the Lead Arranger shall have received Management Accounts (as defined in the Chello Acquisition Agreement) or other financial information of the Chello Company delivered under the Chello Acquisition Agreement for the trailing twelve-month period ending on the last day of the Chello Company's most recent fiscal quarter ended prior to October 27, 2013 and for the trailing twelve-month period ending on the last day of any subsequent fiscal quarter thereafter ended at least 45 days prior to the closing date of the Chello Acquisition;

(e) all fees and expenses required to be paid to the Lenders and the Lead Arranger on or prior to the date of the Subsequent Term A Borrowing shall have been paid;

(f) ~~AMC Acquisition Company LLC~~ AMCNI shall have executed and delivered a supplement to the Pledge Agreement; and

(g) the receipt by the Administrative Agent from the Company of a notice which notice shall designate most of the New Subsidiaries being acquired in the Chello Acquisition initially as Restricted Subsidiaries under this Credit Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows:

Section 6.01 Existence, Qualification and Power. Each Loan Party and each of their Restricted Subsidiaries is a limited or general partnership, limited liability company or corporation duly organized, validly existing and in good standing (to the extent applicable under the laws of the jurisdiction that such entity is formed under) under the Laws of its jurisdiction of organization and is duly qualified to transact business and is in good standing in all jurisdictions in

which such qualification is necessary in view of the properties and assets owned and presently intended to be owned and the business transacted and presently intended to be transacted by it except for qualifications the lack of which, singly or in the aggregate, have not had and are not likely to have a Materially Adverse Effect, and each Loan Party and each of their Restricted Subsidiaries has full power, authority and legal right to perform its obligations under this Credit Agreement, the Notes and the other Loan Documents to which it is a party.

Section 6.02 Subsidiaries; Affiliates; Loan Parties. Schedules 1.01(i) and 1.01(ii) contain a complete and correct list, as of the Closing Date, of all Restricted Subsidiaries and Unrestricted Subsidiaries of the Company, respectively, and a description of the legal nature of such Subsidiaries (including, with respect to each Restricted Subsidiary, the jurisdiction of its incorporation or organization, the address of its principal place of business and its U.S. taxpayer identification number), the nature of the ownership interests (shares of stock or general or limited partnership or other interests) in such Subsidiaries and the holders of such interests and, except as disclosed to the Lenders in writing prior to the Closing Date, the Company and each of its Subsidiaries owns all of the ownership interests of its Subsidiaries indicated in such schedules as being owned by the Company or such Subsidiary, as the case may be, free and clear of all Liens except those created under the Collateral Documents, and all such ownership interests are validly issued and, in the case of shares of stock, fully paid and non-assessable. Schedule 6.02 contains a complete and correct list, as of the Closing Date, of all Controlled Affiliates of the Company that are not Subsidiaries of the Company, the nature of the respective ownership interests in each such Affiliate, and the holder of each such interest.

Section 6.03 Authority; No Conflict. The execution, delivery and performance by each of the Loan Parties of each Loan Document to which it is a party, and each Credit Extension hereunder, have been duly authorized by all necessary corporate or other organizational action and do not and will not: (a) subject to the consummation of the action described in Section 6.12 hereof, violate any Law currently in effect (other than violations that, singly or in the aggregate, have not had and are not likely to have a Materially Adverse Effect), or any provision of any of the Company's or the Restricted Subsidiaries' respective organizational documents presently in effect; (b) conflict with or result in the breach of, or constitute a default or require any consent (except for the consents described on Schedule 6.03, each of which has been duly obtained) under, or require any payment to be made under (i) any Contractual Obligation to which the Company or any of the Restricted Subsidiaries is a party or their respective properties may be bound or affected or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Company or any of the Restricted Subsidiaries or their respective properties are subject (in each case, other than any conflict, breach, default or required consent that, singly or in the aggregate, have not had and are not likely to have a Materially Adverse Effect); or (c) except as provided under any Loan Document, result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties or assets now owned or hereafter acquired by the Company or any of the Restricted Subsidiaries.

Section 6.04 Financial Condition. The Company has furnished to each Lender:

(a) The consolidated balance sheet of the Company and its consolidated Subsidiaries as of December 31, 2012, and the related consolidated statements of operations and members' capital or deficiency for the fiscal year ended on said date, said financial statements having been certified by a Registered Public Accounting Firm of nationally recognized standing reasonably acceptable to the Required Lenders; and

(b) The unaudited consolidated balance sheets of the Company and its consolidated Subsidiaries as of September 30, 2013, and the related consolidated statements of operations for the Quarter then ended.

All financial statements referred to above (i) are complete and correct in all material respects (subject, in the case of the unaudited financial statements referred to above, to year-end and audit adjustments), (ii) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (iii) fairly present the financial condition of the respective entity or groups of entities which is or are the subject of such financial statements (as stated above), on a consolidated basis, as of the respective dates of the balance sheets included in such financial statements and the results of operations of such entity or groups of entities for the respective periods ended on said dates.

None of the Company and its Restricted Subsidiaries had on any of said dates any material contingent liabilities, liabilities for Taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments or operations which are substantial in amount, except as referred to or reflected or provided for in said financial statements of the Company and its consolidated Subsidiaries as of said respective dates or as disclosed to the Lenders in writing prior to the Closing Date. Except as disclosed to the Lenders in writing prior to the Closing Date, since December 31, 2012, there has been no material adverse change in the financial condition (from that shown by the respective balance sheet as of December 31, 2012 included in said financial statements) or the businesses or operations of the Company and the Restricted Subsidiaries taken as a whole on a pro forma combined basis (after giving effect to the Indebtedness contemplated to be incurred on the Closing Date and the use of proceeds thereof).

Section 6.05 Litigation, Compliance with Laws. Except as disclosed to the Lenders on Schedule 6.05, there are no actions, suits, proceedings, claims or disputes pending, or to the knowledge of any Loan Party threatened, against any Loan Party or any Restricted Subsidiary or any of their respective properties or assets, before any court or arbitrator or by or before any Governmental Authority that, singly or in the aggregate, could reasonably be expected to have a Materially Adverse Effect. None of the Loan Parties or any Restricted Subsidiary is in default under or in violation of or with respect to any Laws or any writ, injunction or decree of any court, arbitrator or Governmental Authority, except for (a) defaults or violations that have been cured or remedied on or prior to the date of this Credit Agreement and (b) defaults or violations which, if continued unremedied, would not be reasonably expected to have a Materially Adverse Effect.

Section 6.06 Titles and Liens. Except as set forth on Schedule 7.17, each of the Loan Parties and the Restricted Subsidiaries has good title to its properties and assets, free and clear of all Liens, except those permitted by Section 7.17. To the knowledge of the Loan Parties, each of the Loan Parties and their Restricted Subsidiaries owns, or has the right to use, all Intellectual

Property necessary for each of them to conduct its business substantially in the same manner as currently conducted, except to the extent that the failure to own or have such right would not be reasonably expected to have a Materially Adverse Effect. Schedule 6.06 sets forth a complete and accurate list in all material respects as of the Closing Date of the locations of all Material Real Property owned by the Company or any of the Restricted Subsidiaries showing the street address or other relevant information and state.

Section 6.07 Regulation U; Investment Company Act. (a) None of the proceeds of any of the Credit Extensions shall be used to purchase or carry, or to reduce or retire or refinance any credit incurred to purchase or carry, any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock. If requested by the Administrative Agent or any Lender, the Company will furnish to the Administrative Agent or such Lender statements in conformity with the requirements of Regulation U.

(b) None of the Company, any Person Controlling the Company, or any Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

Section 6.08 Taxes. Each of the Loan Parties and the Restricted Subsidiaries has filed all Federal, state and other material tax returns that are required to be filed under any law applicable thereto except such returns as to which the failure to file, singly or in the aggregate, has not had and will not have a Materially Adverse Effect, and has paid, or made provision for the payment of, all Taxes shown to be due pursuant to said returns or pursuant to any assessment received by any of the Loan Parties or any of the Restricted Subsidiaries, except such Taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided or as to which the failure to pay, singly or in the aggregate, has not had and is not likely to have a Materially Adverse Effect.

Section 6.09 Senior Debt. The Obligations constitute “Senior Debt” (or the equivalent term) as such term is defined in each Subordinated Debt Document to which the Company or any of its Restricted Subsidiaries is a party and that contains such a definition or any similar definition.

Section 6.10 Full Disclosure. None of the financial statements referred to in Section 6.04, certificates or any other written statements delivered by or on behalf of any Loan Party to the Administrative Agent or any Lender contains, as of the Closing Date, any untrue statement of a material fact nor do such financial statements, certificates and such other written statements, taken as a whole, omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

Section 6.11 No Default. None of the Loan Parties or their Restricted Subsidiaries is in default in the payment or performance or observance of any material Contractual Obligation, which default, either alone or in conjunction with all other such defaults, has had or is likely to have a Materially Adverse Effect.

Section 6.12 Governmental and Third Party Approvals. Except as set forth on Schedule 6.03, no approval or consent of, or filing or registration with, any (x) Governmental Authority or (y) any other third party, in the case of this clause (y) pursuant to any Contractual Obligation that is material to the business of the Company or any of its Restricted Subsidiaries, is required in connection with (a) the execution, delivery and performance by, or enforcement against, any of the Loan Parties of any Loan Document to which it is a party, (b) the grant by any of the Loan Parties of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents. All approvals, consents, filings, registrations or other actions described in Schedule 6.03 have been duly obtained, taken, given or made and are in full force and effect (other than as set forth in Schedule 6.03).

Section 6.13 Binding Agreements. This Credit Agreement constitutes, and each other Loan Document when executed and delivered will constitute, the legal, valid and binding obligations of each of the Loan Parties that is a party thereto, enforceable in accordance with their respective terms (except for limitations on enforceability under bankruptcy, reorganization, insolvency and other similar laws affecting creditors' rights generally and limitations on the availability of the remedy of specific performance imposed by the application of general equitable principles).

Section 6.14 Anti-Corruption Laws and Sanctions. The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Company, its Subsidiaries, and to the knowledge of the Company, their respective officers and employees its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Company, any Subsidiary or to the knowledge of the Company or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by the Credit Agreement will result in a violation by the Loan Parties of Anti-Corruption Laws or applicable Sanctions.

Section 6.15 Investments. Schedule 6.15 contains a complete and correct list, as of the Closing Date, of all Investments of the Company and the Restricted Subsidiaries (other than any Investments in other Restricted Subsidiaries) in excess of \$5,000,000, showing the respective amounts of each such Investment and the respective entity (or group thereof) in which each such Investment has been made.

Section 6.16 ERISA Compliance. Except that would not reasonably be expected to have a Materially Adverse Effect, (i) neither the Company nor any ERISA Affiliate has, as a result of maintaining or terminating a Plan or withdrawing from a Multiemployer Plan, (A) incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan, (B)

incurred, or reasonably expects to incur, any liability under Section 4201 or 4203 of ERISA with respect to a Multiemployer Plan, or (C) engaged in a transaction during the past five years that could be subject to Section 4069 or 4212(c) of ERISA; (ii) no Termination Event has occurred or is reasonably expected to occur with respect to any Plan; (iii) neither the Company nor any ERISA Affiliate has been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization (within the meaning of Section 4241 of ERISA), insolvent (within the meaning of Section 4245 of ERISA) or has been determined to be in “endangered” or “critical” status within the meaning of Section 432 of the Code or Section 305 of ERISA, and no such Multiemployer Plan is reasonably expected to be in reorganization, insolvent or in “endangered” or “critical” status.

Section 6.17 Solvency. As of the Closing Date, the Loan Parties and their Restricted Subsidiaries, taken as a whole, after giving effect to the transactions contemplated hereby and by the other Loan Documents, are Solvent.

Section 6.18 Casualty, Etc. Except as would not individually or in the aggregate, reasonably be expected to have a Materially Adverse Effect, since December 31, 2012, neither the businesses nor the properties of any Loan Party or any Restricted Subsidiary is or has been affected by any fire, explosion, accident or other casualty (whether or not covered by insurance).

Section 6.19 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable first priority Lien (subject to Liens permitted by Section 7.17) on all right, title and interest of the Borrower and the Guarantors in the Collateral described therein. Except for filings completed prior to the Closing Date or as otherwise contemplated hereby or by the Collateral Documents, no filing or other action will be necessary to perfect such Liens.

Section 6.20 Environmental Compliance. Except as set forth on Schedule 6.20 and with such exceptions as, individually or in the aggregate, would not reasonably be expected to have a Materially Adverse Effect:

(i) (A) the business of the Loan Parties and their Restricted Subsidiaries is in compliance with all applicable Environmental Laws; and (B) all real property owned by the Loan Parties and their Restricted Subsidiaries is in compliance with all applicable Environmental Laws;

(ii) (A) to the knowledge of the Loan Parties, there are no underground storage tanks on any of the real property owned by the Loan Parties or any of their Restricted Subsidiaries, and (B) to the knowledge of the Loan Parties, no Hazardous Materials have been spilled or released in, on or under any of the real property owned by the Loan Parties or any of their Restricted Subsidiaries in an amount that would trigger a reporting or remediation obligation under current Environmental Laws;

(iii) none of the Loan Parties or their Restricted Subsidiaries have received any written notice, order, directive, claim or demand from any Governmental Authority with respect to any actual or potential liability under Environmental Laws on the part of any Loan

Party or Restricted Subsidiary in connection with the business of the Loan Parties and their Restricted Subsidiaries that remains outstanding;

(iv) to the knowledge of the Loan Parties, none of the Loan Parties, their Restricted Subsidiaries nor any of their respective predecessors is currently in any negotiations with any person that would require, and agreements or undertakings with any Person that require, the cleanup of Hazardous Materials on the real property or any third party site by the Loan Parties and their Restricted Subsidiaries;

(v) no Hazardous Materials generated by the Loan Parties or their Restricted Subsidiaries in connection with the business of the Loan Parties or their Restricted Subsidiaries are the subject of a written claim or demand from any third party;

(vi) no actions or proceedings are pending or, to the knowledge of the Company, threatened, to revoke, modify or terminate any permit issued to the Loan Parties or their Restricted Subsidiaries under Environmental Laws; and

(vii) with respect to the business of the Loan Parties and their Restricted Subsidiaries, neither the Borrower nor the Loan Parties nor their Restricted Subsidiaries are the subject of any outstanding written notice, order or claim with any Governmental Authority or other Person relating to the business of the Loan Parties and their Restricted Subsidiaries regarding Environmental Laws.

Section 6.21 Other Debt, Schedule 7.15 (Existing Indebtedness), Schedule 7.16 (Existing Guarantees) and Schedule 7.17 (Existing Liens) contain complete and correct lists, as of the Closing Date, of all credit agreements, indentures, purchase agreements, obligations in respect of letters of credit, guarantees and other instruments (including Capital Lease Obligations) in effect on the Closing Date providing for, evidencing, securing or otherwise relating to any Indebtedness of the Loan Parties or their Restricted Subsidiaries in a principal or face amount equal to \$5,000,000 or more and such lists correctly set forth the names of the debtor or lessee and creditor or lessor with respect to the Indebtedness outstanding or to be outstanding thereunder, the rate of interest or rentals, a description of any security given or to be given therefor, and the maturity or maturities or expiration date or dates thereof.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

From the Closing Date and so long as the Commitments of the Lenders shall be in effect and until the payment in full of all Obligations hereunder, the expiration or termination of all Letters of Credit and the performance of all other Obligations of the Loan Parties under the Loan Documents, each of the Loan Parties agrees that, unless (x) in the case of a Financial Covenant, the Required Revolving/Term A Lenders and (y) in the case of any other covenant, the Required Lenders, shall otherwise consent in writing:

A. Informational Covenants:

Section 7.01 Financial Statements and Other Information. The Company will deliver to the Administrative Agent and each Lender:

(a) As soon as available and in any event within 60 days after the end of each of the first three Quarters of each fiscal year of the Company: (A) consolidated statements of operations of the Company and its consolidated Subsidiaries, taken together, and, for any Restricted Group Reporting Period (Statement of Operations and Balance Sheet), of the Company and the Restricted Subsidiaries, taken together, for such Quarter and for the period from the beginning of such fiscal year to the end of such Quarter ~~and~~, (B) the related consolidated balance sheets ~~and~~ of the Company and its consolidated Subsidiaries, taken together, and, for any Restricted Group Reporting Period (Statement of Operations and Balance Sheet), of the Company and the Restricted Subsidiaries, taken together, as of the end of such Quarter, and (C) the related consolidated cash flow statements of the Company and its consolidated Subsidiaries, taken together, and, for any Restricted Group Reporting Period (Cash Flow Statement), of the Company and the Restricted Subsidiaries, taken together, as of the end of such Quarter, ~~(which financial statements (other than statements of cash flows) shall set forth in comparative form the corresponding figures as of the end of and for the corresponding Quarter in the preceding fiscal year),~~ provided that, for any Restricted Group Reporting Period, such comparative figures must be provided only if such corresponding Quarter was also a Restricted Group Reporting Period. The financial statements required to be delivered pursuant to this Section 7.01(a) shall all be in reasonable detail and accompanied by a certificate in the form of Exhibit D-1 of a senior financial executive of the Company certifying such financial statements as fairly presenting the financial condition and results of operations of the respective entities covered thereby in accordance with GAAP, excluding accompanying footnotes to the consolidated financial statements and subject, however, to year-end and audit adjustments, which certificate shall include a statement that the senior financial executive signing the same has no knowledge, except as specifically stated, that any Default has occurred and is continuing.

(b) As soon as available and in any event within 120 days after the end of each fiscal year of the Company: (A) consolidated statements of operations of the Company and its consolidated Subsidiaries, taken together, and, for any Restricted Group Reporting Period (Statement of Operations and Balance Sheet), of the Company and the Restricted

Subsidiaries, taken together, for such fiscal year, ~~and~~ (B) the related consolidated balance sheets ~~and of the Company and its consolidated Subsidiaries, taken together, and, for any Restricted Group Reporting Period (Statement of Operations and Balance Sheet), of the Company and the Restricted Subsidiaries, taken together, as of the end of such fiscal year, and (C) the related consolidated~~ cash flow statements of the Company and its consolidated Subsidiaries, taken together, and, for any Restricted Group Reporting Period (Cash Flow Statement), of the Company and the Restricted Subsidiaries, taken together, as of the end of such fiscal year, ~~(which financial statements (other than ~~cash-flow~~ statements of cash flows), beginning with the financial statements for the year ended December 31, 2012, shall set forth in comparative form the corresponding figures as of the end of and for the preceding fiscal year);~~, provided that, for any Restricted Group Reporting Period, such comparative figures must be provided only if the preceding fiscal year was also a Restricted Group Reporting Period. The financial statements required to be delivered pursuant to this Section 7.01(b) shall all be in reasonable detail and prepared in accordance with GAAP and accompanied by (x) an opinion of a Registered Public Accounting Firm of nationally recognized standing selected by the Company and reasonably acceptable to the Required Lenders as to said consolidated financial statements of the Company and its consolidated Subsidiaries and a certificate of such accountants stating that, in making the examination necessary for said opinion, they obtained no knowledge, except as specifically stated, of any failure by the Company or any Restricted Subsidiaries to perform or observe any of its covenants relating to financial matters in this Credit Agreement, and (y) a certificate in the form of Exhibit D-2 of a senior financial executive of the Company stating that such financial statements are correct and complete and fairly present the financial condition and results of operations of the respective entities covered thereby as of the end of and for such fiscal year and that the executive signing the same has no knowledge, except as specifically stated, that any Default has occurred and is continuing.

(c) Promptly after their becoming available, to the extent not provided pursuant to Section 7.01(a) or 7.01(b), copies of all financial statements and reports which the Company or any Restricted Subsidiary shall have sent to the holders of the Senior Notes, any Permitted Debt and any Indebtedness specified in Schedule 7.15, to the extent such statements and reports contain information relating to the designation of the Company's Subsidiaries as "restricted subsidiaries" under the Debt Instruments governing any such Indebtedness, and to the calculation of financial ratios thereunder and copies of all regular and periodic reports, if any, which the Company or any Restricted Subsidiary shall have filed with the SEC or with any national securities exchange.

(d) Concurrently with the delivery of the financial statements referred to in Section 7.01(a) and (b), a Compliance Certificate, duly completed signed by the chief executive officer, chief financial officer, treasurer or controller of the Company, provided that for any Restricted Group Reporting Period (Capital Expenditures), the Company shall include in such Compliance Certificate the capital expenditures of the Company and the Restricted Subsidiaries, taken together, as of the end of such period.

(e) As soon as possible and in any event within ten days after any senior executive of the Company or any Restricted Subsidiary or of any general partner of any Restricted

Subsidiary shall have obtained knowledge of the occurrence of a Default, a statement describing such Default and the action which is proposed to be taken with respect thereto.

(f) From time to time, with reasonable promptness, such further information regarding the business, affairs and financial condition of the Loan Parties and their Restricted Subsidiaries as the Administrative Agent or any Lender, through the Administrative Agent, may reasonably request.

(g) Concurrently with the delivery of the financial statements referred to in Section 7.01(a) and (b), a list of any new, or redesignation with respect to, Restricted Subsidiaries and Unrestricted Subsidiaries.

(h) As soon as available, but in any event within the time period in which the Company must deliver its annual audited financials under Section 7.01(a), a report supplementing Schedule 6.06, identifying all Material Real Property acquired or disposed of by any Loan Party during such fiscal year.

Documents or information required to be delivered pursuant to this Section 7.01 (to the extent any such documents or information are included in materials otherwise filed with the SEC) shall be deemed to have been delivered on the date on which (i) the Company files quarterly reports on Form 10-Q and annual reports on Form 10-K, as applicable, with the SEC, or on the date on which the Company provides a link thereto on the Company's website on the Internet at the website address listed in Section 10.02 or (ii) such documents are posted on the Company's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) the Company shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Company to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (B) the Company shall notify the Administrative Agent (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Company shall be required to provide paper copies of the Compliance Certificates required by Section 7.01(d) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Company with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

B. Affirmative Covenants:

Section 7.02 Taxes and Claims. Each of the Loan Parties will, and will cause its Restricted Subsidiaries to, pay and discharge all material Taxes imposed upon it or upon its income or profits, or upon any properties or assets belonging to it, and all material fees or other charges for all lawful claims which, if unpaid, could be reasonably expected to become a Lien (other than Permitted Liens) upon the property of any of the Loan Parties or any of their Restricted Subsidiaries, provided that none of the Loan Parties or their Restricted Subsidiaries shall be required to pay any

such Tax, fee or other claim as to which the such Loan Party or Restricted Subsidiary has a good faith basis to believe is not due and owing and, to the extent then appropriate, the payment thereof is being contested in good faith and by proper proceedings, provided that such Loan Party or Restricted Subsidiary maintains adequate reserves in accordance with GAAP with respect thereto.

Section 7.03 Insurance. Each of the Loan Parties will, and will cause its Restricted Subsidiaries to, maintain insurance issued by financially sound and reputable insurance companies with respect to its properties and business in such amounts and against such risks as is usually carried by owners of similar businesses and properties in the same general areas in which such Loan Party or Restricted Subsidiary operates. Each of the Loan Parties will, and will cause its Restricted Subsidiaries to, require that each insurance policy on its assets and properties name the Administrative Agent, as administrative agent for the Secured Parties, as additional insured and loss payee to the extent of the Obligations. The Company will furnish (or cause to be furnished) to any Lender, upon the request of such Lender from time to time, full information as to the insurance maintained in accordance with this Section 7.03.

Section 7.04 Maintenance of Existence; Conduct of Business. Each of the Loan Parties will, and will cause its Restricted Subsidiaries to, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, and all of its rights, privileges, licenses and franchises, except (i) where a failure to do so, singly or in the aggregate, is not likely to have a Materially Adverse Effect or (ii) pursuant to a transaction expressly permitted pursuant to this Credit Agreement.

Section 7.05 Maintenance of and Access to Properties. Each of the Loan Parties will, and will cause its Restricted Subsidiaries to, preserve and protect its properties and assets necessary in its business in good working order and condition, ordinary wear and tear excepted and except where a failure to do so, singly or in the aggregate, is not likely to have a Materially Adverse Effect, and will permit representatives of the Administrative Agent (and solely during the continuance of an Event of Default, the respective Revolving Credit Lenders and Term A Lenders) to visit and inspect such properties, and to examine and make extracts from its books and records, during normal business hours.

Section 7.06 Compliance with Applicable Laws. Each of the Loan Parties will, and will cause its Restricted Subsidiaries to, comply with the requirements of all applicable Laws (including but not limited to Environmental Laws) and all orders, writs, injunctions and decrees of any Governmental Authority a breach of which is likely to have, singly or in the aggregate, a Materially Adverse Effect, except where contested in good faith and by proper proceedings if it maintains adequate reserves in accordance with GAAP with respect thereto.

Section 7.07 Litigation. Each of the Loan Parties will promptly give to the Administrative Agent notice in writing (and the Administrative Agent will notify each Lender) of all actions, suits, proceedings, claims or disputes before any courts, arbitrators or Governmental Authority against it or its Restricted Subsidiaries or, to its knowledge, otherwise affecting it or any of its respective properties or assets, except actions, suits, proceedings, claims or disputes which are not reasonably likely to, singly or in the aggregate, have a Materially Adverse Effect. Following the initial notice of each such action, suit, proceeding, claim or dispute, supplementary notices of

all material developments in respect thereof shall be given from time to time in like manner. The parties hereby acknowledge that the prompt notice to the Administrative Agent and each Lender required by this [Section 7.07](#) shall be satisfied by public reporting of such actions, suits, proceedings, claims or disputes by the Company with the SEC in a filing made pursuant to Securities Laws.

(a) The Company will maintain in effect and enforce policies and procedures reasonably designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 7.08 Subsidiaries. (a) Any New Subsidiary acquired or formed by the Company shall be deemed an Unrestricted Subsidiary unless the provisions of [Section 7.18](#) would not permit the Investment in such Unrestricted Subsidiary at the time of its acquisition or formation; provided that, within 60 days after the consummation of the Chello Acquisition, subject to local law, constituent document restrictions and compliance with the Company's other debt instruments the Company shall designate as a Restricted Subsidiary each New Subsidiary acquired in the Chello Acquisition that was not designated as a Restricted Subsidiary pursuant to Section 5.03(g) other than (i) any joint venture entities or (ii) any such New Subsidiaries to the extent such designation would result in material adverse tax consequences to the Company and its Subsidiaries.

(b) The Company may designate, so long as (i) no Default exists or would result therefrom and (ii) the Company is in pro forma compliance with the Financial Covenants recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to [Section 7.01](#), any New Subsidiary, including a New Subsidiary deemed to be an Unrestricted Subsidiary pursuant to clause (a) above, as a Restricted Subsidiary by giving a notice captioned "Designation of Restricted Subsidiary" to the Administrative Agent promptly upon the acquisition or formation of such New Subsidiary, such notice to specify whether such New Subsidiary has been designated as a "restricted subsidiary" for purposes of any Debt Instruments governing any Permitted Debt or any Indebtedness specified in [Schedule 7.15](#). ~~Upon~~Within 45 days of such designation, ~~subject to the time periods set forth in Section 7.11,~~ the Company will cause such New Restricted Subsidiary to undertake all of the obligations of ~~(i) a "Restricted Subsidiary"~~ under this Credit Agreement, ~~and (ii) in.~~ In the event that the New Restricted Subsidiary is a wholly owned Domestic Subsidiary, the Company will, subject to the time periods set forth in Section 7.11, cause such New Restricted Subsidiary that is a wholly owned Domestic Subsidiary to undertake all of the obligations of (x) a "Guarantor" under this Credit Agreement, (y) a "Grantor" under the Security Agreement and Intellectual Property Security Agreement, and (z) if applicable, a "Pledgor" under the Pledge Agreement. Each such New Restricted Subsidiary shall thereafter be a "Restricted Subsidiary" and, in the event that the New Restricted Subsidiary is a wholly owned Domestic Subsidiary, a "Guarantor" for all purposes of this Credit Agreement, a "Grantor" for all purposes of the Security Agreement, and (if applicable) a "Pledgor" for all purposes of the Pledge Agreement. Notwithstanding the foregoing, the Company may cause, at its election, in order to meet the conditions applicable to an Exchange or a Permitted Acquisition hereunder, a New Restricted Subsidiary that is not a wholly owned Domestic Subsidiary to undertake all of the obligations of (I) a "Guarantor" under this Agreement, (II) a "Grantor" under the Security Agreement, and (III) if applicable, a "Pledgor" under the Pledge Agreement. Each such New Restricted Subsidiary so designated shall thereafter be a "Guarantor" for all purposes of this

Agreement, a “Grantor” for all purposes of the Security Agreement and (if applicable) a “Pledgor” for all purposes of the Pledge Agreement.

(c) (i) The Company may redesignate, so long as (i) no Default exists or would result therefrom and (ii) the Company is in pro forma compliance with the Financial Covenants recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to Section 7.01, any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary by giving a notice to the Administrative Agent captioned “Redesignation of Restricted Subsidiary” or “Redesignation of Unrestricted Subsidiary”, as the case may be. In the case of any redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary, promptly upon such redesignation, the Company will cause (by documentation reasonably satisfactory to the Required Lenders) such New Restricted Subsidiary to undertake all of the obligations of (A) a “Restricted Subsidiary” under this Credit Agreement, (B) in the event that the New Restricted Subsidiary is a wholly owned Domestic Subsidiary, (x) a “Guarantor” under this Credit Agreement, (y) a “Grantor” under the Security Agreement and Intellectual Property Security Agreement, and (z) if applicable, a “Pledgor” under the Pledge Agreement. Each such New Restricted Subsidiary shall thereafter be a “Restricted Subsidiary” and, in the event that the New Restricted Subsidiary is a Domestic Subsidiary, a “Guarantor” for all purposes of this Credit Agreement, a “Grantor” for all purposes of the Security Agreement, and (if applicable) a “Pledgor” for all purposes of the Pledge Agreement. ~~In the case of any redesignation of any Restricted Subsidiary as an Unrestricted Subsidiary in connection with a Disposition permitted by Section 7.24(vii)(b) or Section 7.24(vii)(c), promptly upon such redesignation and upon request by the Company or applicable Loan Parties, the Administrative Agent shall release such redesignated entities from all of their obligations as (i) a Guarantor under this Credit Agreement, (ii) a “Grantor” under the Security Agreement and (iii) a “Pledgor” under the Pledge Agreement.~~

(d) Notwithstanding anything to the contrary contained in this Section 7.08, in no event shall (i) any Significant Company be redesignated as an Unrestricted Subsidiary, or (ii) any New Subsidiary be designated, or any Unrestricted Subsidiary be redesignated, as a Restricted Subsidiary if not owned directly by the Borrower or another Restricted Subsidiary.

Section 7.09 Books and Records. (a) Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and material matters involving the assets and business of the Loan Parties or the Restricted Subsidiaries, as the case may be; and (b) except to the extent failure to do so would not reasonably be expected to have a Materially Adverse Effect, maintain such books of record and account in conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Loan Parties or the Restricted Subsidiaries, as the case may be.

Section 7.10 Use of Proceeds. Use the proceeds of the Credit Extensions to (i) refinance certain Indebtedness of the Company and its subsidiaries, (ii) make permitted investments, acquisitions and distributions, and (iii) fund working capital and general corporate purposes of the Borrower and its Subsidiaries not in contravention of any Law or of any Loan Document, including the payment of fees and expenses related to the Transaction, and the transactions contemplated

hereby. The proceeds of the Subsequent Term A Borrowing shall be used to finance in part the Chello Acquisition and to pay fees and expenses related thereto.

Section 7.11 Covenant to Guarantee Obligations and Give Security.

(a) Upon (x) the designation of any Subsidiary as a Restricted Subsidiary (other than a Foreign Subsidiary or a Subsidiary that is held directly or indirectly by a Foreign Subsidiary)., (y) the formation or acquisition of any New Subsidiary (other than an Unrestricted Subsidiary, a Foreign Subsidiary or a Subsidiary that is held directly or indirectly by a Foreign Subsidiary) by any Loan Party that is required to become a Guarantor, Grantor and, if applicable, Pledgor under Section 7.08, or (yz) the acquisition of any property by any Loan Party if such property, in the reasonable judgment of the Administrative Agent, shall not already be subject to a perfected first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties, then the Company shall, at the Company's expense:

(i) within 30 days (or such longer period as the Administrative Agent may agree in its reasonable discretion) ~~after such formation or acquisition;~~ thereafter cause such Subsidiary (if it has not already done so); to duly execute and deliver to the Administrative Agent a Guaranty Supplement;

(ii) within 30 days (or such longer period as the Administrative Agent may agree in its reasonable discretion) ~~after such formation or acquisition;~~ thereafter, furnish to the Administrative Agent a description of the real and personal property of such Subsidiary or such newly-acquired property, in detail reasonably satisfactory to the Administrative Agent;

(iii) within 45 days thereafter (or such longer period as the Administrative Agent may agree in its reasonable discretion) ~~after such formation or acquisition;~~ cause such Subsidiary or Loan Party, as the case may be (if it has not already done so), to duly execute and deliver to the Administrative Agent supplemental Collateral Documents, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (or in substantially the form attached to the Security Agreement, if applicable) (including delivery of all certificates representing Pledged Equity Interests in and of such Subsidiary, and other instruments of the type specified in Section 5.01(a)(iii));

(iv) within 60 days (or such longer period as the Administrative Agent may agree in its reasonable discretion) ~~after such formation or acquisition;~~ thereafter, cause such Subsidiary or Loan Party (if it has not already done so) to take any actions required under the Security Agreement (including the recording of mortgages with respect to any Material Real Property so acquired, the filing of UCC financing statements, the giving of notices and the endorsement of notices on title documents) as may be reasonably requested by the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the properties subject to the supplemental Collateral Documents delivered pursuant to this Section 7.11; provided that, for the avoidance of doubt, such pledge shall be limited to (i) in the case of Equity Interests of a Foreign Subsidiary, no more than the Defined Percentage of any class

of Equity Interest of a Foreign Subsidiary directly owned by a Domestic Subsidiary, and (ii) in the case of any Indebtedness owed by a Foreign Subsidiary to a Loan Party, no more than the Defined Percentage of each such Indebtedness of a Foreign Subsidiary directly owned by a Domestic Subsidiary; and

(v) within 60 days ~~after such formation or acquisition~~ hereafter, in the case of any Material Real Property, deliver, (i) upon the request of the Administrative Agent in its reasonable discretion, to the Administrative Agent with respect to each parcel of Material Real Property owned by each Loan Party or newly acquired or newly formed Subsidiary, the Mortgages, title reports and surveys, each in scope, form and substance reasonably satisfactory to the Administrative Agent, (ii) to the extent received by the Company, to the Administrative Agent with respect to each parcel of Material Real Property owned by each Loan Party or newly acquired or newly formed Subsidiary, engineering, soils and other reports, and environmental assessment reports and (iii) to the Administrative Agent, all other items set forth on Schedule 7.16, each in scope, form and substance reasonably satisfactory to the Administrative Agent.

(b) Notwithstanding anything to the contrary in any Loan Document,

(i) no Loan Party shall be required to pledge any Equity Interest under any Loan Document other than (x) the Equity ~~Interests~~Interest of a Domestic Subsidiary, not including any Excluded Domestic Subsidiary, and (y) no more than the Defined Percentage of any class of Equity Interest of (i) ~~AMC Acquisition Company LLC (or its successor)~~, (ii) ~~any~~ any Excluded Domestic Subsidiary, (ii) any Foreign Subsidiary directly held by a Domestic Subsidiary, including an Excluded Domestic Subsidiary, and (iii) any ~~Subsidiary directly owned by AMC Acquisition Company LLC (or its successor)~~, or (iv) ~~any~~ Foreign Subsidiary directly ~~owned by a Domestic Subsidiary~~; held by a Sundance International Guarantor.

(ii) the Secured Parties shall have recourse against, and shall be entitled to recover from, ~~AMC Acquisition Company LLC (or its successor)~~ or any Excluded Domestic Subsidiary and each of the Sundance International Guarantors pursuant to its Guaranty only to the extent of (x) the Defined Percentage of each class of Equity Interests in each of its directly-owned Foreign Subsidiaries and the Defined Percentage of each Indebtedness owed by its directly-owned Foreign Subsidiaries to it, or the proceeds from the disposal of the Defined Percentage of such class of Equity Interests or of the Defined Percentage of such Indebtedness, and (y) its assets other than Equity Interests and Indebtedness of Foreign Subsidiaries (or proceeds from the disposal thereof); ~~and~~ provided that (a) the Secured Parties shall at all times have recourse against the Defined Percentage of the amounts outstanding under the Permitted Global Reorganization Note and (b) the Secured Parties shall have recourse to 100% of the assets of each Sundance International Guarantor excluding any Equity Interest in or held by a Sundance International Guarantor that exceeds the Defined Percentage thereof; and

(iii) no Foreign Subsidiary (other than the Sundance International Guarantors) shall be a Guarantor.

(c) Promptly upon request by the Company or applicable Loan Parties in connection with the transfer (whether in one transaction or in a series of transactions) of (a) all of the Company's ownership interests in RMH GE and its subsidiaries to AMCNI or (b) the Company's ownership interests in the Chello Company Holding Companies directly held by AMCNI to AMC Global and RMH GE and/or their respective Subsidiaries, as part of the Permitted Global Reorganization, the Administrative Agent shall release:

(i) each such entity to be transferred from all then-existing (A) pledges of any Equity Interest of such entity and (B) Liens on any property owned by such entity, granted to or held by the Administrative Agent under any Loan Document; and

(ii) Sundance Channel Europe LLC from its obligations as (A) a Guarantor under this Credit Agreement, (B) a "Grantor" under the Security Agreement and (C) a "Pledgor" under the Pledge Agreement.

(d) Within 15 Business Days (or such longer period as the Administrative Agent may agree in its reasonable discretion) of the Administrative Agent granting all of the releases provided for in Section 7.11(c), the Company shall, at the Company's expense:

(i) cause the Defined Percentage of each class of Equity Interests of any Foreign Subsidiary held by AMCNI and each of the Sundance International Guarantors to be pledged in favor of the Collateral Agent pursuant to the Pledge Agreement (and, notwithstanding any other provision of this Agreement, in no event shall the Secured Parties be entitled, pursuant to or as a result of any exercise of rights under the Loan Documents, to a recovery of or recourse against more than the Defined Percentage of each class of Equity Interests of a Foreign Subsidiary held by any Excluded Domestic Subsidiary or Sundance International Guarantor (or of the proceeds from the disposal thereof) or more than the Defined Percentage of any Indebtedness held by any Excluded Domestic Subsidiary or Sundance International Guarantor (or of the proceeds from the disposal thereof));

(ii) cause AMCNI, and each of the Sundance International Guarantors to duly execute and deliver to the Administrative Agent supplemental Collateral Documents, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (or in substantially the form attached to the Security Agreement, if applicable) (including delivery of all certificates representing Pledged Equity Interests of such Subsidiary, and other instruments of the type specified in Section 5.01(a)(iii)); and

(iii) ~~no Foreign Subsidiary shall be a Guarantor.~~ cause the \$400,000,000 of loans made by RMH GE (or its predecessors or successors) to AMC Global to be evidenced by one or more promissory notes equal to 100% of the loans' aggregate principal amount (collectively, the "Permitted Global Reorganization Note") issued by AMC Global to RMH GE (or its predecessors or successors), and cause RMH GE (or its predecessors or successors) to deliver to the Administrative Agent a pledge of the Defined Percentage of the Permitted

Global Reorganization Note, together with an undated note power executed in blank and any necessary endorsement.

(e) (e) Notwithstanding anything to the contrary in any Loan Document, on or prior to the date on which any Mortgage is delivered pursuant to this Section 7.11, (i) evidence as to whether the Material Real Property to be encumbered by such Mortgage includes any building located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards (such a Material Real Property, a “Flood Hazard Property”) pursuant to a standard flood hazard determination form ordered and received by the Administrative Agent, and (ii) if such Material Real Property is a Flood Hazard Property, (A) evidence as to whether the community in which such Material Real Property is located is participating in the National Flood Insurance Program, (B) the Borrower’s written acknowledgment of receipt of written notification from the Administrative Agent as to the fact that such Material Real Property is a Flood Hazard Property and as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (C) if the community is participating in the National Flood Insurance Program, a declaration page confirming that flood insurance has been issued thereunder, or such other evidence of flood insurance satisfactory to the Administrative Agent and naming the Collateral Agent as an additional insured and sole loss payee/mortgagee on behalf of the Secured Parties.

Section 7.12 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, each Loan Party shall (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party’s or any of its Subsidiaries’ properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of its Subsidiaries is or is to be a party, and cause each of its Subsidiaries to do so.

Section 7.13 Designation as Senior Debt. The Loan Parties shall designate all Obligations as the sole “Designated Senior Indebtedness” (or an equivalent term) under, and defined in, any Subordinated Debt Documents.

Section 7.14 Maintenance of Ratings. In the case of the Company, at all times use commercially reasonable efforts to maintain public ratings issued by Moody’s and S&P with respect to itself as an entity, and with respect to the Loans made hereunder.

C. Negative Covenants:

Section 7.15 Indebtedness. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, create, incur or suffer to exist any Indebtedness except:

(i) Indebtedness hereunder;

(ii) Indebtedness in respect of the Senior Notes, any Permitted Debt and any Permitted Refinancing Indebtedness;

(iii) (i) obligations under or in respect of interest rate Swap Contracts up to an aggregate notional principal amount not to exceed at any time an amount equal to the Commitments of all the Lenders in the aggregate at such time and (ii) obligations owing under other Swap Contracts entered into in order to manage existing or anticipated exchange rate or commodity price risks and not for speculative purposes;

(iv) Guarantees and letters of credit not prohibited by Section 7.16;

(v) Indebtedness (A) of any Loan Party owed to any other Loan Party, (B) of a non-Loan Party wholly owned Restricted Subsidiary owed to another non-Loan Party wholly owned Restricted Subsidiary, (C) of a wholly owned non-Loan Party Foreign Restricted Subsidiary owed to another wholly owned non-Loan Party Foreign Restricted Subsidiary, (D) of a wholly owned Foreign Restricted Subsidiary owed to a Loan Party in an aggregate principal amount together with all amounts incurred pursuant to Section 7.18(xii)(B) not to exceed at any time outstanding \$75,000,000, (E) of a non-wholly owned Foreign Restricted Subsidiary or a foreign joint venture that is a Restricted Subsidiary owed to a wholly owned Foreign Subsidiary (together with all other Investments in and Guarantees in respect of such entities by wholly owned Foreign Subsidiaries permitted by this clause (v)(E), Section 7.16(iii)(C) and Section 7.18(xii)(D)) in an aggregate principal amount not to exceed at any time outstanding ~~\$75,000,000~~ and \$75,000,000, (F) of a wholly owned Foreign Subsidiary owed to a Loan Party in connection with the consummation of the Chello Acquisition so long as such Indebtedness is pledged as Collateral in accordance with the terms of Section 7.11 and (G) that is intercompany incurred in connection with the consummation of the Permitted Global Reorganization;

(vi) Indebtedness issued and outstanding on the Closing Date to the extent set forth on Schedule 7.15 and any Permitted Refinancing Indebtedness related thereto;

(vii) Indebtedness incurred by the Borrower or any Guarantor as consideration for, and to finance costs and expenses of, Permitted Acquisitions, so long as (i) such indebtedness is unsecured; (ii) the Company would be in compliance, on a pro forma basis after giving effect to the consummation of such acquisition and the incurrence or assumption of such indebtedness in connection therewith, with the Financial Covenants recomputed as of the last day of the most recently ended Quarter for which financial statements were delivered pursuant to Section 7.01 and calculated as if such acquisition was consummated and such indebtedness was incurred on the first day of the 12-month period

then ended (such pro forma basis to include, in the Company's discretion, a reasonable estimate of savings from such acquisition (A) that have been realized, (B) for which the steps necessary for realization have been taken, or (C) for which the steps necessary for realization are reasonably expected to be taken within 12 months of the date of such acquisition, in each case, certified by the Company), (iii) before and after giving effect thereto, no default or Event of Default shall have occurred and be continuing, and (iv) such Indebtedness has a maturity date no earlier than the date that is six months after the latest Maturity Date of the then existing Facilities and has no mandatory redemptions prior to the Maturity Date with respect to the Term A Facility (other than customary asset sale and change of control offers that are subject to prior payment and termination of the Facilities);

(viii) Capital Lease Obligations and purchase money obligations for fixed or capital assets in an aggregate amount outstanding at any one time not to exceed ~~\$75,000,000~~100,000,000;

(ix) Indebtedness in connection with issuance of one or more standby letters of credit or performance bonds securing obligations of the type set forth in clauses (i) and (ii) of the definition of "Permitted Liens";

(x) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations of the Borrower or any of the Restricted Subsidiaries contained in supply arrangements, in each case, in the ordinary course of business;

(xi) cash management obligations and Indebtedness incurred in respect of netting services, overdraft protection and similar arrangements;

(xii) Indebtedness of a Person existing at the time such Person became a Restricted Subsidiary or property was acquired from such Person to the extent such Indebtedness was not incurred in connection with or in contemplation of, such Person becoming a Restricted Subsidiary or the acquisition of such property, not to exceed in an aggregate principal amount at any time outstanding \$75,000,000 and any Permitted Refinancing Indebtedness related thereto (it being understood that any accrued but unpaid interest and the amount of all expenses and premiums incurred in connection therewith added to any principal amount shall not constitute an increment in principal for purposes of this paragraph);

(xiii) any earnout obligation that comprises a portion of the consideration for a Permitted Acquisition;

(xiv) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred by the Borrower or any Restricted Subsidiary in connection with the Transaction and any Permitted Acquisition;

(xv) Monetization Indebtedness; provided that, the Company shall provide to the Administrative Agent prompt written notice of any such Monetization

Indebtedness incurred by the Borrower or a Restricted Subsidiary together with a brief description of the terms thereof;

(xvi) Indebtedness incurred as consideration for any Permitted Acquisition and consisting solely of a deferred or contingent obligation to deliver Equity Interests in the Company;

(xvii) other Indebtedness of the Borrower or any Restricted Subsidiary, to the extent not otherwise permitted by clauses (i) through (xvi) of this Section 7.15, so long as the aggregate principal amount of all such Indebtedness outstanding at any one time pursuant to this clause (xvii) shall not exceed the sum of \$250,000,000; and

(xviii) Indebtedness incurred by Foreign Subsidiaries in an aggregate principal amount at any time outstanding not to exceed \$250,000,000.

Notwithstanding any other provision of this Section 7.15, the maximum amount of Indebtedness that may be incurred pursuant to this Section 7.15 shall not be deemed to be exceeded with respect to any outstanding Indebtedness due solely to the result of fluctuations in the exchange rates of currencies or changes in GAAP.

Section 7.16 Contingent Liabilities. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, directly or indirectly (including, without limitation, by means of causing a bank to open a letter of credit), guarantee, endorse, contingently agree to purchase or to furnish funds for the payment or maintenance of, or otherwise be or become contingently liable upon or with respect to, the Indebtedness, other obligations, net worth, working capital or earnings of any Person, or guarantee the payment of dividends or other distributions upon the stock or other ownership interests of any Person, or agree to purchase, sell or lease (as lessee or lessor) property, products, materials, supplies or services primarily for the purpose of enabling a debtor to make payment of its obligations or to assure a creditor against loss (all such transactions being herein called "Guarantees"), except:

(i) the Guarantees in Article IV;

(ii) endorsements of negotiable instruments for deposit or collection in the ordinary course of business;

(iii) Guarantees (A) by the Borrower or one or more of the Restricted Subsidiaries of Indebtedness of, and other obligations (incurred in the ordinary course of business) of, another Restricted Subsidiary, but only if such Indebtedness or obligations are permitted by this Credit Agreement, (B) by a wholly owned Restricted Subsidiary that is not a Loan Party in favor of another wholly owned Restricted Subsidiary that is not a Loan Party and (C) by a wholly owned Foreign Subsidiary in favor of a non-wholly owned Foreign Subsidiary or a foreign joint venture (together with all other Investments in and Guarantees in respect of such entities by wholly owned Foreign Subsidiaries permitted by this clause (iii)(C), Section 7.15(v)(E) and Section 7.18(xii)(D)) in an aggregate principal amount not to exceed at any time outstanding \$75,000,000;

(iv) obligations under agreements to indemnify Persons who have issued bid or performance bonds or letters of credit issued in lieu of such bonds in the ordinary course of business of the Company or any Restricted Subsidiary securing performance by such Person of activities otherwise permissible hereunder;

(v) Guarantees ~~of~~by the Borrower and the Restricted Subsidiaries issued for the purpose of securing (a) production and product related arrangements, or (b) arrangements for the compensation of talent through third-party intermediaries;

(vi) the Guarantees described on Schedule 7.16 (as such schedule may be amended by the Company from time to time), undertaken in the ordinary course of business of the Company and the Restricted Subsidiaries, including, without limitation, Guarantees issued for purposes of securing (a) programming or transponder rights, (b) Affiliation Agreements, (c) advertising representation agreements, marketing and service arrangements, (d) real estate leases, and extensions, replacements and modifications of the foregoing, provided that the aggregate amount of all such Guarantees under this Section 7.16(vi) at any time outstanding does not exceed \$75,000,000;

(vii) Capital Lease Obligations to the extent they constitute Guarantees by reason of having been assigned by the lessor to a lender to such lessor (provided that the obligors in respect of such Capital Lease Obligations do not increase their liability by reason of such assignment);

(viii) unsecured Guarantees by Loan Parties of the Borrower's obligations in respect of (a) any Permitted Debt and (b) Indebtedness issued and outstanding under the Senior Notes Indenture on June 30, 2011, and any Permitted Refinancing Indebtedness in respect thereof;

(ix) Letters of Credit;

(x) any Guarantee by the Borrower or a Restricted Subsidiary of the obligations of any Unrestricted Subsidiary or any Restricted Subsidiary that is not a Loan Party, so long as (A) recourse to the Borrower or such Restricted Subsidiary thereunder is limited solely to shares of capital stock of such Unrestricted Subsidiary, such Restricted Subsidiary that is not a Loan Party, or their Subsidiaries and to no other assets of the Borrower or the other Loan Parties and (B) neither the Borrower nor any Restricted Subsidiary agrees, in connection therewith, to any limitation on the amount of Indebtedness which may be incurred by them, to the granting of any Liens on assets of the Borrower or any of the Restricted Subsidiaries (other than shares of stock of such Unrestricted Subsidiary, such Restricted Subsidiary that is not a Loan Party, or their Subsidiaries), to any acquisition or disposition of any assets of the Borrower or the Restricted Subsidiaries (other than shares of capital stock of such Unrestricted Subsidiary, such Restricted Subsidiary that is not a Loan Party, or their Subsidiaries) or to any modification or supplement of this Credit Agreement or any agreement entered into by the Borrower or any of the Restricted Subsidiaries refinancing any substantial portion of the Indebtedness outstanding under this Credit Agreement;

(xi) any Guarantee by the Borrower or a Restricted Subsidiary of the obligations or Indebtedness of any Unrestricted Subsidiary, Restricted Subsidiary that is not a Loan Party, or joint venture; provided that the aggregate amount of all such Guarantees, when combined with the aggregate amount of Investments in Unrestricted Subsidiaries and joint ventures made pursuant to Section 7.18(xii), does not exceed \$100,000,000 at any time outstanding;

(xii) Guarantees which would constitute Investments which are not prohibited by Section 7.18;

(xiii) Obligations under contracts providing for the acquisition of or provision of goods or services (including Leases or licenses of property) incurred in the ordinary course of business for which the Borrower or any of its Restricted Subsidiaries may be jointly and severally liable with Affiliates of the Borrower as to which costs are allocated (as among the Borrower and its Affiliates) based on cost, usage or other reasonable method of allocation; provided that the undertaking of such liabilities are not intended as a guaranty or other credit support of such obligations;

(xiv) any Guarantee by the Borrower or a Restricted Subsidiary of any obligation to the extent such obligation can be entirely satisfied (at the option of the Borrower or such Restricted Subsidiary) by the delivery of Equity Interests in the Company, if the Company agrees in a notice to the Administrative Agent that such obligation shall be satisfied solely by the delivery of such Equity Interests;

(xv) Guarantees incurred in connection with a Monetization Transaction;

(xvi) Guarantees of Leases of the Borrower and its Restricted Subsidiaries entered into in the ordinary course of business;

(xvii) any Guarantee by the Borrower or any Restricted Subsidiary of Indebtedness of the Borrower or any Restricted Subsidiary which Indebtedness is permitted to be incurred under Section 7.15;

(xviii) Guarantees of obligations or Indebtedness of Foreign Subsidiaries permitted by Section 7.15(xviii); and

(xix) ~~(xviii)~~ other Guarantees, including, but not limited to, without duplication, surety bonds, by the Borrower and its Restricted Subsidiaries; provided that the aggregate amount of the obligations guaranteed does not exceed \$100,000,000 at any one time outstanding;

provided, that, other than as permitted under clauses ~~(x)-v)~~ (to the extent in the ordinary course with respect to the applicable Restricted Subsidiary that is not a Loan Party), (x), (xi), (xii), (xiii), (xvi), and (xviii) of this Section 7.16, no Loan Party shall Guarantee the obligations of any Restricted Subsidiary that is not a Loan Party.

Notwithstanding any other provision of this Section 7.16, the maximum amount of Indebtedness that may be incurred pursuant to this Section 7.16 shall not be deemed to be exceeded with respect to any outstanding Guarantees due solely to the result of fluctuations in the exchange rates of currencies or changes in GAAP.

Section 7.17 Liens. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, create or suffer to exist, any mortgage, pledge, security interest, conditional sale or other title retention agreement, lien, charge or encumbrance upon any of its assets, now owned or hereafter acquired, securing any Indebtedness or other obligation (all such security being herein called "Liens"), except:

(i) Liens on property securing Indebtedness owed to the Borrower or any Restricted Subsidiary;

(ii) Liens securing Capital Lease Obligations or other Indebtedness for the deferred acquisition price of property or services to the extent such Liens attach solely to the property acquired with or subject to such Indebtedness;

(iii) Liens securing all of the obligations of the Borrower and the Restricted Subsidiaries hereunder and under the other Loan Documents, including Liens in favor of a Hedge Bank in connection with a Secured Hedge Agreement;

(iv) Permitted Liens and Permitted Encumbrances (as defined in a Mortgage);

(v) other Liens on property or assets in effect on the Closing Date to the extent set forth on Schedule 7.17;

(vi) Liens on Equity Interests in any Unrestricted Subsidiary or joint venture of the Borrower or any Restricted Subsidiary;

(vii) Liens (i)(A) on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.18 to be applied against the purchase price for such Investment or (B) consisting of an agreement to dispose of any property in a disposition permitted under Section 7.24, in each case, solely to the extent such Investment or disposition, as the case may be, would have been permitted on the date of the creation of such Lien and (ii) on cash earnest money deposits made by the Borrower or any Restricted Subsidiary in connection with any transaction that constitutes or will constitute a Permitted Acquisition;

(viii) Liens securing Monetization Indebtedness;

(ix) Liens securing Indebtedness permitted by Section 7.15(xii); and

(x) Liens on assets of Foreign Subsidiaries securing Indebtedness permitted by Section 7.15(xviii).

In addition, neither the Borrower nor any Restricted Subsidiary will enter into or permit to exist any undertaking by it or affecting any of its properties whereby the Borrower or such Restricted Subsidiary shall agree with any Person (other than the Lenders or the Administrative Agent) not to create or suffer to exist any Liens in favor of any other Person, provided that the foregoing restriction shall not apply to any such undertaking contained in any indenture or other agreement (i) governing any Indebtedness outstanding at the date hereof and identified on Schedule 7.15 hereto, (ii) governing any Indebtedness in respect of the Senior Notes, the Permitted Debt (to the extent that such undertaking in any Permitted Debt is no more restrictive than the corresponding terms of the Senior Notes) and any renewals, extensions or refundings thereof, (iii) governing specific property to be sold pursuant to an executed agreement with respect to an asset sale permitted hereunder, or (iv) constituting a customary restriction on assignment, subletting, or other transfer contained in Leases, licenses, franchises and other similar agreements entered into in the ordinary course of business or otherwise creating a Permitted Lien (provided that any restriction referred to in clauses (iii) or (iv) is limited to the property or asset subject to such sale, Lease, license, franchise or other similar agreement or Permitted Lien, as the case may be).

Notwithstanding any other provision of this Section 7.17, the maximum amount of Liens that may be created pursuant to this Section 7.17 shall not be deemed to be exceeded with respect to any outstanding Liens due solely to the result of fluctuations in the exchange rates of currencies or changes in GAAP.

Section 7.18 Investments. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, directly or indirectly, (a) make or permit to remain outstanding any advances, loans, accounts receivable (other than (x) accounts receivable arising in the ordinary course of business of such Loan Party or Restricted Subsidiary and (y) accounts receivable owing to any Loan Party or Restricted Subsidiary from any Unrestricted Subsidiary for management or other services or other overhead or shared expenses allocated in the ordinary course of business provided by such Loan Party or Restricted Subsidiary to such Unrestricted Subsidiary) or other extensions of credit (excluding, however, accrued and unpaid interest in respect of any advance, loan or other extension of credit) or capital contributions to (by means of transfers of property to others, or payments for property or services for the account or use of others, or otherwise) any Person (other than any Loan Party), (b) purchase or own any stocks, bonds, notes, debentures or other securities (including, without limitation, any interests in any limited liability company, partnership, joint venture or any similar enterprise) of, any Person (other than a Loan Party), or (c) purchase or acquire (in one transaction or a series of transactions) assets of another Person (other than any Loan Party) that constitute a business unit or all or a substantial part of the business of, such Person (all such transactions referred to in clauses (a), (b) and (c) being herein called "Investments"), except for:

(ii) Investments in cash, Cash Equivalents and marketable securities;

(iii) Investments set forth on Schedule 6.15 and any modification, replacement, renewal or extension thereof; provided, that the amount of the Investment outstanding on the Closing Date is not increased except pursuant to the terms of such Investment or as otherwise permitted by this Section 7.18;

(iii) receivables owing to the Borrower or any of its Restricted Subsidiaries, including receivables from and advances to suppliers, if created, acquired or made in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(iv) loans and advances to officers, directors, employees, consultants and members of management (including for travel, entertainment, relocation and analogous business expenses) in an aggregate amount not to exceed \$5,000,000 at any time outstanding; provided that such loans and advances shall comply with all applicable Laws;

(v) Investments (including debt obligations) (i) received in connection with the bankruptcy and reorganization of suppliers and customers in settlement of delinquent obligations of, and (ii) received in connection with the settlement of other disputes with customers and suppliers;

(vi) to the extent that they constitute Investments, (A) Indebtedness not prohibited by Section 7.15; (B) Guarantees not prohibited by Section 7.16 other than clause (xii) thereof, (C) Liens not prohibited by Section 7.17, (D) Restricted Payments not prohibited by Section 7.19, (E) Dispositions permitted by Section 7.24(vii)(b) or 7.24(vii)(c), or (F) the consummation of the Chello Acquisition;

(vii) Permitted Acquisitions;

(viii) Investments consisting of extensions of credit or endorsements for collection or deposit in the ordinary course of business;

(ix) Investments consisting of notes, other similar instruments or non-cash consideration received in connection with any disposition not prohibited by Section 7.24;

(x) Investments to the extent financed with Equity Interests of the Company;

(xi) Investments in Swap Contracts entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(xii) Investments in (A) one or more Unrestricted Subsidiaries, Restricted Subsidiaries that are not Loan Parties or joint ventures; provided that the aggregate amount of all such Investments, when combined with the aggregate amount of Guarantees permitted pursuant to Section 7.16(xi), does not exceed \$100,000,000 at any one time outstanding, (B) Foreign Subsidiaries by Domestic Subsidiaries that are Restricted Subsidiaries in an aggregate amount not to exceed \$75,000,000 at any time outstanding; provided that no more than \$25,000,000 of such amount under this clause (xii)(B) may constitute Investments in Unrestricted Subsidiaries; (C) wholly owned Subsidiaries that are not Loan Parties by other wholly owned Subsidiaries that are not Loan Parties; (D) non-wholly owned Foreign

Subsidiaries and foreign joint ventures by wholly owned Foreign Subsidiaries (together with all other Investments and intercompany Indebtedness in respect of such entities by wholly owned Foreign Subsidiaries permitted by this clause (xii) (D), Section 7.15(v)(E) and Section 7.16(iii)(C)) in an aggregate principal amount not to exceed at any time outstanding ~~\$75,000,000~~ 75,000,000, and (E) connection with the consummation of the Permitted Global Reorganization;

(xiii) advances of payroll payments to employees in the ordinary course of business;

(xiv) Investments of the Borrower and its Restricted Subsidiaries consisting of settlements of overdue debts or accounts with customers and suppliers in bankruptcy in the ordinary course of business;

(xv) other Investments of the Borrower or any Restricted Subsidiary; provided, that (A) no Default shall have occurred and be continuing at the time such Investment is made or would result from the making of such Investment, (B) the Loan Parties shall be in compliance on a pro forma basis after giving effect to such Investment with the Financial Covenants, recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to Section 7.01 and calculated as if such Investment was consummated on the first day of the 12-month period then ended, (C) at the time of such Investment, the Cash Flow Ratio shall be less than or equal to 6.00 to 1.00 on a pro forma basis after giving effect to such Investment, and (D) during any time that the Cash Flow Ratio is greater than or equal to 4.75 to 1.00 (such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 7.01(a) or (b)), at the time of such Investment after giving effect to the making thereof, the aggregate amount of Investments made pursuant to this clause (xv)(D) and not repaid or otherwise returned, together with the aggregate amount of Restricted Payments made pursuant to clause (vi)(D) of Section 7.19, shall not exceed (i) the sum of (a) \$100 million plus (b) the net proceeds from any sale or issuance of Equity Interests by the Company to any Person (other than the Company or any of its Restricted Subsidiaries) after July 1, 2011 (with non-cash proceeds to be valued by the Company in good faith) plus (c) an amount equal to (1) Cumulative Operating Cash Flow minus (2) 1.4 multiplied by Cumulative Interest Expense;

(xvi) Permitted Affiliate Payments; and

(xvii) other investments of the Borrower or any Restricted Subsidiary, to the extent not otherwise permitted by clauses (i) through (xvi) of this Section 7.18; provided that the aggregate amount of all such Investments made pursuant to this clause does not exceed \$100,000,000 at any one time outstanding;

provided, that the Borrower or any Restricted Subsidiary may convert the form of any outstanding Investment by the Borrower or such Restricted Subsidiary in any Unrestricted Subsidiary or Restricted Subsidiary that is not a Loan Party that was permitted under this Section 7.18 when first

made by the Borrower or a Restricted Subsidiary at all times prior to any Responsible Officer having knowledge of the occurrence and continuance of a Default.

Notwithstanding any other provision of this Section 7.18, the maximum amount of Investments that may be entered into pursuant to this Section 7.18 shall not be deemed to be exceeded with respect to any outstanding Investments due solely to the result of fluctuations in the exchange rates of currencies, appreciation in the value of such Investments or changes in GAAP.

Section 7.19 Restricted Payments. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, directly or indirectly, declare or make or declare any Restricted Payment (other than any Restricted Payment payable (and paid) in Equity Interests of the Company), or incur any obligation (contingent or otherwise) to do so at any time, except for:

(i) the Borrower and the Restricted Subsidiaries may make dividends and other distributions payable solely in the same class of Equity Interests of such Person;

(ii) Permitted Affiliate Payments;

(iii) repurchases of Equity Interests in a cashless transaction deemed to occur upon exercise or vesting of restricted stock, stock options or warrants;

(iv) so long as no Event of Default shall have occurred and be continuing or would result therefrom, the Company may make Restricted Payments with the proceeds received from the issuance of its Equity Interests (other than the issuance of Equity Interests to a Loan Party or any Subsidiary thereof);

(v) to the extent constituting Restricted Payments, the Borrower and its Restricted Subsidiaries may enter into transactions permitted by Sections 7.23 and 7.24; and

(vi) other Restricted Payments of the Borrower or any Restricted Subsidiary; provided, that (A) no Default shall have occurred and be continuing at the time such Restricted Payment is made or would result from the making or declaration of such Restricted Payment, (B) the Loan Parties shall be in compliance on a pro forma basis after giving effect to such Restricted Payment with the Financial Covenants, recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to Section 7.01 and calculated as if such Restricted Payment was made on the first day of the 12-month period then ended, (C) at the time of such Restricted Payment, the Cash Flow Ratio shall be less than or equal to 6.00 to 1.00 on a pro forma basis after giving effect to such Restricted Payment, and (D) during any time that the Cash Flow Ratio is greater than or equal to 4.75 to 1.00 (such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 7.01(a) or (b)), at the time of such Restricted Payment after giving effect to the making thereof, the aggregate amount of Restricted Payments made pursuant to this clause (vi)(D), together with the aggregate amount of Investments made pursuant to clause (xv)(D) of Section 7.18 and not repaid or otherwise returned, shall not exceed (i) the sum of (a) \$100 million plus (b) the net proceeds from any sale or issuance

of Equity Interests by the Company to any Person (other than the Company or any of its Restricted Subsidiaries) after July 1, 2011 (with non-cash proceeds to be valued by the Borrower in good faith) plus (c) an amount equal to (1) Cumulative Operating Cash Flow minus (2) 1.4 multiplied by Cumulative Interest Expense.

Section 7.20 Transactions with Affiliates. Other than as set forth on Schedule 7.20, none of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, effect any transaction with any Affiliate of the Company that is not a Restricted Subsidiary, having a value, or for consideration having a value, in excess of \$20,000,000 unless the board of directors (or the person duly authorized to perform similar functions) of the Borrower or such other Restricted Subsidiary shall make a good faith determination that the terms of such transaction are, taken as a whole, no less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than would at the time be obtainable for a comparable transaction in arms-length dealing with an unrelated third party; provided, however, that this provision shall not apply to (i) overhead and other ordinary course allocations of costs and services on a reasonable basis, (ii) allocations of tax liabilities and other tax-related items among the Borrower and its Affiliates based principally upon the financial income, taxable income, credits and other amounts directly related to the respective parties, to the extent that the share of such liabilities and other items allocable to the Borrower and its Restricted Subsidiaries shall not exceed the amount that such Persons would have been responsible for as a direct taxpayer, (iii) Distribution Transaction Agreements and amendments, renewals and extensions thereof on terms not materially less favorable in the aggregate to the interests of the Lenders than those existing on the date hereof, and (iv) any Investment permitted by Section 7.18 or any Restricted Payment permitted by Section 7.19.

Section 7.21 Amendments of Certain Instruments. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, modify or supplement, or consent to any waiver of any of the provisions of, any Debt Instrument governing any Permitted Debt or any Indebtedness specified in Schedule 7.15 except to the extent, after giving effect thereto, that such Permitted Debt or other Indebtedness could be incurred on such modified or supplemented terms by such Loan Party or Restricted Subsidiary on the effective date of the modification, supplement or consent. In addition, none of the Loan Parties will, or will permit any of their Restricted Subsidiaries to, enter into any amendment, or agree to or accept any waiver, of any of the provisions of (a) the certificate of incorporation or organization, by-laws, limited liability company agreement, partnership agreement or any other governing document of any of the Loan Parties or their Restricted Subsidiaries, in each case if doing so would materially adversely affect the rights of the Loan Parties, the Restricted Subsidiaries, the Administrative Agent and the Lenders, or any of them, or (b) any other agreement between any of the Loan Parties or the Restricted Subsidiaries, on the one hand, and any of its Affiliates, on the other hand, which would have a Materially Adverse Effect.

Section 7.22 Change in Nature of Business. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, engage in any material line of business substantially different from those lines of business conducted by the Loan Parties and their Restricted Subsidiaries on the Closing Date or any business reasonably related or incidental thereto, other than reasonable extensions thereof.

Section 7.23 Fundamental Changes. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

(i) any Restricted Subsidiary may merge, dissolve, liquidate or consolidate with or into (i) the Company, provided that the Company shall be the continuing or surviving Person, (ii) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (iii) any one or more other Restricted Subsidiaries, provided that when any wholly owned Subsidiary is merging with another Subsidiary, such wholly owned Subsidiary shall be the continuing or surviving Person;

(ii) any Loan Party (other than the Company) may Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired, upon voluntary liquidation or otherwise) to the Company or to another Loan Party;

(iii) any Restricted Subsidiary that is not a Loan Party may Dispose of (whether in one transaction or in a series of transactions) all or substantially all its assets (whether now owned or hereafter acquired, upon voluntary liquidation or otherwise) to (i) another Restricted Subsidiary that is not a Loan Party or (ii) to a Loan Party;

(iv) the Company and its Subsidiaries may consummate the Transaction [and the Permitted Global Reorganization](#);

(v) any Restricted Subsidiary may merge, dissolve, liquidate or consolidate with or into another Person (subject to clause (i)) or be subject to a transaction resulting in the Disposition of (whether in one transaction or in a series of transactions) all or substantially all of its assets (so long such Disposition is not a Disposition of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole) (whether now owned or hereafter acquired, upon voluntary liquidation or otherwise) to or in favor of any Person in a transaction permitted under Section 7.24;

(vi) any Loan Party or any of its Restricted Subsidiaries may merge, dissolve, liquidate or consolidate with or into any other Person or permit any other Person to merge, dissolve, liquidate or consolidate with or into it; provided that (i) in the case of a merger, dissolution, liquidation or consolidation to which a wholly owned Subsidiary of the Company is a party, the Person surviving such merger, dissolution, liquidation or consolidation shall be a wholly owned Subsidiary of the Company, (ii) in the case of any merger, dissolution, liquidation or consolidation to which the Company or an Additional Borrower is a party, the Company or such Additional Borrower is the surviving Person, (iii) in the case of any merger, dissolution, liquidation or consolidation to which any Loan Party is a party, a Loan Party is the surviving Person, and (iv) in the case of a merger, dissolution, liquidation or consolidation to which a Restricted Subsidiary is a party, the Person surviving such merger, dissolution, liquidation or consolidation shall be a Restricted Subsidiary; and

(vii) ~~Each of (i) Sundance International and (ii) RMH GE Holdings I, Inc., a Delaware Corporation (“RMH GE”) may be Disposed of by their parent entities (whether in one transaction or in a series of transactions) to another Restricted Subsidiary, provided that, RMH GE may only be Disposed if, at the time of such disposition, RMH GE no longer owns any interests in the Sundance Domestic Channels and substantially all of its assets consist of interests in Sundance International and/or debt or equity of (or rights to acquire debt or equity of) Foreign Subsidiaries.~~ any Foreign Restricted Subsidiary with assets of less than \$5,000,000 may be dissolved or liquidated.

Section 7.24 Dispositions. None of the Loan Parties will, or will permit any of its Restricted Subsidiaries to, make any Disposition or enter into any agreement to make any Disposition, except:

(i) Dispositions of obsolete, worn out, damaged, surplus or otherwise no longer used or useful machinery, parts, equipment or other assets no longer used or useful in the conduct of the business of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(ii) Dispositions of cash, Cash Equivalents, inventory, materials and other current assets in the ordinary course of business (including the sale, transfer or other disposition of overdue or disputed accounts receivable, in connection with the compromise or collection thereof) and the conversion of cash into Cash Equivalents and Cash Equivalents into cash;

(iii) Dispositions of property subject to Events of Loss;

(iv) the sale or issuance of any Subsidiary’s Equity Interests to the Borrower or any Restricted Subsidiary; provided that any Guarantor shall only issue or sell its Equity Interests to the Borrower or another Guarantor;

(v) Dispositions by the Borrower to any Subsidiary or any Subsidiary to the Borrower or to the Borrower or another Subsidiary of the Borrower; provided that if the transferor is a Restricted Subsidiary, the transferee thereof must either be the Borrower or a Restricted Subsidiary; provided, further that if the transferor is the Borrower or a Guarantor, the transferee must be either the Borrower or a Guarantor;

(vi) Dispositions that are Investments not prohibited by Section 7.18 or Dispositions that are permitted by Section 7.24;

(vii) Dispositions of ~~(a)~~ property or assets (a) from a Loan Party to a Subsidiary that is not a Loan Party or to a joint venture of a Loan Party or ~~(b) AMC/Sundance Channel Global Networks LLC, a Delaware limited liability company and any of its subsidiaries (collectively, “Sundance International”) and any property or assets held by Sundance International to the extent such property or assets are held on the Closing Date to a Restricted Subsidiary or (c) RMH GE to a Restricted Subsidiary, in accordance with Section 7.23(vii)~~ in connection with the Permitted Global Reorganization; provided, that in the case

of sub-clause (a) of this Section 7.24(vii), as of the date of any such Disposition the aggregate fair market value of property and assets subject to such Dispositions (determined at the time of such Dispositions) pursuant to sub-clause (a) of this clause (vii) during the term of this Agreement does not exceed \$150,000,000;

(viii) Dispositions or Exchanges by the Borrower and the Restricted Subsidiaries to the extent that the Net Cash Proceeds of any such Disposition or Exchange are applied to prepay the Term Loans pursuant to (and to the extent required by) Section 2.04;

(ix) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to buy/sell arrangements between the joint venture parties set forth in joint venture arrangements or similar binding arrangements (i) in substantially the form as such arrangements are in effect on the Closing Date and (ii) to the extent that the Net Cash Proceeds of any such Disposition are applied to prepay the Term Loans pursuant to (and to the extent required by) Section 2.04(b)(ii);

(x) Dispositions of Unrestricted Subsidiaries;

(xi) Leases, subleases, licenses or sublicenses of assets or properties in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries;

(xii) Dispositions of Intellectual Property and the licensing or sublicensing of Intellectual Property rights and other transfers of Intellectual Property and copyrighted material on commercially reasonable terms;

(xiii) Dispositions of assets or properties to the extent that such assets or properties are exchanged for credit against the purchase price of similar replacement assets or properties or the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement assets or properties, in each case, in the ordinary course of business;

(xiv) termination of Swap Contracts;

(xv) the settlement of tort or other litigation claims, provided that if any such settled claim shall have a value in excess of \$25,000,000, the board of directors or similar governing body of the Company determines it to be fair and reasonable in light of the circumstances;

(xvi) Dispositions in accordance with a Distribution Transaction Agreement; and

(xvii) any Disposition that involves property or assets having a fair market value of less than \$25,000,000;

provided that (A) with respect to clause (viii) above, any such Disposition or Exchange shall be for fair market value and, with respect to any Disposition (but not any Exchange), at least 75% of the consideration received therefor by the Loan Parties or any such Restricted Subsidiary shall be in the form of cash or Cash Equivalents (including by way of any Monetization Transaction) and (B) after giving effect to any such Disposition or Exchange pursuant to clause (viii), (1) the Loan Parties shall be in compliance on a pro forma basis with the Financial Covenants, recomputed as of the last day of the most recently ended Quarter for which financial statements have been delivered pursuant to Section 7.01 and calculated as if such Disposition occurred on the first day of the 12-month period then ended and (2) no Event of Default shall exist or shall result therefrom.

Section 7.25 Anti-Corruption Laws and Sanctions. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall use its reasonable best efforts to provide that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or in any other manner that would result in the violation of any Sanctions applicable to any party hereto.

D. Financial Covenants:

Section 7.26 Operating Cash Flow to Total Interest Expense. The Company and other Loan Parties will cause, for each Quarter, the ratio of Annual Operating Cash Flow for the period ending with such Quarter to Annual Total Interest Expense for the period ending with such Quarter to be at least 2.50 to 1.00 at all times during such periods:

Section 7.27 Cash Flow Ratio. The Company and other Loan Parties will not permit the Cash Flow Ratio to exceed the following respective amounts at any time during the following respective periods:

<u>Period</u>	<u>Ratio</u>
From and including the Closing Date to and including December 31, 2015	6.50 to 1.00
On and after January 1, 2016	6.00 to 1.00.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Each of the following shall constitute an "Event of Default":

(a) Any representation or warranty in this Credit Agreement or any other Loan Document or in any certificate, statement or other document furnished to the Lenders or the Administrative Agent pursuant hereto (including, without limitation, any amendment thereto), or any certification made or deemed to have been made by any Loan Party to any Lender or the Administrative Agent hereunder, shall prove to have been incorrect, or shall be breached, in any material respect when made or deemed made; provided that any representation made pursuant to Section 5.02 in respect of the absence of any Default shall not constitute an Event of Default if (i) at the time of such representation, such Default was not known to a Responsible Officer of the Company and (ii) prior to such Default, the absence of which is the subject of such representation, becoming an Event of Default, such Default has been cured or waived in accordance with this Credit Agreement; or

(b) Default in the payment when due of any principal of any Revolving Credit Loan, Term Loan, Swingline Loan or any L/C Obligation, default in the deposit when due of funds as Cash Collateral in respect of Swingline Loans or L/C Obligations or default in the payment when due of interest on any Revolving Credit Loan, Term Loan or on any L/C Obligation, or any fee due hereunder or any other amount payable to any Revolving Credit Lender, Term Lender or the Administrative Agent hereunder, and the failure to pay such interest, fee or such other amount within two Business Days after the same becomes due; or

(c) Default by any of the Loan Parties in the performance or observance of any of its agreements in Article VII (other than Section 7.01, Section 7.02, Section 7.03, Section 7.05, Section 7.06, Section 7.07, Section 7.08, Section 7.09, Section 7.10, Section 7.11, Section 7.14, Section 7.18 and Section 7.20 but including Section 7.01(e)); or

(d) Default by any of the Loan Parties in the performance or observance of any of its other agreements herein (other than those specified in Section 8.01(c)) or in any other Loan Document, which shall remain unremedied for 30 days after notice thereof shall have been given to the Company by any Lender or the Administrative Agent (provided that such period shall be fifteen days and no such notice shall be required in the case of a default under Section 7.01(d)); or

(e) Any Indebtedness of any of the Loan Parties (including any Indebtedness hereunder) or any of the Restricted Subsidiaries in an aggregate principal amount of \$25,000,000 or more, excluding (i) any Indebtedness owing solely to the Borrower or a Restricted Subsidiary and (ii) any Indebtedness for the deferred purchase price of property or services owed to the Person providing such property or services as to which the Borrower or such Restricted Subsidiary has a good faith basis to believe is not due and owing and, to the extent then appropriate, is contesting its obligation to pay the same in good faith and by proper proceedings and for which the Borrower or such Restricted Subsidiary has established appropriate reserves (such Indebtedness under clauses (i) and (ii) above herein called "Excluded Indebtedness"), shall (i) become due before stated maturity by the acceleration of the maturity thereof by reason of default or (ii) become due by its terms and shall not be promptly paid or extended; or

(f) Any default under any indenture, credit agreement or loan agreement or other agreement or instrument under which Indebtedness of any of the Loan Parties or any of the Restricted Subsidiaries constituting indebtedness for borrowed money in an aggregate principal amount of \$25,000,000 or more is outstanding (other than Excluded Indebtedness), or by which any such Indebtedness is evidenced, shall have occurred and shall continue for a period of time sufficient to permit the holder or holders of any such Indebtedness (or a trustee or agent on its or their behalf) to accelerate the maturity thereof or to enforce any Lien provided for by any such indenture, agreement or instrument, as the case may be, unless such default shall have been permanently waived by the respective holder of such Indebtedness; or

(g) Any Loan Party or any Significant Restricted Subsidiary shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, (v) commence a voluntary case under any Debtor Relief Law (as now or hereafter in effect), (vi) file a petition seeking to take advantage of any Debtor Relief Law, (vii) acquiesce in writing to, or fail to controvert in a timely and appropriate manner, any petition filed against any of the Loan Parties or any Significant Restricted Subsidiary in any involuntary case under any such Debtor Relief Law, or (viii) take any action for the purpose of effecting any of the foregoing; or

(h) A case or other proceeding shall be commenced, without the application, approval or consent of any of the Loan Parties or any Significant Restricted Subsidiary, in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment or debts of such Loan Party or Significant Restricted Subsidiary, the appointment of a trustee, receiver, custodian, liquidator or the like of such Loan Party or Significant Restricted Subsidiary or of all or any substantial part of its assets, or any other similar action with respect to such Loan Party or Significant Restricted Subsidiary under any Debtor Relief Law, and such case or proceeding shall continue undismissed, or unstayed and in effect, for any period of 60 consecutive days, or an order for relief against any of the Loan Parties or any Significant Restricted Subsidiary shall be entered in an involuntary case under any Debtor Relief Law (as now or hereafter in effect); or

(i) (i) A final and non-appealable judgment for the payment of money in excess of \$25,000,000 (to the extent not covered by insurance) shall be rendered against any Loan Party or any Restricted Subsidiary and such judgment shall remain unsatisfied and in effect for any period of 30 consecutive days without a stay of execution or (if a stay is not provided for by applicable law) without having been satisfied, vacated, discharged or stayed or fully bonded pending appeal or (ii) a final and non-appealable judgment or final and non-appealable judgments for the payment of money are entered by a court or courts of competent jurisdiction against any Loan Party or any Restricted Subsidiary and either (x) an enforcement proceeding shall have been commenced by any creditor upon such judgment

or (y) such judgment remains unsatisfied, undischarged, unstayed or unbonded for a period (during which execution shall not be effectively stayed) of 60 days; provided, that, the aggregate of all such judgments exceeds \$25,000,000 (to the extent not covered by insurance); or

(j) (i) Any Termination Event shall occur; (ii) an application for a minimum funding waiver with respect to any Plan is made; (iii) any Person shall engage in any Prohibited Transaction involving any Plan; (iv) the Company or any ERISA Affiliate is in “default” (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan resulting from the Company’s or any ERISA Affiliate’s complete or partial withdrawal (as described in Section 4203 or 4205 of ERISA) from such Multiemployer Plan; (v) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to a Plan; (vi) the Company or any ERISA Affiliate shall fail to pay when due an amount which is payable by it to the PBGC or to a Plan under Title IV of ERISA; (vii) the assumption of, or any material increase in, the contingent liability of the Company or any Restricted Subsidiary with respect to any post-retirement welfare liability; and any or all of such events described in clauses (i) through (vii) as applicable result in a liability of the Company or ERISA Affiliate in excess of \$25,000,000; or

(k) Dolan Family Interests shall cease at any time to have beneficial ownership (within the meaning of Rule 13d-3 (as in effect on the Closing Date) promulgated under the Securities Exchange Act of 1934, as amended) of shares of the capital stock of the Company having sufficient votes to elect (or otherwise designate) at such time a majority of the members of the Board of Directors of the Company; or

(l) Any of the Loan Parties or any of their respective Affiliates (including any Restricted Subsidiary) institutes any proceedings seeking to establish or any Person obtains a judgment establishing that (i) any provision of the Loan Documents is invalid, not binding or unenforceable or (ii) the Lien created, or purported to be created, by the Loan Documents is not a valid and perfected first priority security interest in the property in which such Lien is created, or purported to be created, pursuant to the Loan Documents.

Section 8.02 Remedies upon Event of Default.

(a) Revolving/Term A Event of Default. If any Revolving/Term A Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Revolving/Term A Lenders, take any or all of the following actions:

(i) declare the commitment of each Revolving Credit Lender and each Term A Lender to make Loans and any obligation of (a) the L/C Issuer to make L/C Credit Extensions and (b) the Swingline Lender to make Swingline Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Revolving Credit Loans and Term A Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable to any Revolving Credit Lender or Term A Lender or under any

other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(iv) exercise on behalf of itself, the Revolving Credit Lenders and the Term A Lenders and the L/C Issuer all rights and remedies available to it and such Lenders under the Loan Documents.

(b) Other Event of Default. If any Event of Default (other than a Revolving/Term A Event of Default) occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of (a) the L/C Issuer to make L/C Credit Extensions and (b) the Swingline Lender to make Swingline Loans to be terminated, whereupon such commitments and obligations shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(iv) exercise on behalf of itself, the Lenders and the L/C Issuer all rights and remedies available to it and such Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code, the obligation of each Lender to make Loans, any obligation of the Swingline Lender to advance Swingline Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations, to the extent due and payable, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and amounts owing under Secured Hedge Agreements and Secured Cash Management Agreements, and which have become due and owing, ratably among the Lenders, the L/C Issuer, the Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Company or as otherwise required by Law.

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligation of such Guarantor.

ARTICLE IX

THE ADMINISTRATIVE AGENT

Section 9.01 Appointment and Authority. (a) Each of the Lender Parties hereby irrevocably appoints JPMCB to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions

of this Article are solely for the benefit of the Administrative Agent, and the Lender Parties, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders (in its capacities as a Lender, potential Hedge Bank and potential Cash Management Bank) and the L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as “collateral agent” and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.02 Administrative Agent Individually. (a) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender Party as any other Lender Party and may exercise the same as though it were not the Administrative Agent and the term “Lender Party” or “Lender Parties” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lender Parties.

(b) Each Lender Party understands that the Person serving as Administrative Agent, acting in its individual capacity, and its Affiliates (collectively, the “Agent’s Group”) are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (such services and businesses are collectively referred to in this Section 9.02 as “Activities”) and may engage in the Activities with or on behalf of one or more of the Loan Parties or their respective Affiliates. Furthermore, the Agent’s Group may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Loan Parties and their Affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in the Borrower, another Loan Party or their respective Affiliates), including trading in or holding long, short or derivative positions in securities, loans or other financial products of one or more of the Loan Parties or their Affiliates. Each Lender Party understands and agrees that in engaging in the Activities, the Agent’s Group may receive or otherwise obtain information concerning the Loan Parties or their Affiliates (including information concerning the ability of the Loan Parties to perform their respective Obligations hereunder and under the other Loan Documents) which information may not be available to any of the Lender

Parties that are not members of the Agent's Group. None of the Administrative Agent nor any member of the Agent's Group shall have any duty to disclose to any Lender Party or use on behalf of the Lender Parties, and shall not be liable for the failure to so disclose or use, any information whatsoever about or derived from the Activities or otherwise (including any information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Loan Party or any Affiliate of any Loan Party) or to account for any revenue or profits obtained in connection with the Activities, except that the Administrative Agent shall deliver or otherwise make available to each Lender Party such documents as are expressly required by any Loan Document to be transmitted by the Administrative Agent to the Lender Parties.

(c) Each Lender Party further understands that there may be situations where members of the Agent's Group or their respective customers (including the Loan Parties and their Affiliates) either now have or may in the future have interests or take actions that may conflict with the interests of any one or more of the Lender Parties (including the interests of the Lender Parties hereunder and under the other Loan Documents). Each Lender Party agrees that no member of the Agent's Group is or shall be required to restrict its activities as a result of the Person serving as Administrative Agent being a member of the Agent's Group, and that each member of the Agent's Group may undertake any Activities without further consultation with or notification to any Lender Party. None of (i) this Credit Agreement nor any other Loan Document, (ii) the receipt by the Agent's Group of information (including Information) concerning the Loan Parties or their Affiliates (including information concerning the ability of the Loan Parties to perform their respective Obligations hereunder and under the other Loan Documents) nor (iii) any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) owing by the Administrative Agent or any member of the Agent's Group to any Lender Party including any such duty that would prevent or restrict the Agent's Group from acting on behalf of customers (including the Loan Parties or their Affiliates) or for its own account.

Section 9.03 Duties of Administrative Agent; Exculpatory Provisions. (a) The Administrative Agent's duties hereunder and under the other Loan Documents are solely ministerial and administrative in nature and the Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or any of its Affiliates to liability or that is contrary to any Loan Document or applicable law.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.06 or Section 8.02) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be

deemed not to have knowledge of any Default or the event or events that give or may give rise to any Default unless and until the Borrower or any Lender Party shall have given notice to the Administrative Agent describing such Default and such event or events.

(c) Neither the Administrative Agent nor any member of the Agent's Group shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied in or in connection with this Credit Agreement, any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy and/or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Credit Agreement, any other Loan Document or any other agreement, instrument or document or the perfection or priority of any Lien or security interest created or purported to be created by the Collateral Documents or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than (but subject to the foregoing clause (ii)) to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) Nothing in this Credit Agreement or any other Loan Document shall require the Administrative Agent or any of its Related Parties to carry out any "know your customer" or other checks in relation to any Person on behalf of any Lender Party and each Lender Party confirms to the Administrative Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Administrative Agent or any of its Related Parties.

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender Party, the Administrative Agent may presume that such condition is satisfactory to such Lender Party unless an officer of the Administrative Agent responsible for the transactions contemplated hereby shall have received notice to the contrary from such Lender Party prior to the making of such Loan or the issuance of such Letter of Credit, and in the case of a Borrowing, such Lender Party shall not have made available to the Administrative Agent such Lender Party's ratable portion of such Borrowing. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower or any other Loan Party), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document

by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. Each such sub agent and the Related Parties of the Administrative Agent and each such sub agent shall be entitled to the benefits of all provisions of this Article IX and Section 10.04 (as though such sub-agents were the “Administrative Agent” under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.06 Resignation of Administrative Agent. (a) The Administrative Agent may at any time give notice of its resignation to the Lender Parties and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (such 30-day period, the “Lender Party Appointment Period”), then the retiring Administrative Agent may on behalf of the Lender Parties, appoint a successor Administrative Agent meeting the qualifications set forth above. In addition and without any obligation on the part of the retiring Administrative Agent to appoint, on behalf of the Lender Parties, a successor Administrative Agent, the retiring Administrative Agent may at any time upon or after the end of the Lender Party Appointment Period notify the Company and the Lender Parties that no qualifying Person has accepted appointment as successor Administrative Agent and the effective date of such retiring Administrative Agent’s resignation. Upon the resignation effective date established in such notice and regardless of whether a successor Administrative Agent has been appointed and accepted such appointment, the retiring Administrative Agent’s resignation shall nonetheless become effective and (i) the retiring Administrative Agent shall be discharged from its duties and obligations as Administrative Agent hereunder and under the other Loan Documents and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender Party directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this paragraph. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties as Administrative Agent of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations as Administrative Agent hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring Administrative Agent’s resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

(b) Any resignation pursuant to this Section (b) by a Person acting as Administrative Agent shall, unless such Person shall notify the Company and the Lender Parties otherwise, also act to relieve such Person and its Affiliates of any obligation to advance or issue new, or extend existing, Swingline Loans or Letters of Credit where such advance, issuance or extension is to occur

on or after the effective date of such resignation. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swingline Lender, (ii) the retiring L/C Issuer and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, (iii) the successor Swingline Lender shall enter into an Assignment and Assumption and acquire from the retiring Swingline Lender each outstanding Swingline Loan of such retiring Swingline Lender for a purchase price equal to par plus accrued interest and (iv) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangement satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

(c) In addition to the foregoing, if a Lender becomes, and during the period it remains, a Defaulting Lender, the L/C Issuer and/or the Swingline Lender may, at any time, upon giving 20 Business Days' prior written notice to the Company and the Administrative Agent, resign as L/C Issuer or Swingline Lender, respectively, effective at the close of business New York time on a date specified in such notice; provided that such resignation by the L/C Issuer shall have no effect on the validity or enforceability of any Letter of Credit then outstanding or on the obligations of the Borrower or any Lender under this Credit Agreement with respect to any such outstanding Letter of Credit or otherwise to the L/C Issuer; and provided, further, that such resignation by the Swingline Lender shall have no effect on its rights in respect of any outstanding Swingline Loans or on the obligations of the Borrower or any Lender under this Credit Agreement with respect to any such outstanding Swingline Loan.

Section 9.07 Non-Reliance on Administrative Agent and Other Lender Parties.

(a) Each Lender Party confirms to the Administrative Agent, each other Lender Party and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on the Administrative Agent, any other Lender Party or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Credit Agreement, (y) making Loans and other extensions of credit hereunder and under the other Loan Documents and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Credit Agreement and making Loans and other extensions of credit hereunder and under the other Loan Documents is suitable and appropriate for it.

(b) Each Lender Party acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Credit Agreement and the other Loan Documents, (ii) that it has, independently and without reliance upon the Administrative Agent, any other Lender Party or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Credit Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Administrative Agent, any other Lender Party or any of their respective Related Parties, continue to be solely

responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Credit Agreement and the other Loan Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(A) the financial condition, status and capitalization of the Borrower and each other Loan Party;

(B) the legality, validity, effectiveness, adequacy or enforceability of this Credit Agreement and each other Loan Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document;

(C) determining compliance or non-compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition;

(D) the adequacy, accuracy and/or completeness of any information delivered by the Administrative Agent, any other Lender Party or by any of their respective Related Parties under or in connection with this Credit Agreement or any other Loan Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document.

Section 9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Persons acting as Joint Lead Arranger, Joint Bookrunners, Syndication Agents or Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Credit Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or as a Lender Party hereunder.

Section 9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the

Lenders, the L/C Issuer and the Administrative Agent under Section 2.03(i) and (j), Section 2.08 allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 2.08.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer or to authorize the Administrative Agent to vote in respect of the claim of any Lender the L/C Issuer or in any such proceeding.

Section 9.10 Collateral and Guaranty Matters. The Secured Parties and the L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) if approved, authorized or ratified in writing in accordance with Section 10.01;

(b) to release any Guarantor from its obligations under the Guaranty, to release any Grantor from its obligations under the Security Agreement and to release any Pledgor from its obligations under the Pledge Agreement (including releasing any outstanding pledges) if such Person ceases to be a Domestic Subsidiary as a result of a transaction permitted hereunder, and to provide reasonable documentation at the cost and expense of the Loan Parties to evidence the same; and

(c) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.17(ii).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such

item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

Section 9.11 Removal of Administrative Agent. Anything herein to the contrary notwithstanding, if at any time the Required Lenders determine that the Person serving as Administrative Agent is (without taking into account any provision in the definition of “Defaulting Lender” requiring notice from the Administrative Agent or any other party) a Defaulting Lender, the Required Lenders (determined after giving effect to Section 10.01) may by notice to the Company and such Person remove such Person as Administrative Agent and appoint a replacement Administrative Agent hereunder with the consent of the Company (such consent not to be unreasonably withheld), provided that (i) such removal shall, to the fullest extent permitted by applicable law, in any event become effective if no such replacement Administrative Agent is appointed hereunder within 30 days after the giving of such notice and (ii) no such consent of the Company shall be required if an Event of Default has occurred and is continuing at the time of such appointment.

ARTICLE X

MISCELLANEOUS

Section 10.01 Amendments, Etc. No amendment or waiver of any provision of this Credit Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Borrower or the applicable Loan Party, as the case may be, and (i) in the case of an amendment or waiver of any Financial Covenant or Revolving/Term A Event of Default, the Required Revolving/Term A Lenders and (ii) in the case of an amendment or waiver of any other provision or Event of Default, the Required Lenders, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

- (a) waive any conditions set forth in Section 5.01 as to the initial Credit Extension hereunder, without the written consent of each Lender;
- (b) extend or increase the Commitment of a Lender (or reinstate any Commitment of a Lender terminated pursuant to Section 8.02) without the written consent of such Lender;
- (c) postpone any date fixed by this Credit Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;

(d) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (v) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document, or change the manner of computation of any financial ratio (including any change in any applicable defined term) used in determining the Applicable Rate that would result in a reduction of any interest rate on any Loan or any fee payable hereunder without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate;

(e) [Reserved];

(f) change (i) any provision of this Section 10.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder (other than the definitions specified in clause (ii) of this Section 10.01(f)), without the written consent of each Lender or (ii) the definition of “Required Revolving Lenders,” “Required Term A Lenders,” “Required Revolving/Term A Lenders” or “Required Incremental Term Lenders” without the written consent of each Lender under the applicable Facility or Facilities;

(g) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

(h) release or remove all or substantially all of the value of the Guarantees, taken as a whole, without the written consent of each Lender; or

(i) impose any greater restriction on the ability of any Lender under a Facility to assign any of its rights or obligations hereunder without the written consent of (i) if such Facility is the Term A Facility, the Required Term A Lenders, (ii) if such Facility is the Revolving Credit Facility, the Required Revolving Lenders, and (iii) if such Facility is an Incremental Term Facility, the Required Incremental Term Lenders with respect to such Incremental Term Facility, if any;

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Credit Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders required above, affect the rights or duties of the Swingline Lender under this Credit Agreement or any other Loan Document; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Credit Agreement or any other Loan Document; (iv) Section 10.06(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; and (v)

the Fee Letters may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable Law such Lender shall not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other Credit Extension of such Lender hereunder shall not be taken into account in determining whether the Required Lenders or all of the Lenders, as the case may be, have approved any such amendment or waiver (and the definition of "Required Lenders" shall automatically be deemed modified accordingly for the duration of such period); provided, that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, or extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, or reduce the principal amount of any obligation owing to such Defaulting Lender, or reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender, or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, shall require the consent of such Defaulting Lender.

Notwithstanding anything to the contrary herein, no Affiliate of the Borrower that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than such affiliated Lenders, except that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any such affiliated Lender in its capacity as a Lender more adversely than other affected Lenders shall require the consent of such affiliated Lender.

Section 10.02 Notices; Effectiveness; Electronic Communications. (a) All notices, demands, requests, consents and other communications provided for in this Credit Agreement shall be given in writing, or by any telecommunication device capable of creating a written record (including electronic mail), and addressed to the party to be notified as follows:

- (i) if to the Borrower or any other Loan Party,

AMC Networks Inc.
11 Penn Plaza
New York, New York 10001
Attention: Sean Sullivan
Telephone: 646-393-8135
Facsimile: 646-273-7392

Each with a copy to:

Sullivan & Cromwell LLP
 Attention: John Mead
 125 Broad Street
 New York, New York 10004-2498
 Telephone: (212) 558-3764
 Facsimile No.: (212) 558-3588
 E-mail Address: meadj@sullcrom.com

(ii) if to the Administrative Agent

JPMorgan Chase Bank, N.A.
 500 Stanton Christiana Road
 Ops 2, Floor 03
 Newark, DE 19713-2107
 Attention: George D. Ionas
 Telephone No.: (302) 634-1651
 Facsimile No.: (302) 634-3301
 E-mail Address: george.d.ionas@jpmorgan.com

Each with a copy to:

JPMorgan Chase Bank, N.A.
 383 Madison Avenue
 New York, New York 10179
 Attention: John Kowalczyk
 Facsimile No.: (212) 270-5127
 E-mail Address: john.kowalczyk@jpmorgan.com

(iii) if to the Collateral Agent

JPMorgan Chase Bank, N.A.
 500 Stanton Christiana Road
 Ops 2, Floor 03
 Newark, DE 19713-2107
 Attention: George D. Ionas
 Telephone No.: (302) 634-1651
 Facsimile No.: (302) 634-3301
 E-mail Address: ~~george.d.ionas@jpmorgan.com~~ george.d.ionas@jpmorgan.com

Each with a copy to:

JPMorgan Chase Bank, N.A.
 383 Madison Avenue
 New York, New York 10179
 Attention: John Kowalczyk
 Facsimile No.: (212) 270-5127
 E-mail Address: john.kowalczyk@jpmorgan.com

(iv) if to the L/C Issuer,

JPMorgan Chase Bank, N.A.
 Global Trade Services
 10420 Highland Manor Drive, Floor 4
 Tampa, Florida 33610-9128
 Attention: Letter of Credit Department
 Facsimile: (813) 432-5162
 E-mail Address: james.alonzo@jpmchase.com

(v) if to the Swingline Lender

JPMorgan Chase Bank, N.A.
 500 Stanton Christiana Road
 Ops 2, Floor 03
 Newark, DE 19713-2107
 Attention: George D. Ionas
 Telephone No.: (302) 634-1651
 Facsimile No.: (302) 634-3301
 E-mail Address: george.d.ionas@jpmorgan.com

Each with a copy to:

JPMorgan Chase Bank, N.A.
 383 Madison Avenue
 New York, New York 10179
 Attention: John Kowalczyk
 Facsimile No.: (212) 270-5127
 E-mail Address: john.kowalczyk@jpmorgan.com

(vi) if to any other Lender Party, to it at its address (or facsimile number) set forth in its Administrative Questionnaire.

or at such other address as shall be notified in writing (x) in the case of the Borrower, the Administrative Agent and the Swingline Lender, to the other parties and (y) in the case of all other parties, to the Company and the Administrative Agent.

(b) All notices, demands, requests, consents and other communications described in clause (a) shall be effective (i) if delivered by hand, including any overnight courier

service, upon personal delivery, (ii) if delivered by mail, on the date five Business Days after dispatch by certified or registered mail, (iii) if delivered by posting to an Approved Electronic Platform, an Internet website or a similar telecommunication device requiring that a user have prior access to such Approved Electronic Platform, website or other device (to the extent permitted by clause (d) below to be delivered thereunder), when such notice, demand, request, consent and other communication shall have been made generally available on such Approved Electronic Platform, Internet website or similar device to the class of Person being notified (regardless of whether any such Person must accomplish, and whether or not any such Person shall have accomplished, any action prior to obtaining access to such items, including registration, disclosure of contact information, compliance with a standard user agreement or undertaking a duty of confidentiality) and such Person has been notified in respect of such posting that a communication has been posted to the Approved Electronic Platform and (iv) if delivered by electronic mail or any other telecommunications device, when transmitted to an electronic mail address (or by another means of electronic delivery) as provided in clause (a); provided, that if such notice or communication is given pursuant to clause (iii) or (iv) hereof and is not posted or transmitted, as applicable, during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient; provided, however, that notices and communications to the Administrative Agent pursuant to Article II or Article IX shall not be effective until received by the Administrative Agent.

(c) Notwithstanding clauses (a) and (b) (unless the Administrative Agent requests that the provisions of clause (a) and (b) be followed) and any other provision in this Credit Agreement or any other Loan Document providing for the delivery of any Approved Electronic Communication by any other means, the Loan Parties shall deliver all Approved Electronic Communications to the Administrative Agent by properly transmitting such Approved Electronic Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to oploanswebadmin@citigroup.com or such other electronic mail address (or similar means of electronic delivery) as the Administrative Agent may notify to the Company. Nothing in this clause (c) shall prejudice the right of the Administrative Agent or any Lender Party to deliver any Approved Electronic Communication to any Loan Party in any manner authorized in this Credit Agreement or to request that the Borrower effect delivery in such manner.

(d) Electronic Communications. (iii) Each of the Lender Parties and each Loan Party agree that the Administrative Agent may, but shall not be obligated to, make the Approved Electronic Communications available to the Lender Parties by posting such Approved Electronic Communications on IntraLinks™ or a substantially similar electronic platform chosen by the Administrative Agent to be its electronic transmission system (the “Approved Electronic Platform”).

(ii) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Closing Date, a dual firewall and a User ID/Password Authorization System) and the Approved Electronic Platform is secured through a single-user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lender Parties and each Loan Party acknowledges and agrees that the

distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Lender Parties and each Loan Party hereby approves distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(iii) THE APPROVED ELECTRONIC PLATFORM AND THE APPROVED ELECTRONIC COMMUNICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. NONE OF THE ADMINISTRATIVE AGENT NOR ANY OTHER MEMBER OF THE AGENT’S GROUP WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE APPROVED ELECTRONIC COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM AND EACH EXPRESSLY DISCLAIMS ANY LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE APPROVED ELECTRONIC COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM.

(iv) Each of the Lender Parties and each Loan Party agree that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Approved Electronic Communications on the Approved Electronic Platform in accordance with the Administrative Agent’s generally-applicable document retention procedures and policies.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

(f) Confidentiality. Each of the Administrative Agent and the Lender Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates’ respective partners, directors, officers, employees, agents, advisors and representatives on a need to know basis (it being

understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document, any action or proceeding relating to this Credit Agreement or any other Loan Document, the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section (other than in the case of a pledge to any Federal Reserve Bank or other central banking authority), to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Credit Agreement, (ii) any pledge referred to in Section 10.06(f), (iii) any actual or prospective swap counterparty (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) surety, reinsurer, guarantor or credit liquidity enhancer (or their advisors) to or in connection with any swap, derivative or other similar transaction under which payments are to be made by reference to the Obligations or to the Borrower and its obligations or to this Credit Agreement or payments hereunder, (iv) to any rating agency when required by it or (v) the CUSIP Service Bureau or any similar organization, (g) with the written consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender Party or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower or any other Loan Party. For purposes of this Section, “Information” means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender Party on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiaries after the Closing Date, such information is not marked “PUBLIC” or otherwise identified at the time of delivery as confidential.

(g) Treatment of Information. (i) Certain of the Lenders may enter into this Credit Agreement and take or not take action hereunder or under the other Loan Documents on the basis of information that does not contain material non-public information with respect to any of the Loan Parties or their securities (“Restricting Information”). Other Lenders may enter into this Credit Agreement and take or not take action hereunder or under the other Loan Documents on the basis of information that may contain Restricting Information. Each Lender Party acknowledges that United States federal and state securities laws prohibit any Person from purchasing or selling securities on the basis of material, non-public information concerning the such issuer of such securities or, subject to certain limited exceptions, from communicating such information to any other Person. Neither the Administrative Agent nor any of its Related Parties shall, by making any Communications (including Restricting Information) available to a Lender Party, by participating in any conversations or other interactions with a Lender Party or otherwise, make or be deemed to make any statement with regard to or otherwise warrant that any such information or Communication does or does not contain Restricting Information nor shall the Administrative Agent or any of its Related Parties be responsible or liable in any way for any decision a Lender Party may make to limit or to not limit its access to Restricting Information. In particular, none of the Administrative

Agent nor any of its Related Parties (i) shall have, and the Administrative Agent, on behalf of itself and each of its Related Parties, hereby disclaims, any duty to ascertain or inquire as to whether or not a Lender Party has or has not limited its access to Restricting Information, such Lender Party's policies or procedures regarding the safeguarding of material, nonpublic information or such Lender Party's compliance with applicable laws related thereto or (ii) shall have, or incur, any liability to any Loan Party or Lender Party or any of their respective Related Parties arising out of or relating to the Administrative Agent or any of its Related Parties providing or not providing Restricting Information to any Lender Party.

(ii) Each Loan Party agrees that (i) all Communications it provides to the Administrative Agent intended for delivery to the Lender Parties whether by posting to the Approved Electronic Platform or otherwise shall be clearly and conspicuously marked "PUBLIC" if such Communications do not contain Restricting Information which, at a minimum, means that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Communications "PUBLIC," each Loan Party shall be deemed to have authorized the Administrative Agent and the Lender Parties to treat such Communications as either publicly available information or not material information (although, in this latter case, such Communications may contain sensitive business information and, therefore, remain subject to the confidentiality undertakings of Section 10.02(f) with respect to such Loan Party or its securities for purposes of United States Federal and state securities laws, (iii) all Communications marked "PUBLIC" may be delivered to all Lender Parties and may be made available through a portion of the Approved Electronic Platform designated "Public Side Information," and (iv) the Administrative Agent shall be entitled to treat any Communications that are not marked "PUBLIC" as Restricting Information and may post such Communications to a portion of the Approved Electronic Platform not designated "Public Side Information." Neither the Administrative Agent nor any of its Affiliates shall be responsible for any statement or other designation by a Loan Party regarding whether a Communication contains or does not contain material non-public information with respect to any of the Loan Parties or their securities nor shall the Administrative Agent or any of its Affiliates incur any liability to any Loan Party, any Lender Party or any other Person for any action taken by the Administrative Agent or any of its Affiliates based upon such statement or designation, including any action as a result of which Restricting Information is provided to a Lender Party that may decide not to take access to Restricting Information. Nothing in this Section 10.02(g) shall modify or limit a Lender Party's obligations under Section 10.02(f) with regard to Communications and the maintenance of the confidentiality of or other treatment of Information.

(iii) Each Lender Party acknowledges that circumstances may arise that require it to refer to Communications that might contain Restricting Information. Accordingly, each Lender Party agrees that it will nominate at least one designee to receive Communications (including Restricting Information) on its behalf and identify such designee (including such designee's contact information) on such Lender Party's Administrative Questionnaire. Each Lender Party agrees to notify the Administrative Agent from time to time of such Lender Party's designee's e-mail address to which notice of the availability of Restricting Information may be sent by electronic transmission.

(iv) Each Lender Party acknowledges that Communications delivered hereunder and under the other Loan Documents may contain Restricting Information and that such Communications are available to all Lender Parties generally. Each Lender Party that elects not to take access to Restricting Information does so voluntarily and, by such election, acknowledges and agrees that the Administrative Agent and other Lender Parties may have access to Restricting Information that is not available to such electing Lender Party. None of the Administrative Agent nor any Lender Party with access to Restricting Information shall have any duty to disclose such Restricting Information to such electing Lender Party or to use such Restricting Information on behalf of such electing Lender Party, and shall not be liable for the failure to so disclose or use, such Restricting Information.

(v) The provisions of the foregoing clauses of this Section 10.02(g) are designed to assist the Administrative Agent, the Lender Parties and the Loan Parties, in complying with their respective contractual obligations and applicable law in circumstances where certain Lender Parties express a desire not to receive Restricting Information notwithstanding that certain Communications hereunder or under the other Loan Documents or other information provided to the Lender Parties hereunder or thereunder may contain Restricting Information. Neither the Administrative Agent nor any of its Related Parties warrants or makes any other statement with respect to the adequacy of such provisions to achieve such purpose nor does the Administrative Agent or any of its Related Parties warrant or make any other statement to the effect that a Loan Party's or Lender Party's adherence to such provisions will be sufficient to ensure compliance by such Loan Party or Lender Party with its contractual obligations or its duties under applicable law in respect of Restricting Information and each of the Lender Parties and each Loan Party assumes the risks associated therewith.

Section 10.03 No Waiver; Cumulative Remedies. No failure on the part of the Administrative Agent, the L/C Issuer or any Lender to exercise, and no delay by any such Person in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Credit Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege under this Credit Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The right, remedy, power or privilege provided herein, and provided under any other Loan Document, are cumulative and not exclusive of any right, remedy, power or privilege provided by law.

Section 10.04 Expenses; Indemnity; Damage Waiver. (a) Costs and Expenses. The Company shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of Shearman & Sterling LLP, counsel for the Administrative Agent and of special and local counsel to the Lenders retained by the Administrative Agent following consultation with the Company), for which an invoice has been presented to the Company, in connection with the preparation, due diligence, administration, syndication and closing of this Credit Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses

incurred by the L/C Issuer, for which an invoice has been presented to the Company, in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of one primary counsel for the Administrative Agent and one additional counsel for the Lenders) for which an invoice has been presented to the Company, in connection with the enforcement or protection of its rights (A) in connection with this Credit Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Company. The Company shall indemnify the Administrative Agent (and any sub-agent thereof), the Joint Lead Arrangers, the Lenders, the L/C Issuer and each of their respective Affiliates, officers, directors, employees, members, partners and agents (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable out-of-pocket documented expenses (including, without limitation, the reasonable out-of-pocket documented and invoiced fees, disbursements and other charges of (a) one counsel, (b) in the case of a material conflict between two or more Indemnities, as so determined in the reasonable opinion of existing counsel, one additional counsel, and (c) one local counsel in each applicable jurisdiction), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party (but excluding any proceeding brought by a Lender against any other Lender (in such Lender’s capacity as a Lender and not in any capacity as a Joint Lead Arranger or the Administrative Agent)) arising out of, in connection with, or as a result of (i) the execution or delivery of this Credit Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Affiliates, officers, directors, employees and agents only, the administration of this Credit Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability of the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding (or preparation of a defense in connection therewith) relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Borrower’s or such Loan Party’s directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for material breach of such Indemnitee’s

material obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a judgment in its favor on such claim from a court of competent jurisdiction.

(c) Reimbursement by Lenders. To the extent that the Company for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Credit Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Credit Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent and the L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the

date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Credit Agreement.

Section 10.06 Successors and Assigns. (a) Successors and Assigns Generally. The provisions of this Credit Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f), or (iv) to an SPC in accordance with the provisions of Section 10.06(h) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Credit Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Credit Agreement.

(b) Assignments by Lenders. Any Lender (other than the Swingline Lender with respect to the Swingline Loans) may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Credit Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment under any Facility and the Loans at the time owing to it under such Facility or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Credit Facility or Term A Facility, or \$1,000,000, in the case of any assignment in respect of the Incremental Term Facility, if any, unless such assignment constitutes

the entire remaining amount or unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Company otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met provided further, that, in any case, unless an Event of Default has occurred and is continuing, after giving effect to an assignment under any Facility, the aggregate amount of the Facility held by such assigning Lender shall not be less than \$1,000,000, in the case of any assignment in respect of the Term A Facility, Revolving Credit Facility or Incremental Facility, if any.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Credit Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Company (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided, the Company shall be deemed to have consented to any assignment of Term Loans unless it shall object thereto by written notice to the Administrative Agent within seven (7) Business Days after having received written notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any Term Commitment or Revolving Credit Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of the applicable Facility, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (ii) any Term Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund or the Borrower or any of its Affiliates or Subsidiaries; and

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment (which, for the avoidance of doubt shall exclude the Company in its capacity of granting consent to an assignment pursuant to this Section 10.06) shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining the processing and recordation fee; provided, further, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Credit Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Credit Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Credit Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Credit Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 3.01, Section 3.04, Section 3.05 and Section 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Credit Agreement that does not comply with this subsection shall be treated for purposes of this Credit Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Credit Agreement,

notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Credit Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Credit Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Credit Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Credit Agreement and to approve any amendment, modification or waiver of any provision of this Credit Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (b), (c), (d), (f) or (g) of the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01, Section 3.04 and Section 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.07 as though it were a Lender; provided such Participant agrees to be subject to Section 2.12 as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register analogous to the Register (a "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in the rights and/or obligations under this Credit Agreement) except to the extent that such disclosure is necessary to establish that such interest is in registered form under Treasury Regulations Section 5f.103-1(c). For the avoidance of doubt, the Administrative Agent, in its capacity as Administrative Agent, shall have no obligation to maintain a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or Section 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Company's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Company is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Credit Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations

to a Federal Reserve Bank or other central banking authority; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a “Granting Lender”) may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Company (an “SPC”) the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Credit Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.11(b)(ii). Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Credit Agreement (including its obligations under Section 3.04), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Credit Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Credit Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent and with the payment of a processing fee in the amount of \$2,500, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(i) Resignation as Swingline Lender and L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time JPMCB assigns all of its

Revolving Credit Commitments and Revolving Credit Loans pursuant to Section 10.06(b), JPMCB may, upon 30 days' notice to the Company and the Lenders, resign as Swingline Lender or L/C Issuer. In the event of any such resignation as Swingline Lender or L/C Issuer, the Company shall be entitled to appoint from among the Lenders a successor Swingline Lender or L/C Issuer, as the case may be, hereunder; provided, however, that no failure by the Company to appoint any such successor shall affect the resignation of JPMCB as Swingline Lender or L/C Issuer. If JPMCB resigns as Swingline Lender, it shall retain all the rights, powers, privileges and duties of the Swingline Lender hereunder with respect to all Swingline Loans outstanding as of the effective date of its resignation as Swingline Lender and all Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund Mandatory Borrowings pursuant to Section 2.03(c)). If JPMCB resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). Upon the appointment and acceptance of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to JPMCB to effectively assume the obligations of JPMCB with respect to such Letters of Credit.

Section 10.07 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Credit Agreement or any other Loan Document to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Credit Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Company and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.08 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans

or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.09 Counterparts; Integration; Effectiveness. This Credit Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.01, this Credit Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Credit Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Credit Agreement.

Section 10.10 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

Section 10.11 Severability. If any provision of this Credit Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Credit Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.12 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, or if any Lender is a Defaulting Lender and the Company gives a notice pursuant to Section 2.16(f), or if any Lender does not agree to any request by the

Company for a consent, approval, amendment or waiver hereunder that requires the consent or approval of all of the Lenders, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.05), all of its interests, rights and obligations under this Credit Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 10.13 Governing Law; Jurisdiction; Etc. (a) GOVERNING LAW. THIS CREDIT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN

THIS CREDIT AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS CREDIT AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.14 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.15 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees that: (i) the credit facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and Joint Lead Arrangers, on the other hand, and the Borrower is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in

connection with the process leading to such transaction, the Administrative Agent and the Joint Lead Arrangers each is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of its Affiliates, stockholders, creditors or employees or any other Person; (iii) neither the Administrative Agent, any Lender nor any Joint Lead Arranger has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether the Administrative Agent, any Lender or any Joint Lead Arranger has advised or is currently advising the Borrower or any of its Affiliates on other matters) and neither the Administrative Agent, any Lender nor any Joint Lead Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Administrative Agent, the Lenders and the Joint Lead Arrangers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any Joint Lead Arranger has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Administrative Agent and the Joint Lead Arrangers have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent, the Lenders and the Joint Lead Arrangers with respect to any breach or alleged breach of agency or fiduciary duty.

Section 10.16 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Patriot Act.

Section 10.17 No Liability of Members, Partners and Other Persons. No limited partner, member, officer, manager, employee, director, stockholder or other holder of an ownership interest of or in any Loan Party or any partnership, limited liability company, corporation or other entity which is a stockholder or other holder of an ownership interest of or in any Loan Party shall have any personal liability in respect of such obligations by reason of his, her or its status as such limited partner, officer, manager, employee, director, stockholder or holder. In addition, no general partner of any Loan Party that is a partnership, joint venture or joint adventure shall have any personal liability in respect of such Loan Party's obligation under this Credit Agreement or the Notes by reason of his, her or its status as such general partner.

Section 10.18 Authorization of Third Parties to Deliver Information and Discuss Affairs. The Borrower hereby confirms that it has authorized and directed each Person whose preparation or delivery to the Administrative Agent or the Lenders of any opinion, report or other

information is a condition or covenant under this Credit Agreement (including under Article V and Article VII) to so prepare or deliver such opinions, reports or other information for the benefit of the Administrative Agent and the Lenders. The Borrower agrees to confirm such authorizations and directions provided for in this Section 10.18 from time to time as may be requested by the Administrative Agent.

Section 10.19 Additional Borrowers. The Company may designate any wholly owned Domestic Subsidiary that is a Restricted Subsidiary as a Borrower (a “Designated Borrower”) under this Credit Agreement (each such Designated Borrower upon satisfaction of the conditions specified in this Section 10.19 being an “Additional Borrower”) upon 10 days prior written notice to the Administrative Agent subject to (a) execution and delivery by such Designated Borrowers, the Company and, the Administrative Agent, of such agreements and other documentation (including, without limitation, an amendment to this Agreement or any other Loan Document), and the furnishing by each such Designated Borrower, of such certificates, opinions, and other documentation specified in clauses (a), (b), (c) and (d) of Section 5.01 and (b) completion of all Patriot Act and applicable “know your customer” documentation reasonably requested by the Lenders. On and after the date of satisfaction of the terms and conditions of the foregoing clauses (a) and (b), such Designated Borrower shall be a Borrower for all purposes hereunder. For the avoidance of doubt, no Excluded Domestic Subsidiary shall be an Additional Borrower.

Section 10.20 Joint and Several Obligations; Express Waivers By Additional Borrowers In Respect of Cross Guaranties and Cross Collateralization. Each Borrower and each Additional Borrower agrees as follows:

(a) Each Borrower agrees that, subject to Section 10.20(b), it is absolutely and unconditionally jointly and severally liable, as co-borrower, for the prompt payment and performance of all Obligations and all agreements of each of the Borrowers under the Loan Documents. Except as otherwise provided in Section 10.20(b), nothing contained in this Agreement shall limit the liability of any Borrower to pay Loans made directly or indirectly to that Borrower (including Loans advanced to any other Borrower and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower), L/C Obligations and all accrued interest, fees, expenses and other related Obligations with respect thereto, for which such Borrower shall be primarily liable for all purposes hereunder.

(b) The Obligations of each Borrower under the Loan Documents shall be limited to an aggregate amount (the “Maximum Obligations Amount”) equal to the largest amount that would not render such Obligations subject to avoidance under Section 548 of the U.S. Bankruptcy Code or any comparable provisions of applicable law. Each Lender Borrower hereby agree that if at any time the Obligations exceed the Maximum Obligations Amount as determined as of such time with regard to such Borrower, then the Loan Documents shall be automatically amended to reduce the Obligations to such Maximum Obligations Amount. Such amendment shall not require the written consent of any Borrower or any Lender and shall be deemed to have been automatically consented to by each Borrower and each Lender.

(c) Each Additional Borrower hereby waives: (i) notice of acceptance of this Agreement; (ii) notice of the making of any Revolving Credit Loans, the issuance of any Letter of Credit or any other financial accommodations made or extended under the Loan Documents or the creation or existence of any Obligations; (iii) notice of the amount of the Obligations, subject, however, to such Borrower's right to make inquiry of the Administrative Agent to ascertain the amount of the Obligations at any reasonable time; (iv) notice of any adverse change in the financial condition of any other Borrower or of any other fact that might increase such Borrower's risk with respect to such other Borrower under the Loan Documents; (v) notice of presentment for payment, demand, protest, and notice thereof as to any promissory notes or other instruments among the Loan Documents; and (vii) all other notices (except if such notice is specifically required to be given to such Borrower hereunder or under any of the other Loan Documents to which such Borrower is a party) and demands to which such Borrower might otherwise be entitled;

(d) Each Additional Borrower hereby waives the right by statute or otherwise to require any Agent or any Lender to institute suit against any other Borrower or to exhaust any rights and remedies which an Agent or any Lender has or may have against any other Borrower. Each Borrower further waives any defense arising by reason of any disability or other defense of any other Borrower (other than the defense that the Obligations shall have been fully and finally performed and paid) or by reason of the cessation from any cause whatsoever of the liability of any such Borrower in respect thereof;

(e) Each Additional Borrower hereby waives and agrees not to assert against any Agent, any Lender, or the L/C Issuer: (i) any defense (legal or equitable), set off, counterclaim, or claim which such Borrower may now or at any time hereafter have against any other Borrower or any other party liable under the Loan Documents; (ii) any defense, set off, counterclaim, or claim of any kind or nature available to any other Borrower against any Agent, any Lender, or the L/C Issuer, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Obligations or any security therefor; (iii) any right or defense arising by reason of any claim or defense based upon an election of remedies by any Agent, any Lender, or the L/C Issuer under any applicable law; (iv) the benefit of any statute of limitations affecting any other Borrower's liability hereunder;

(f) Each Additional Borrower consents and agrees that, without notice to or by such Borrower and without affecting or impairing the obligations of such Borrower hereunder, the Administrative Agent may (subject to any requirement for consent of any of the Lenders to the extent required by this Agreement), by action or inaction: (i) compromise, settle, extend the duration or the time for the payment of, or discharge the performance of, or may refuse to or otherwise not enforce the Loan Documents; (ii) release all or any one or more parties to any one or more of the Loan Documents or grant other indulgences to any other Borrower in respect thereof; (iii) amend or modify in any manner and at any time (or from time to time) any of the Loan Documents; or (iv) release or substitute any Person liable for payment of the Obligations, or enforce, exchange, release, or waive any security for the Obligations or any Guaranty of the Obligations; and

(g) Each Additional Borrower represents and warrants to the Administrative Agent and the Lenders that such Borrower is currently informed of the financial condition of all other Borrowers and all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Additional Borrower further represents and warrants that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Additional Borrower agrees that neither the Administrative Agent, any Lender, nor any L/C Issuer has any responsibility to inform any Borrower of the financial condition of any other Borrower or of any other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

Section 10.21 Acknowledgments Relating to the Amendment and Restatement of the Original Credit Agreement.

Each Loan Party hereby (i) expressly acknowledges the terms of this Agreement, (ii) ratifies and affirms its obligations under the Loan Documents (including guarantees and security agreements) executed by such Loan Party and (iii) acknowledges, renews and extends its continued liability under all such Loan Documents and agrees such Loan Documents remain in full force and effect, including with respect to the obligations of the Borrower as modified by this Agreement. Each Loan Party further represents and warrants to each Agent, L/C Issuer, Lender and each of the Lenders that after giving effect to this Credit Agreement, neither the modification of the Original Credit Agreement effected pursuant to this Credit Agreement, nor the execution, delivery, performance or effectiveness of this Credit Agreement (a) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document (as such term is defined in the Original Credit Agreement), and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred; or (b) requires that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens, except for new filings to be made or actions to be taken related to the Transaction.

IN WITNESS WHEREOF, the parties hereto have caused this ~~Credit Agreement~~Amendment to be ~~duly~~ executed by their respective officers thereunto duly authorized, as of the ~~day and year~~date first above written.

AMC NETWORKS INC., ~~as an Initial Borrower~~

By: /s/ Sean Sullivan

Name: Sean Sullivan

Title: Executive Vice President and Chief Financial Officer

[Signature Page to AMC Networks Inc. Credit Agreement Amendment No. 1]

AMC NETWORK ENTERTAINMENT LLC, ~~as an Initial Borrower~~

By: /s/ John Hsu

Name: John Hsu

Title: Senior Vice President and Treasurer

~~11 PENN-TV, LLC~~

By:

Name:

Title:

~~AMC ACQUISITION COMPANY LLC~~

By:

Name:

Title:

AMC FILM HOLDINGS LLC

By:
Name:
Title:

AMC NETWORKS BROADCASTING & TECHNOLOGY

By:
Name:
Title:

AMC TV STUDIOS

By:
Name:
Title: NETWORKS INTERNATIONAL LLC AMC/SUNDANCE
CHANNEL GLOBAL NETWORKS LLC

By:
Name:
Title:

AMCN PROPERTIES LLC

AMERICAN MOVIE CLASSICS IV HOLDING CORPORATION By:
Name:
Title:

COMIC SCRIBE LLC

By:
Name:
Title:

CROSSED PENS DEVELOPMENT LLC

By:
Name:
Title:

DIGITAL STORE LLC

By: ==
Name:-
Title:

~~**FIVE MOONS PRODUCTIONS I LLC**~~

By: ==
Name:-
Title:

~~**HALT AND CATCH FIRE PRODUCTIONS LLC**~~

By: ==
Name:-
Title:

~~**HALT AND CATCH FIRE PRODUCTIONS I LLC**~~

By: ==
Name:-
Title:

~~**IFC ENTERTAINMENT LLC**~~

By: ==
Name:-
Title:

~~**IFC ENTERTAINMENT HOLDINGS LLC**~~

By: ==
Name:-
Title:

IFC ENTERTAINMENT LLC

IFC FILMS LLC

By:
Name:
Title:

IFC IN THEATERS LLC

By:
Name:
Title:

IFC PRODUCTIONS I L.L.C.

IFC TELEVISION HOLDINGS LLC

By:
Name:
Title:

IFC THEATRES CONCESSIONS LLC

IFC THEATRES, LLC

By:
Name:
Title:

IFC TV LLC

By:
Name:
Title:

IFC TV STUDIOS HOLDINGS LLC

By:
Name:
Title:

~~IFC TV STUDIOS LLC~~

By:
Name:
Title:

IPTV LLC

By: ==
Name:-
Title:

~~KOPUS PRODUCTIONS LLC~~

By: ==
Name:-
Title:

~~MAKING WAVES STUDIO PRODUCTIONS LLC~~

By: ==
Name:-
Title:

~~PEACH PIT PROPERTIES LLC~~

By: ==
Name:-
Title:

~~PENS DOWN LLC~~

By: ==
Name:-
Title:

~~PHILLY PRODUCTIONS LLC~~

By: ==
Name:-
Title:

~~PREMIER QUILLS LLC~~

By:
Name:
Title:

RAINBOW FILM HOLDINGS LLC

By:
Name:
Title:

RAINBOW MEDIA ENTERPRISES, INC.

By:
Name:
Title:

RAINBOW MEDIA HOLDINGS LLC

By:
Name:
Title:

RAINBOW PROGRAMMING HOLDINGS LLC

By:
Name:
Title:

~~RECTIFY PRODUCTIONS LLC~~

By:
Name:
Title:

~~RECTIFY PRODUCTIONS II LLC~~

By:
Name:
Title:

~~RED MONDAY PROGRAMMING LLC~~

By:
Name:
Title:

~~RMH GE HOLDINGS I, INC.~~

By:
Name:
Title:

~~RNC HOLDING CORPORATION~~

By:
Name:
Title:

~~RNC II HOLDING CORPORATION~~

By:
Name:
Title:

~~SELECTS VOD LLC~~

By:
Name:
Title:

~~SLEUTH SECRETS PRODUCTIONS LLC~~

By:
Name:
Title:

~~SUNDANCE CHANNEL (UK) LIMITED~~

By: __
Name:-
Title:

SUNDANCE CHANNEL ASIA LLC

By: __
Name:-
Title:

SUNDANCE CHANNEL EUROPE LLC

By: __
Name:-
Title:

~~SUNDANCE CHANNEL L.L.C.~~

By: __
Name:-
Title:

~~SUNDANCE CHANNEL ORIGINALS LLC~~

By: __
Name:-
Title:

SUNDANCE FILM HOLDINGS LLC

By: __
Name:-
Title:

~~TURN PRODUCTIONS LLC~~ SUNDANCETV LLC

VOOM HD HOLDINGS LLC

WE TV ASIA LLC

WE TV HOLDINGS LLC

WE TV LLC

WEDDING CENTRAL LLC

YEAH IPTV LLC

By: /s/ John Hsu

Name: John Hsu

Title: Senior Vice President and Treasurer

[Signature Page to AMC Networks Inc. Credit Agreement Amendment No. 1]

BADLANDS PRODUCTIONS I LLC
COBALT PRODUCTIONS LLC
CROSSED PENS DEVELOPMENT LLC
DIPLOMAT PRODUCTIONS LLC
FIVE FAMILIES PRODUCTIONS I LLC
FIVE MOONS PRODUCTIONS I LLC
GALYNTINE PRODUCTIONS LLC
HALT AND CATCH FIRE PRODUCTIONS I LLC
HALT AND CATCH FIRE PRODUCTIONS II LLC
HALT AND CATCH FIRE PRODUCTIONS LLC
KNIFEMAN PRODUCTIONS LLC
KOPUS PRODUCTIONS II LLC
KOPUS PRODUCTIONS LLC
PEACH PIT PROPERTIES LLC
PHILLY PRODUCTIONS LLC
RECTIFY PRODUCTIONS II LLC
RECTIFY PRODUCTIONS III LLC
RECTIFY PRODUCTIONS LLC
RED MONDAY PROGRAMMING LLC
ROUGHHOUSE PRODUCTIONS I LLC
SILVERSMITH PRODUCTIONS LLC
SLEUTH SECRETS PRODUCTIONS LLC
TURN PRODUCTIONS I LLC

By:
Name:-
Title:

~~TWD~~**TURN PRODUCTIONS II LLC**

By:
Name:-
Title:

TURN PRODUCTIONS LLC
TWD PRODUCTIONS II LLC

By:
Name:-
Title:

TWD PRODUCTIONS III LLC

By:

Name:

Title:

TWD PRODUCTIONS IV LLC

By:

Name:

Title:

TWD PRODUCTIONS LLC

TWD PRODUCTIONS V LLC

TWD PRODUCTIONS VI LLC

By: /s/ Stefan Reinhardt

Name: Stefan Reinhardt

Title: Senior Vice President

~~VOOM HD HOLDINGS~~

IFC TV STUDIOS LLC

By: /s/ Lee Goldberg

Name:

Title:

~~WE TV ASIA LLC~~

By: ~~—~~

~~Name:~~

~~Title:~~

~~WE TV HOLDINGS LLC~~

By: ~~—~~

~~Name:~~

~~Title:~~ Lee Goldberg.

~~Title:~~ Director, Legal and Business Affairs

AMC TV STUDIOS LLC
MAKING WAVES STUDIO PRODUCTIONS LLC

By: /s/ Mary Martin
Name: Mary Martin
Title: Senior Vice President

[Signature Page to AMC Networks Inc. Credit Agreement [Amendment No. 1](#)]

WE TV STUDIOS LLC

By: /s/ Ruth Sandhaas
Name: [Ruth Sandhaas](#)
Title: [Vice President – Finance](#)

~~WE: WOMEN'S ENTERTAINMENT LLC~~

By:
Name:-
Title:

~~WEDDING CENTRAL LLC~~

By:
Name:-
Title:

~~YEAH IPTV LLC~~

By:
Name:-
Title:

COMIC SCRIBE LLC

By: /s/ Brian Gottlock

Name: Brian Gottlock

Title: Vice President, Legal and Business Affairs

[Signature Page to AMC Networks Inc. Credit Agreement [Amendment No. 1](#)]

PENS DOWN LLC

By: /s/ Dom Atteritano

Name: Dom Atteritano

Title: Senior Vice President - Legal and Business Affairs

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PREMIER QUILLS LLC
HAP AND LEONARD PRODUCTIONS I LLC

By: /s/ Alysse Bezahler

Name: Alysse Bezahler

Title: Vice President, Production

[Signature Page to AMC Networks Inc. Credit Agreement [Amendment No. 1](#)]

SUNDANCE CHANNEL ORIGINALS LLC

By: /s/ Meg Bogdan

Name: Meg Bogdan

Title: Vice President, Legal and Business Affairs

[Signature Page to AMC Networks Inc. Credit Agreement [Amendment No. 1](#)]

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent, Collateral Agent, L/C Issuer; [and](#) Swingline ~~Lender and a~~
Lender

By: /s/ [Lender Signature]

Name:

Title:

[Signature Page to AMC Networks Inc. Credit Agreement [Amendment No. 1](#)]

AMC NETWORKS INC. AND SUBSIDIARIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(Dollars in thousands)

	Years Ended December 31,				
	2014	2013	2012	2011	2010
Earnings:					
Income from continuing operations before income taxes	\$ 397,028	\$ 469,001	\$ 222,274	\$ 210,610	\$ 206,262
Fixed charges	137,814	121,073	132,716	100,307	79,921
Total earnings as adjusted	<u>\$ 534,842</u>	<u>\$ 590,074</u>	<u>\$ 354,990</u>	<u>\$ 310,917</u>	<u>\$ 286,183</u>
Fixed Charges:					
Interest Expense (*)	\$ 130,262	\$ 115,860	\$ 127,778	\$ 95,870	\$ 75,800
Portion of rents representative of an interest factor	7,552	5,213	4,938	4,437	4,121
Total fixed charges	<u>\$ 137,814</u>	<u>\$ 121,073</u>	<u>\$ 132,716</u>	<u>\$ 100,307</u>	<u>\$ 79,921</u>
Ratio of Earnings to Fixed Charges	<u>3.9</u>	<u>4.9</u>	<u>2.7</u>	<u>3.1</u>	<u>3.6</u>

(*) Interest expense includes the amortized premiums, discounts and capitalized expenses related to indebtedness.

Material Subsidiaries of the Registrant

AMC Networks Inc.

Subsidiary	Jurisdiction of Formation	Percent Owned
AMC Network Entertainment LLC	New York	100%
AMC Networks Broadcasting & Technology	New York	100%
AMC/Sundance Channel Global Networks LLC	Delaware	100%
AMC Networks Central Europe Kft	Hungary	100%
Digital Media Centre B.V.	Netherlands	100%
AMC CMC HoldCo Limited	United Kingdom	100%
Chello Zone Holdings Limited	United Kingdom	100%
IFC Entertainment Holdings LLC	Delaware	100%
IFC TV LLC	Delaware	100%
Plator Holding B.V.	Netherlands	100%
Rainbow Media Holdings LLC	Delaware	100%
Rainbow Programming Holdings LLC	Delaware	100%
SundanceTV LLC	Delaware	100%
WE tv LLC	Delaware	100%

Consent of Independent Registered Public Accounting Firm

The Board of Directors
AMC Networks Inc.:

We consent to the incorporation by reference in the registration statements (No. 333-185361) on Form S-3 and (No. 333-175206 and No. 333-189096) on Form S-8 of AMC Networks Inc. of our reports dated February 26, 2015, with respect to the consolidated balance sheets of AMC Networks Inc. as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, stockholders' deficiency, and cash flows for each of the years in the three-year period ended December 31, 2014, and the related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2014, which reports appear in the December 31, 2014 annual report on Form 10-K of AMC Networks Inc.

Our report dated February 26, 2015, on the effectiveness of internal control over financial reporting as of December 31, 2014, contains an explanatory paragraph that states AMC Networks Inc. acquired Chellomedia on January 31, 2014 and New Video Channel America, LLC (New Video) on October 23, 2014, and management has excluded from its assessment of the effectiveness of AMC Networks Inc. and subsidiaries' internal control over financial reporting as of December 31, 2014, these acquired business' internal controls over financial reporting associated with 17% of revenues, net and 15% of total assets of the related consolidated financial statement amounts as of and for the year ended December 31, 2014. Our audit of internal control over financial reporting of AMC Networks Inc. and subsidiaries also excluded an evaluation of the internal control over financial reporting of Chellomedia and New Video.

/s/ KPMG LLP

New York, New York
February 26, 2015

I, Joshua W. Sapan, certify that:

1. I have reviewed this report on Form 10-K of AMC Networks Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the periods covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 26, 2015

By: /s/ Joshua W. Sapan

Joshua W. Sapan

President and Chief Executive Officer

I, Sean S. Sullivan, certify that:

1. I have reviewed this report on Form 10-K of AMC Networks Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the periods covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 26, 2015

By: /s/ Sean S. Sullivan

Sean S. Sullivan

Executive Vice President and Chief Financial Officer

Certifications

Pursuant to 18 U.S.C. § 1350, each of the undersigned officers of AMC Networks Inc. ("AMC Networks") hereby certifies, to such officer's knowledge, that AMC Networks' Annual Report on Form 10-K for the period ended December 31, 2014 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of AMC Networks.

Date: February 26, 2015

By: /s/ Joshua W. Sapan

Joshua W. Sapan

President and Chief Executive Officer

Date: February 26, 2015

By: /s/ Sean S. Sullivan

Sean S. Sullivan

Executive Vice President and Chief Financial Officer