UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☑ **Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended March 31, 2023

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	**27-5403694**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
11 Penn Plaza, New York, NY	**10001**
(Address of principal executive offices)	**(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	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.01 per share	AMCX	The NASDAQ Stock Market LLC

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 every Interactive Data File required to be submitted 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 such files). Yes ☑ No ☐

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

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

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

The number of shares of common stock outstanding as of May 2, 2023:

Class A Common Stock par value $0.01 per share	32,019,659
Class B Common Stock par value $0.01 per share	11,484,408

AMC NETWORKS INC. AND SUBSIDIARIES

FORM 10-Q

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Item 1. Financial Statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts)
(unaudited)

	March 31, 2023	December 31, 2022
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 763,932	$ 930,002
Accounts receivable, trade (less allowance for doubtful accounts of $8,481 and $8,725)	702,681	722,185
Current portion of program rights, net	10,765	10,807
Prepaid expenses and other current assets	229,357	286,875
Total current assets	1,706,735	1,949,869
Property and equipment, net of accumulated depreciation of $361,215 and $344,906	195,817	202,034
Program rights, net	1,869,182	1,762,939
Intangible assets, net	345,286	354,676
Goodwill	647,293	643,419
Deferred tax assets, net	14,197	13,618
Operating lease right-of-use assets	101,811	108,229
Other assets	582,917	599,052
Total assets	$ 5,463,238	$ 5,633,836
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 106,740	$ 172,009
Accrued liabilities	401,206	419,065
Current portion of program rights obligations	325,091	374,115
Deferred revenue	70,785	134,883
Current portion of long-term debt	42,188	33,750
Current portion of lease obligations	35,667	36,411
Total current liabilities	981,677	1,170,233
Program rights obligations	169,553	200,869
Long-term debt, net	2,763,767	2,778,703
Lease obligations	116,380	124,799
Deferred tax liabilities, net	106,907	112,642
Other liabilities	105,993	139,108
Total liabilities	4,244,277	4,526,354
Commitments and contingencies		
Redeemable noncontrolling interests	249,919	253,669
Stockholders' equity:		
Class A Common Stock, $0.01 par value, 360,000 shares authorized, 66,550 and 66,118 shares issued and 31,957 and 31,525 shares outstanding, respectively	665	661
Class B Common Stock, $0.01 par value, 90,000 shares authorized, 11,484 shares issued and outstanding	115	115
Preferred stock, $0.01 par value, 45,000 shares authorized; none issued	—	—
Paid-in capital	360,117	360,251
Accumulated earnings	2,209,251	2,105,641
Treasury stock, at cost (34,593 and 34,593 shares Class A Common Stock, respectively)	(1,419,882)	(1,419,882)
Accumulated other comprehensive loss	(228,470)	(239,798)
Total AMC Networks stockholders' equity	921,796	806,988
Non-redeemable noncontrolling interests	47,246	46,825
Total stockholders' equity	969,042	853,813
Total liabilities and stockholders' equity	$ 5,463,238	$ 5,633,836

See accompanying notes to condensed consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended March 31,	
	2023	**2022**
Revenues, net	$ 717,447	$ 712,157
Operating expenses:		
Technical and operating (excluding depreciation and amortization)	326,729	284,237
Selling, general and administrative	185,606	230,653
Depreciation and amortization	25,875	22,590
Restructuring and other related charges	5,933	—
Total operating expenses	544,143	537,480
Operating income	173,304	174,677
Other income (expense):		
Interest expense	(37,617)	(30,797)
Interest income	7,916	2,460
Miscellaneous, net	4,589	5,828
Total other expense	(25,112)	(22,509)
Income from operations before income taxes	148,192	152,168
Income tax expense	(36,899)	(41,634)
Net income including noncontrolling interests	111,293	110,534
Net income attributable to noncontrolling interests	(7,683)	(6,346)
Net income attributable to AMC Networks' stockholders	$ 103,610	$ 104,188
Net income per share attributable to AMC Networks' stockholders:		
Basic	$ 2.37	$ 2.44
Diluted	$ 2.36	$ 2.38
Weighted average common shares:		
Basic	43,628	42,780
Diluted	43,837	43,715

See accompanying notes to condensed consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2023	**2022**
Net income including noncontrolling interests	$ 111,293	$ 110,534
Other comprehensive income (loss):		
Foreign currency translation adjustment	11,818	(18,593)
Comprehensive income	123,111	91,941
Comprehensive income attributable to noncontrolling interests	(8,173)	(5,515)
Comprehensive income attributable to AMC Networks' stockholders	$ 114,938	$ 86,426

See accompanying notes to condensed consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)
(unaudited)

	Class A Common Stock	Class B Common Stock	Paid-in Capital	Accumulated Earnings	Treasury Stock	Accumulated Other Comprehensive Loss	AMC Networks Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Balance, December 31, 2022	$ 661	$ 115	$ 360,251	$ 2,105,641	$ (1,419,882)	$ (239,798)	$ 806,988	$ 46,825	$ 853,813
Net income attributable to AMC Networks' stockholders	—	—	—	103,610	—	—	103,610	—	103,610
Net income attributable to non-redeemable noncontrolling interests	—	—	—	—	—	—	—	1,413	1,413
Distribution to noncontrolling member	—	—	—	—	—	—	—	(1,482)	(1,482)
Other comprehensive income	—	—	—	—	—	11,328	11,328	490	11,818
Share-based compensation expenses	—	—	5,882	—	—	—	5,882	—	5,882
Net share issuances under employee stock plans	4	—	(6,016)	—	—	—	(6,012)	—	(6,012)
Balance, March 31, 2023	$ 665	$ 115	$ 360,117	$ 2,209,251	$ (1,419,882)	$ (228,470)	$ 921,796	$ 47,246	$ 969,042

	Class A Common Stock	Class B Common Stock	Paid-in Capital	Accumulated Earnings	Treasury Stock	Accumulated Other Comprehensive Loss	AMC Networks Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Balance, December 31, 2021	$ 655	$ 115	$ 347,971	$ 2,098,047	$ (1,419,882)	$ (175,818)	$ 851,088	$ 51,584	$ 902,672
Net income attributable to AMC Networks' stockholders	—	—	—	104,188	—	—	104,188	—	104,188
Net income attributable to non-redeemable noncontrolling interests	—	—	—	—	—	—	—	2,439	2,439
Distributions to noncontrolling member	—	—	—	—	—	—	—	(1,565)	(1,565)
Other comprehensive loss	—	—	—	—	—	(17,762)	(17,762)	(831)	(18,593)
Share-based compensation expenses	—	—	8,129	—	—	—	8,129	—	8,129
Net share issuances under employee stock plans	5	—	(20,297)	—	—	—	(20,292)	—	(20,292)
Balance, March 31, 2022	$ 660	$ 115	$ 335,803	$ 2,202,235	$ (1,419,882)	$ (193,580)	$ 925,351	$ 51,627	$ 976,978

See accompanying notes to condensed consolidated financial statements.

AMC NETWORKS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands) / (unaudited)

	Three Months Ended March 31,	
	2023	**2022**
Cash flows from operating activities:		
Net income including noncontrolling interests	$ 111,293	$ 110,534
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	25,875	22,590
Share-based compensation expenses related to equity classified awards	5,645	8,129
Amortization of program rights	187,073	192,852
Amortization of deferred carriage fees	5,100	8,657
Unrealized foreign currency transaction loss	1,626	1,073
Amortization of deferred financing costs and discounts on indebtedness	1,938	1,898
Bad debt expense	363	820
Deferred income taxes	(6,269)	21,430
Gain on investments	—	(4,293)
Other, net	(260)	(2,447)
Changes in assets and liabilities:		
Accounts receivable, trade	15,893	37,510
Prepaid expenses and other assets	78,442	(1,910)
Program rights and obligations, net	(370,304)	(340,300)
Income taxes payable	1,084	8,039
Deferred revenue	(64,702)	6,715
Deferred carriage fees, net	(2,410)	(9,934)
Accounts payable, accrued liabilities and other liabilities	(122,906)	(84,918)
Net cash used in operating activities	(132,519)	(23,555)
Cash flows from investing activities:		
Capital expenditures	(11,498)	(11,528)
Return of capital from investees	—	1,771
Proceeds from sale of investments	4,493	—
Net cash used in investing activities	(7,005)	(9,757)
Cash flows from financing activities:		
Principal payments on long-term debt	(8,438)	(8,438)
Deemed repurchases of restricted stock units	(6,012)	(20,292)
Principal payments on finance lease obligations	(1,015)	(716)
Distributions to noncontrolling interests	(11,502)	(1,565)
Purchase of noncontrolling interests	(1,343)	—
Net cash used in financing activities	(28,310)	(31,011)
Net decrease in cash and cash equivalents from operations	(167,834)	(64,323)
Effect of exchange rate changes on cash and cash equivalents	1,764	(6,272)
Cash and cash equivalents at beginning of period	930,002	892,221
Cash and cash equivalents at end of period	$ 763,932	$ 821,626

See accompanying notes to condensed consolidated financial statements.

Note 1. Description of Business and Basis of Presentation

Description of Business

AMC Networks Inc. ("AMC Networks") and its subsidiaries (collectively referred to as the "Company," "we," "us," or "our") own and operate entertainment businesses and assets. The Company is comprised of two operating segments:

- *Domestic Operations:* Includes our programming services and AMC Broadcasting & Technology. Our programming services consist of our five national programming networks, our global streaming services, our AMC Studios operation and IFC Films. Our national programming networks are AMC, WE tv, BBC AMERICA, IFC, and SundanceTV. Our global streaming services consist of our targeted subscription streaming services (Acorn TV, Shudder, Sundance Now, ALLBLK, and HIDIVE), AMC+ and other streaming initiatives. Our AMC Studios operation produces original programming for our programming networks and also licenses such programming worldwide, and IFC Films is our film distribution business. AMC Networks Broadcasting & Technology, our technical services business, primarily services most of the national programming networks.
- *International and Other*: Includes AMC Networks International ("AMCNI"), our international programming businesses consisting of a portfolio of channels around the world, and 25/7 Media, our production services business.

Basis of Presentation

Principles of Consolidation

The consolidated financial statements include the accounts of AMC Networks and its subsidiaries in which a controlling financial interest is maintained or variable interest entities ("VIEs") in which the Company has determined it is the primary beneficiary. 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 of accounting.

Unaudited Interim Financial Statements

These condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and Article 10 of Regulation S-X of the Securities and Exchange Commission ("SEC"), and should be read in conjunction with the Company's consolidated financial statements and notes thereto for the year ended December 31, 2022 contained in the Company's Annual Report on Form 10-K ("2022 Form 10-K") filed with the SEC. The condensed consolidated financial statements presented in this Quarterly Report on Form 10-Q are unaudited; however, in the opinion of management, such financial statements reflect all adjustments, consisting solely of normal recurring adjustments, necessary for a fair presentation of the results for the interim periods presented.

The results of operations for interim periods are not necessarily indicative of the results that might be expected for future interim periods or for the full year ending December 31, 2023.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("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 useful lives and methodologies used to amortize and assess recoverability of program rights, the estimated useful lives of intangible assets and the valuation and recoverability of goodwill and intangible assets.

Note 2. Revenue Recognition

Transaction Price Allocated to Future Performance Obligations

As of March 31, 2023, other than contracts for which the Company has applied the practical expedients, the aggregate amount of transaction price allocated to future performance obligations was not material to our consolidated revenues.

Contract Balances from Contracts with Customers

The following table provides information about receivables, contract assets, and contract liabilities from contracts with customers.

(In thousands)	March 31, 2023	December 31, 2022
Balances from contracts with customers:		
Accounts receivable (including long-term receivables within Other assets)	$ 882,396	$ 1,003,505
Contract assets, short-term (included in Prepaid expenses and other current assets)	6,882	48,594
Contract liabilities, short-term (Deferred revenue)	70,785	134,883
Contract liabilities, long-term (Deferred revenue included in Other liabilities)	88	683

Revenue recognized for the three months ended March 31, 2023 and 2022 relating to the contract liability at December 31, 2022 and 2021 was $82.6 million and $29.4 million, respectively.

Note 3. Net Income per Share

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

	Three Months Ended March 31,	
(In thousands)	2023	2022
Basic weighted average common shares outstanding	43,628	42,780
Effect of dilution:		
Restricted stock units	209	935
Diluted weighted average common shares outstanding	43,837	43,715

As of March 31, 2023 and March 31, 2022, 0.8 million and 0.2 million, respectively, of restricted stock units have been excluded from diluted weighted average common shares outstanding, as their impact would have been anti-dilutive.

Stock Repurchase Program

The Company's Board of Directors previously authorized a program to repurchase up to $1.5 billion of its outstanding shares of common stock (the "Stock Repurchase Program"). The Stock Repurchase Program has no pre-established closing date and may be suspended or discontinued at any time. For the three months ended March 31, 2023 and 2022, the Company did not repurchase any shares of its Class A Common Stock. As of March 31, 2023, the Company had $135.3 million of authorization remaining for repurchase under the Stock Repurchase Program.

Note 4. Restructuring and Other Related Charges

On November 28, 2022, the Company commenced a restructuring plan (the “Plan”) designed to achieve significant cost reductions in light of “cord cutting” and the related impacts being felt across the media industry as well as the broader economic outlook. The Plan encompasses initiatives that include, among other things, strategic programming assessments and organizational restructuring costs. The Plan is intended to improve the organizational design of the Company through the elimination of certain roles and centralization of certain functional areas of the Company. The programming assessments pertain to a broad mix of owned and licensed content, including legacy television series and films that will no longer be in active rotation on the Company’s linear or streaming platforms. As a result of the Plan, the Company recorded restructuring and other related charges of $5.9 million for the three months ended March 31, 2023 consisting primarily of severance and other personnel costs.

There were no restructuring and other related charges for the three months ended March 31, 2022.

The following table summarizes the restructuring and other related charges recognized by operating segment:

(In thousands)	Three Months Ended March 31, 2023
Domestic Operations	$ 818
International and Other	1,385
Corporate / Inter-segment eliminations	3,730
Total restructuring and other related charges	$ 5,933

The following table summarizes the accrued restructuring and other related costs:

(In thousands)	Severance and Employee-Related Costs	Content Impairments and Other Exit Costs	Total
Balance at December 31, 2022	$ 37,150	$ 74,724	$ 111,874
Charges (credits)	6,206	(273)	5,933
Cash payments	(15,934)	(40,952)	(56,886)
Other	20	527	547
Balance at March 31, 2023	$ 27,442	$ 34,026	$ 61,468

Accrued restructuring and other related costs of $58.7 million and $2.8 million are included in Accrued liabilities and Other liabilities, respectively, in the consolidated balance sheet at March 31, 2023. Accrued restructuring and other related costs of $108.0 million and $3.9 million are included in Accrued liabilities and Other liabilities, respectively, in the consolidated balance sheet at December 31, 2022.

Note 5. Program Rights

Total capitalized produced and licensed content by predominant monetization strategy is as follows:

	March 31, 2023		
(In thousands)	Predominantly Monetized Individually	Predominantly Monetized as a Group	Total
Owned original program rights, net:			
Completed	$ 217,577	$ 369,878	$ 587,455
In-production and in-development	62,655	362,921	425,576
Total owned original program rights, net	$ 280,232	$ 732,799	$ 1,013,031
Licensed program rights, net:			
Licensed film and acquired series	$ 2,084	$ 611,963	$ 614,047
Licensed originals	5,807	167,274	173,081
Advances and content versioning costs	—	79,788	79,788
Total licensed program rights, net	7,891	859,025	866,916
Program rights, net	**$ 288,123**	**$ 1,591,824**	**$ 1,879,947**
Current portion of program rights, net			$ 10,765
Program rights, net (long-term)			1,869,182
			$ 1,879,947

	December 31, 2022		
(In thousands)	Predominantly Monetized Individually	Predominantly Monetized as a Group	Total
Owned original program rights, net:			
Completed	$ 215,496	$ 322,248	$ 537,744
In-production and in-development	45,098	294,086	339,184
Total owned original program rights, net	$ 260,594	$ 616,334	$ 876,928
Licensed program rights, net:			
Licensed film and acquired series	$ 3,092	$ 642,768	$ 645,860
Licensed originals	5,373	171,418	176,791
Advances and content versioning costs	—	74,167	74,167
Total licensed program rights, net	8,465	888,353	896,818
Program rights, net	**$ 269,059**	**$ 1,504,687**	**$ 1,773,746**
Current portion of program rights, net			$ 10,807
Program rights, net (long-term)			1,762,939
			$ 1,773,746

Amortization of owned and licensed program rights, included in Technical and operating expenses in the condensed consolidated statements of income, is as follows:

	Three Months Ended March 31, 2023		
(In thousands)	Predominantly Monetized Individually	Predominantly Monetized as a Group	Total
Owned original program rights	$ 21,303	$ 44,936	$ 66,239
Licensed program rights	1,664	119,170	120,834
Program rights amortization	$ 22,967	$ 164,106	$ 187,073

	Three Months Ended March 31, 2022		
(In thousands)	Predominantly Monetized Individually	Predominantly Monetized as a Group	Total
Owned original program rights	$ 49,840	$ 16,935	$ 66,775
Licensed program rights	7,608	118,469	126,077
Program rights amortization	$ 57,448	$ 135,404	$ 192,852

For programming rights predominantly monetized individually or as a group, the Company periodically reviews the programming usefulness of licensed and owned original program rights based on several factors, including expected future revenue generation from airings on the Company's networks and streaming services and other exploitation opportunities, ratings, type and quality of program material, standards and practices, and fitness for exhibition through various forms of distribution. If events or changes in circumstances indicate that the fair value of a film predominantly monetized individually or a film group is less than its unamortized cost, the Company will write off the excess to technical and operating expenses in the consolidated statements of income. Program rights with no future programming usefulness are substantively abandoned resulting in the write-off of remaining unamortized cost. There were no significant program rights write-offs included in technical and operating expenses for the three months ended March 31, 2023 or 2022.

In the normal course of business, the Company may qualify for tax incentives through eligible investments in productions. Receivables related to tax incentives earned on production spend were $155.2 million and $143.1 million as of March 31, 2023 and December 31, 2022, respectively, recorded in Prepaid expenses and other current assets, and $119.4 million and $104.5 million as of March 31, 2023 and December 31, 2022, respectively, recorded in Other assets.

Note 6. Investments

The Company holds several investments in and loans to non-consolidated entities which are included in Other assets in the condensed consolidated balance sheet.

Equity Method Investments

Equity method investments were $80.5 million and $79.6 million at March 31, 2023 and December 31, 2022, respectively.

Marketable Equity Securities

The Company classifies publicly traded investments with readily determinable fair values that are not accounted for under the equity method as marketable equity securities. Marketable equity securities are recorded at cost and adjusted to fair value at each reporting period. The changes in fair value between measurement dates are recorded in miscellaneous, net in the condensed consolidated statements of income.

There were no investments in marketable equity securities at March 31, 2023 or December 31, 2022.

There were no realized or unrealized gains or losses on marketable equity securities for the three months ended March 31, 2023. There were $4.3 million of unrealized gains on marketable equity securities for the three months ended March 31, 2022 included in miscellaneous, net in the condensed consolidated statements of income.

Non-marketable Equity Securities

The Company classifies investments without readily determinable fair values that are not accounted for under the equity method as non-marketable equity securities.

Investments in non-marketable equity securities were $41.5 million and $42.7 million at March 31, 2023 and December 31, 2022, respectively. The changes in value as a result of observable price changes, if any, are recorded in miscellaneous, net in the condensed consolidated statement of income. The Company recognized an impairment charge of $1.2 million on an investment for the three months ended March 31, 2023, which was included in miscellaneous, net in the consolidated statements of income.

Note 7. Goodwill and Other Intangible Assets

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

(In thousands)	Domestic Operations	International and Other	Total
December 31, 2022	$ 349,292	$ 294,127	$ 643,419
Amortization of "second component" goodwill	(336)	—	(336)
Foreign currency translation	—	4,210	4,210
March 31, 2023	$ 348,956	$ 298,337	$ 647,293

As of March 31, 2023 and December 31, 2022, accumulated impairment charges in the International and Other segment totaled $163.8 million.

The reduction of $0.3 million in the carrying amount of goodwill for Domestic Operations 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.

The following tables summarize information relating to the Company's identifiable intangible assets:

	March 31, 2023			
(In thousands)	**Gross**	**Accumulated Amortization**	**Net**	**Estimated Useful Lives**
Amortizable intangible assets:				
Affiliate and customer relationships	$ 637,114	$ (383,494)	$ 253,620	6 to 25 years
Advertiser relationships	46,282	(35,495)	10,787	11 years
Trade names and other amortizable intangible assets	106,164	(45,185)	60,979	3 to 20 years
Total amortizable intangible assets	789,560	(464,174)	325,386	
Indefinite-lived intangible assets:				
Trademarks	19,900	—	19,900	
Total intangible assets	$ 809,460	$ (464,174)	$ 345,286	

	December 31, 2022		
(In thousands)	**Gross**	**Accumulated Amortization**	**Net**
Amortizable intangible assets:			
Affiliate and customer relationships	$ 634,000	$ (373,240)	$ 260,760
Advertiser relationships	46,282	(34,443)	11,839
Trade names and other amortizable intangible assets	105,338	(43,161)	62,177
Total amortizable intangible assets	785,620	(450,844)	334,776
Indefinite-lived intangible assets:			
Trademarks	19,900	—	19,900
Total intangible assets	$ 805,520	$ (450,844)	$ 354,676

Aggregate amortization expense for amortizable intangible assets for the three months ended March 31, 2023 and 2022 was $10.4 million and $10.6 million, respectively. Estimated aggregate amortization expense for intangible assets subject to amortization for each of the following five years is:

(In thousands)	
Years Ending December 31,	
2023	$ 41,648
2024	41,587
2025	39,849
2026	35,485
2027	30,775

Note 8. Accrued Liabilities

Accrued liabilities consist of the following:

(In thousands)	March 31, 2023	December 31, 2022
Employee related costs	$ 108,760	$ 97,362
Participations and residuals	140,315	138,384
Interest	21,879	37,105
Restructuring and other related charges	58,729	107,998
Other accrued expenses	71,523	38,216
Total accrued liabilities	$ 401,206	$ 419,065

Note 9. Long-term Debt

The Company's long-term debt consists of the following:

(In thousands)	March 31, 2023	December 31, 2022
Senior Secured Credit Facility: [(a)]		
Term Loan A Facility	$ 632,813	$ 641,250
Senior Notes:		
5.00% Notes due April 2024	400,000	400,000
4.75% Notes due August 2025	800,000	800,000
4.25% Notes due February 2029	1,000,000	1,000,000
Total long-term debt	2,832,813	2,841,250
Unamortized discount	(17,588)	(18,718)
Unamortized deferred financing costs	(9,270)	(10,079)
Long-term debt, net	2,805,955	2,812,453
Current portion of long-term debt	42,188	33,750
Noncurrent portion of long-term debt	$ 2,763,767	$ 2,778,703

(a) The Company's revolving credit facility remains undrawn at March 31, 2023. Total undrawn revolver commitments are available to be drawn for general corporate purposes of the Company.

During the three months ended March 31, 2023, the Company repaid a total of $8.4 million of the principal amount of the Term Loan A Facility in accordance with the terms of the agreement.

In April 2023, the Company entered into Amendment No. 2 ("Amendment No. 2") to the Second Amended and Restated Credit Agreement (the "Credit Agreement"). Amendment No. 2 (i) reduced the aggregate principal amount of the revolving loan commitments under the Credit Agreement from $500 million to $400 million, (ii) replaced the interest rate based on London Interbank Offered Rate with an interest rate based on the Secured Overnight Financing Rate, (iii) increased the Company's ability to incur additional debt in the future to provide additional flexibility for future financings, including increasing the amount of the incremental debt basket to the greater of $1.2 billion and the amount that would not cause the senior secured leverage ratio to exceed 3.00 to 1.00 on a pro forma basis and (iv) made certain other modifications to the Credit Agreement.

Other Debt

During the first quarter of 2023, a majority owned subsidiary of the Company extended its credit facility totaling $4.5 million to July 21, 2023. The facility bears interest at the greater of 3.5% or the prime rate plus 1%. There were no outstanding borrowings under the credit facility as of March 31, 2023.

Note 10. Leases

The following table summarizes the leases included in the condensed consolidated balance sheets as follows:

(In thousands)	Balance Sheet Location	March 31, 2023	December 31, 2022
Assets			
Operating	Operating lease right-of-use assets	$ 101,811	$ 108,229
Finance	Property and equipment, net	10,708	10,982
Total lease assets		$ 112,519	$ 119,211
Liabilities			
Current:			
Operating	Current portion of lease obligations	$ 31,584	$ 32,207
Finance	Current portion of lease obligations	4,083	4,204
		$ 35,667	$ 36,411
Noncurrent:			
Operating	Lease obligations	$ 98,190	$ 105,768
Finance	Lease obligations	18,190	19,031
		$ 116,380	$ 124,799
Total lease liabilities		$ 152,047	$ 161,210

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 March 31, 2023 and December 31, 2022:

(In thousands)	Level I	Level II	Level III	Total
At March 31, 2023:				
Assets				
Foreign currency derivatives	$ —	$ 3,954	$ —	$ 3,954
Liabilities				
Foreign currency derivatives	—	6,930	—	6,930
At December 31, 2022:				
Assets				
Cash equivalents	$ 80,000	$ —	$ —	$ 80,000
Foreign currency derivatives	—	536	—	536
Liabilities				
Foreign currency derivatives	—	8,965	—	8,965

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

The Company's foreign currency derivatives are classified within Level II of the fair value hierarchy as their fair values are determined based on a market approach valuation technique that uses readily observable market parameters and the consideration of counterparty risk.

At March 31, 2023 and December 31, 2022, the Company did not have any material assets or liabilities measured at fair value on a recurring basis that would be considered Level III.

Fair value measurements are also used in nonrecurring valuations performed in connection with acquisition accounting and impairment testing. These nonrecurring valuations primarily include the valuation of program rights, goodwill, intangible assets and property and equipment. 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.

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

	March 31, 2023	
(In thousands)	Carrying Amount	Estimated Fair Value
Debt instruments:		
Term loan A facility	$ 625,700	$ 598,008
5.00% Notes due April 2024	398,939	393,176
4.75% Notes due August 2025	794,701	707,208
4.25% Notes due February 2029	986,615	612,940
	$ 2,805,955	$ 2,311,332

	December 31, 2022	
(In thousands)	**Carrying Amount**	**Estimated Fair Value**
Debt instruments:		
Term loan A facility	$ 633,486	$ 615,600
5.00% Notes due April 2024	398,687	375,348
4.75% Notes due August 2025	794,171	607,000
4.25% Notes due February 2029	986,109	620,818
	$ 2,812,453	$ 2,218,766

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

Foreign Currency Exchange Rate Risk

We are exposed to foreign currency risk to the extent that we enter into transactions denominated in currencies other than one of our subsidiaries' respective functional currencies (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.

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

(In thousands)	**Balance Sheet Location**	**March 31, 2023**	**December 31, 2022**
Derivatives not designated as hedging instruments:			
Assets:			
Foreign currency derivatives	Prepaid expenses and other current assets	$ 216	$ 141
Foreign currency derivatives	Other assets	3,738	395
Liabilities:			
Foreign currency derivatives	Accrued liabilities	$ 3,301	$ 3,663
Foreign currency derivatives	Current portion of program rights obligations	195	82
Foreign currency derivatives	Other liabilities	3,434	5,220

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

	Location of Gain or (Loss) Recognized in Earnings on Derivatives	**Amount of Gain or (Loss) Recognized in Earnings on Derivatives**	
		Three Months Ended March 31,	
(In thousands)		**2023**	**2022**
Foreign currency derivatives	Miscellaneous, net	$ 4,905	$ (227)

Note 13. Income Taxes

For the three months ended March 31, 2023, income tax expense was $36.9 million, representing an effective tax rate of 25%, as compared to the federal statutory rate of 21%. The effective rate differs from the federal statutory rate due primarily to state and local income tax expense and tax expense for shortfalls related to share-based compensation.

For the three months ended March 31, 2022, income tax expense was $41.6 million, representing an effective tax rate of 27%, as compared to the federal statutory rate of 21%. The effective tax rate differs from the federal statutory rate due primarily to state and local income tax expense, tax expense related to non-deductible compensation and tax expense for an increase in the valuation allowance for foreign taxes.

At March 31, 2023, the Company had foreign tax credit carry forwards of approximately $50.2 million, expiring on various dates from 2024 through 2033. These carryforwards have been reduced by a valuation allowance of $50.2 million as it is more likely than not that these carry forwards will not be realized. For the three months ended March 31, 2023, $0.3 million relating to amortization of tax deductible second component goodwill was realized as a reduction in tax liability (as determined on a 'with-and-without' approach).

As of March 31, 2023, approximately $344.5 million of our consolidated cash and cash equivalents was held by foreign subsidiaries. Of this amount, approximately $225.0 million is expected to be repatriated to the United States with the remaining amount continuing to be reinvested in foreign operations. Tax expense related to the expected repatriation amount has been accrued in the current period and the Company does not expect to incur any significant, additional taxes related to the remaining balance.

Note 14. Commitments and Contingencies

Commitments

As of March 31, 2023, the Company's contractual obligations not reflected on the Company's condensed consolidated balance sheet increased $27.2 million, as compared to December 31, 2022, to $939.4 million. The increase is primarily driven by the renewal of a third-party service contract.

Legal Matters

On August 14, 2017, Robert Kirkman, Robert Kirkman, LLC, Glen Mazzara, 44 Strong Productions, Inc., David Alpert, Circle of Confusion Productions, LLC, New Circle of Confusion Productions, Inc., Gale Anne Hurd, and Valhalla Entertainment, Inc. f/k/a Valhalla Motion Pictures, Inc. (together, the "Plaintiffs") filed a complaint in California Superior Court in connection with Plaintiffs' rendering of services as writers and producers of the television series entitled The Walking Dead, as well as Fear the Walking Dead and/or Talking Dead, and the agreements between the parties related thereto (the "Walking Dead Litigation"). The Plaintiffs asserted that the Company had been improperly underpaying the Plaintiffs under their contracts with the Company and they asserted claims for breach of contract, breach of the implied covenant of good faith and fair dealing, inducing breach of contract, and liability for violation of Cal. Bus. & Prof. Code § 17200. The Plaintiffs sought compensatory and punitive damages and restitution. On August 8, 2019, the judge in the Walking Dead Litigation ordered a trial to resolve certain issues of contract interpretation only. Following eight days of trial in February and March 2020, on July 22, 2020, the judge issued a Statement of Decision finding in the Company's favor on all seven matters of contract interpretation before the court in this first phase trial. On January 20, 2021, the Plaintiffs filed a second amended complaint, eliminating eight named defendants and their claims under Cal. Bus. & Prof. Code § 17200. On May 5, 2021, the Plaintiffs filed a third amended complaint, repleading in part their claims for alleged breach of the implied covenant of good faith and fair dealing, inducing breach of contract, and certain breach of contract claims. On June 2, 2021, the Company filed a demurrer and motion to strike seeking to dismiss the claim for breach of the implied covenant of good faith and fair dealing and certain tort and breach of contract claims asserted in the third amended complaint. On July 27, 2021, the court granted in part and denied in part the Company's motion. On January 12, 2022, the Company filed a motion for summary adjudication of many of the remaining claims. On April 6, 2022, the court granted the Company's summary adjudication motion in part, dismissing the Plaintiffs' claims for breach of the implied covenant of good faith and fair dealing and inducing breach of contract. In December 2022, the parties entered into an agreement to resolve through confidential binding arbitration the remaining claims in the litigation (consisting mainly of ordinary course profit participation audit claims), which had been scheduled for a February 2023 jury trial. The arbitration is expected to commence on October 16, 2023. As a result, on January 9, 2023, the Plaintiffs filed with the court a notice of dismissal of the remaining claims, and on January 19, 2023, the court formally dismissed the case. On January, 26, 2023, the Plaintiffs filed a notice of appeal of the court's post-trial, demurrer, and summary adjudication decisions. The Company believes the two remaining claims in the case for breach of contract, which will now be resolved through confidential binding arbitration, are without merit and is continuing to defend against them. At this time, no determination can be made as to the ultimate outcome of this litigation or the potential liability, if any, on the part of the Company.

On November 14, 2022, the Plaintiffs filed a separate complaint in California Superior Court (the “MFN Litigation”) in connection with the Company’s July 16, 2021 settlement agreement with Frank Darabont (“Darabont”), Ferenc, Inc., Darkwoods Productions, Inc., and Creative Artists Agency, LLC (the “Darabont Parties”), which resolved litigations the Darabont Parties had brought in connection with Darabont's rendering services as a writer, director and producer of the television series entitled The Walking Dead and the agreement between the parties related thereto (the “Darabont Settlement”). Plaintiffs assert claims for breach of contract, alleging that the Company breached the most favored nations (“MFN”) provisions of Plaintiffs’ contracts with the Company by failing to pay them additional contingent compensation as a result of the Darabont Settlement (the “MFN Litigation”). Plaintiffs claim in the MFN Litigation that they are entitled to actual and compensatory damages in excess of $200 million. The Plaintiffs also bring a cause of action to enjoin an arbitration the Company commenced in May 2022 concerning the same dispute. On December 15, 2022, the Company removed the MFN Litigation to the United States District Court for the Central District of California. On January 13, 2023, the Company filed a motion to dismiss the MFN Litigation and informed the court that the Company had withdrawn the arbitration Plaintiffs sought to enjoin. The motion is fully briefed and awaiting decision. The court has scheduled a trial date of September 17, 2024. The Company believes that the asserted claims are without merit and will vigorously defend against them if they are not dismissed. At this time, no determination can be made as to the ultimate outcome of this litigation or the potential liability, if any, on the part of the Company.

The Company is party to various lawsuits and claims in the ordinary course of business, including the matters described above, as well as other lawsuits and claims relating to employment, intellectual property, and privacy and data protection matters. Although the outcome of these matters cannot be predicted with certainty and while the impact of these matters on the Company's results of operations in any particular subsequent reporting period could be material, 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 15. Equity Plans

In February 2023, AMC Networks granted 297,325 restricted stock units ("RSUs") under the AMC Networks Inc. Amended and Restated 2016 Employee Stock Plan to its chief executive officer. The RSUs vest ratably over a three-year period.

During the three months ended March 31, 2023, 748,181 RSUs of AMC Networks Class A Common Stock previously issued to employees of the Company vested. On the vesting date, 315,874 RSUs were surrendered to the Company to cover the required statutory tax withholding obligations and 432,307 shares of AMC Networks Class A Common Stock were issued. Units are surrendered to satisfy the employees' statutory minimum tax withholding obligations for the applicable income and other employment tax. The units surrendered during the three months ended March 31, 2023 had an aggregate value of $6.0 million, which has been reflected as a financing activity in the condensed consolidated statement of cash flows for the three months ended March 31, 2023.

The Company recorded share-based compensation expenses of $5.9 million (including $0.3 million recorded as part of Restructuring and other related charges) and $8.1 million for the three months ended March 31, 2023 and 2022, respectively. Share-based compensation expenses are recognized in the consolidated statements of income as part of selling, general and administrative expenses.

As of March 31, 2023, there was $17.6 million of total unrecognized share-based compensation cost related to outstanding unvested share-based awards. The unrecognized compensation cost is expected to be recognized over a weighted average remaining period of approximately 2.2 years.

Note 16. Noncontrolling Interests

Redeemable Noncontrolling Interests

The following table summarizes activity related to redeemable noncontrolling interest for the three months ended March 31, 2023 and 2022:

(In thousands)	Three Months Ended March 31, 2023
December 31, 2022	$ 253,669
Net earnings	6,270
Distributions	(10,020)
March 31, 2023	$ 249,919

(In thousands)	Three Months Ended March 31, 2022
December 31, 2021	$ 283,849
Net earnings	3,907
March 31, 2022	$ 287,756

Note 17. Related Party Transactions

The Company and its related parties enter into transactions with each other in the ordinary course of business. Revenues, net from related parties amounted to $1.3 million and $1.3 million for the three months ended March 31, 2023 and 2022, respectively. Amounts charged to the Company, included in selling, general and administrative expenses, pursuant to transactions with its related parties amounted to $3.3 million and $0.6 million for the three months ended March 31, 2023 and 2022, respectively.

As disclosed in Note 20 of the Company's 2022 Annual Report on Form 10-K, from time to time the Company enters into arrangements with 605, LLC. James L. Dolan, the Non-Executive Chairman and a director of the Company, and his spouse, Kristin A. Dolan, the Chief Executive Officer of the Company, own 50% of 605, LLC. Kristin A. Dolan is also the Non-executive Chairman and founder of 605, LLC, and served as its Chief Executive Officer from its inception in 2016 until February 2023. 605, LLC provides audience measurement and data analytics services to the Company and its subsidiaries pursuant to a Master Services Agreement dated February 8, 2019 (the "Master Services Agreement").

On August 1, 2022, the Audit Committee authorized the Company to enter into a Statement of Work for Strategic Analytic Services (the "Statement of Work") with 605, LLC under the Master Services Agreement. The fees payable to 605, LLC by the Company for these services are $10.5 million payable in five installments. The initial term of the Statement of Work ran from August 1, 2022 to December 31, 2022. The term was automatically extended to June 30, 2023 per the terms of the agreement.

Under the Statement of Work, 605, LLC is engaged in a strategic, research, market, business and financial assessment of the Company and its business, partnering with the Company's management team. 605, LLC utilizes their expertise, including assessment of extensive real-time business intelligence and consumer research, to enable potential further acceleration of the Company's long-term growth and value creation. Among the analytic services provided by 605, LLC are situation analysis, customer experience, data utilization, addressing the market, content strategy and overview, sales strategy, pricing analysis, customer profiles, content (by offering), marketing strategy and financial analysis.

Note 18. Cash Flows

The Company's non-cash investing and financing activities and other supplemental data are as follows:

(In thousands)	Three Months Ended March 31, 2023	2022
Non-Cash Investing and Financing Activities:		
Operating lease additions	$ —	$ 1,862
Capital expenditures incurred but not yet paid	5,606	5,284
Supplemental Data:		
Cash interest paid	50,791	44,073
Income taxes paid, net	6,507	5,588

Note 19. Segment Information

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

The Company evaluates segment performance based on several factors, of which the primary financial measure is operating segment adjusted operating income ("AOI"). The Company defines AOI as operating income (loss) before depreciation and amortization, cloud computing amortization, share-based compensation expenses or benefit, impairment and other charges (including gains or losses on sales or dispositions of businesses), restructuring and other related charges and including the Company's proportionate share of adjusted operating income (loss) from majority-owned equity method investees. The Company has presented the components that reconcile adjusted operating income to operating income, and other information as to the continuing operations of the Company's operating segments below.

(In thousands)	Three Months Ended March 31, 2023: Domestic Operations	International and Other	Corporate / Inter-segment Eliminations	Consolidated
Revenues, net				
Subscription	$ 347,530	$ 56,690	$ —	$ 404,220
Content licensing and other	103,263	32,860	(2,479)	133,644
Distribution and other	450,793	89,550	(2,479)	537,864
Advertising	161,061	18,522	—	179,583
Consolidated revenues, net	$ 611,854	$ 108,072	$ (2,479)	$ 717,447
Operating income (loss)	$ 199,488	$ 14,142	$ (40,326)	$ 173,304
Share-based compensation expenses	4,447	839	359	5,645
Depreciation and amortization	11,854	4,771	9,250	25,875
Restructuring and other related charges	818	1,385	3,730	5,933
Cloud computing amortization	5	—	2,225	2,230
Majority-owned equity investees AOI	2,776	—	—	2,776
Adjusted operating income (loss)	$ 219,388	$ 21,137	$ (24,762)	$ 215,763

	Three Months Ended March 31, 2022			
(In thousands)	**Domestic Operations**	**International and Other**	**Corporate / Inter-segment Eliminations**	**Consolidated**
Revenues, net				
Subscription	$ 343,748	$ 60,412	$ —	$ 404,160
Content licensing and other	61,254	27,054	(3,237)	85,071
Distribution and other	405,002	87,466	(3,237)	489,231
Advertising	200,541	22,385	—	222,926
Consolidated revenues, net	$ 605,543	$ 109,851	$ (3,237)	$ 712,157
Operating income (loss)	$ 198,522	$ 17,355	$ (41,200)	$ 174,677
Share-based compensation expenses	3,673	754	3,702	8,129
Depreciation and amortization	12,136	4,903	5,551	22,590
Cloud computing amortization	7	—	900	907
Majority-owned equity investees AOI	4,881	—	—	4,881
Adjusted operating income (loss)	$ 219,219	$ 23,012	$ (31,047)	$ 211,184

Subscription revenues in the Domestic Operations segment include revenues related to the Company's streaming services of $140.9 million and $109.6 million for the three months ended March 31, 2023 and 2022, respectively.

Corporate overhead costs not allocated to the segments include costs such as executive salaries and benefits and costs of maintaining corporate headquarters, facilities and common support functions (such as human resources, legal, finance, strategic planning and information technology).

Inter-segment eliminations are primarily licensing revenues recognized between the Domestic Operations and International and Other segments.

	Three Months Ended March 31,	
(In thousands)	**2023**	**2022**
Inter-segment revenues		
Domestic Operations	$ (2,214)	$ (3,002)
International and Other	(265)	(235)
	$ (2,479)	$ (3,237)

The table below summarizes revenues based on customer location:

	Three Months Ended March 31,	
(In thousands)	**2023**	**2022**
Revenues		
United States	$ 606,228	$ 591,208
Europe	73,767	82,925
Other	37,452	38,024
	$ 717,447	$ 712,157

One customer within the Domestic Operations segment accounted for approximately 13% of consolidated revenues, net for the three months ended March 31, 2023. For the three months ended March 31, 2022, no customer accounted for 10% or more of consolidated revenues, net.

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

(In thousands)	March 31, 2023	December 31, 2022
Property and equipment, net		
United States	$ 182,124	$ 187,833
Europe	12,184	12,520
Other	1,509	1,681
	$ 195,817	$ 202,034

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

This Management's Discussion and Analysis of Financial Condition and Results of Operations contains statements that constitute forward-looking information within the meaning of the Private Securities Litigation Reform Act of 1995. In this Management's Discussion and Analysis of Financial Condition and Results of Operations 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, including changes in viewer consumption patterns, for our programming networks, our subscription streaming services, our programming, and our production services;
- demand for advertising inventory and our ability to deliver guaranteed viewer ratings;
- the highly competitive nature of the cable, telecommunications, streaming and programming industries;
- the cost of, and our ability to obtain or produce, desirable content for our programming services, other forms of distribution, including digital and licensing in international markets, as well as our film distribution businesses;
- market demand for our owned original programming and our film content;
- the loss of any of our key personnel and artistic talent;
- the security of our program rights and other electronic data;
- our ability to maintain and renew distribution or affiliation agreements with distributors;
- our ability to successfully launch our streaming services in countries outside of the United States;
- economic and business conditions and industry trends in the countries in which we operate, including increases in inflation rates and recession risk;
- fluctuations in currency exchange rates and interest rates;
- changes in domestic and foreign laws or regulations under which we operate;
- changes in laws or treaties relating to taxation, or the interpretation thereof, in the United States or in the countries in which we operate;
- the impact of existing and proposed federal, state and international laws and regulations relating to data protection, privacy and security, including the European Union's General Data Protection Regulation ("GDPR");
- our substantial debt and high leverage;
- reduced access to, or inability to access, capital or credit markets, or significant increases in costs to borrow;
- the level of our expenses;
- our ability to achieve the expected benefits of our restructuring plan;
- 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;
- uncertainties regarding the financial results of equity method investees, issuers of our investments in marketable equity securities and non-marketable equity securities and 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 and streaming businesses;
- financial community and rating agency perceptions of our business, operations, financial condition and the industry in which we operate;
- the impact of pandemics or other health emergencies on the economy and our business;
- 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 our 2022 Annual Report on Form 10-K (the "2022 Form 10-K"), as filed with the Securities and Exchange Commission ("SEC").

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

Introduction

Management's Discussion and Analysis of Financial Condition and Results of Operations, or MD&A, is a supplement to and should be read in conjunction with the unaudited condensed consolidated financial statements and notes thereto included elsewhere herein and our 2022 Form 10-K to enhance the understanding of our financial condition, changes in financial condition and results of our operations. Unless the context otherwise requires, all references to "we," "us," "our," "AMC Networks" or the "Company" refer to AMC Networks Inc., together with its subsidiaries. The 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 three months ended March 31, 2023 compared to the three months ended March 31, 2022. Our discussion is presented on both a consolidated and segment basis. Our two segments are: (i) Domestic Operations and (ii) International and Other.

Liquidity and Capital Resources. This section provides a discussion of our financial condition as of March 31, 2023, as well as an analysis of our cash flows for the three months ended March 31, 2023 and 2022. The discussion of our financial condition and liquidity includes summaries of (i) our primary sources of liquidity and (ii) our contractual obligations that existed at March 31, 2023 as compared to December 31, 2022.

Critical Accounting Policies and Estimates. This section provides an update, if any, to our significant accounting policies or critical accounting estimates since December 31, 2022.

Business Overview

Financial Highlights

The tables presented below set forth our consolidated revenues, net, operating income (loss) and adjusted operating income (loss) ("AOI")[1], for the periods indicated.

	Three Months Ended March 31,	
(In thousands)	**2023**	**2022**
Revenues, net		
Domestic Operations	$ 611,854	$ 605,543
International and Other	108,072	109,851
Inter-segment Eliminations	(2,479)	(3,237)
	$ 717,447	$ 712,157
Operating Income (Loss)		
Domestic Operations	$ 199,488	$ 198,522
International and Other	14,142	17,355
Corporate / Inter-segment Eliminations	(40,326)	(41,200)
	$ 173,304	$ 174,677
Adjusted Operating Income (Loss)		
Domestic Operations	$ 219,388	$ 219,219
International and Other	21,137	23,012
Corporate / Inter-segment Eliminations	(24,762)	(31,047)
	$ 215,763	$ 211,184

[1] Adjusted Operating Income (Loss), is a non-GAAP financial measure. See the "Non-GAAP Financial Measures" section on page 30 for additional information, including our definition and our use of this non-GAAP financial measure, and for a reconciliation to its most comparable GAAP financial measure.

Segment Reporting

We manage our business through the following two operating segments:

- *Domestic Operations:* Includes our programming services and AMC Broadcasting & Technology. Our programming services consist of our five national programming networks, our global streaming services, our AMC Studios operation and IFC Films. Our national programming networks are AMC, WE tv, BBC AMERICA, IFC, and SundanceTV. Our global streaming services consist of our targeted subscription streaming services (Acorn TV, Shudder, Sundance Now, ALLBLK, and HIDIVE), AMC+ and other streaming initiatives. Our AMC Studios operation produces original programming for our programming services and also licenses such programming worldwide, and IFC Films is our film distribution business. AMC Networks Broadcasting & Technology, our technical services business, primarily services most of the national programming networks.
- *International and Other*: Includes AMC Networks International ("AMCNI"), our international programming businesses consisting of a portfolio of channels around the world, and 25/7 Media, our production services business.

Domestic Operations

In our Domestic Operations segment, we earn revenue principally from: (i) the distribution of our programming through our programming networks and streaming services, (ii) the sale of advertising, and (iii) the licensing of our original programming to distributors, including the distribution of programming of IFC Films. Subscription revenue includes fees paid by distributors and consumers for our programming networks and streaming services. Subscription fees paid by distributors represent the largest component of distribution revenue. Our subscription fee revenues for our programming networks are based on a per subscriber fee, and, to a lesser extent, fixed fees under multi-year contracts, commonly referred to as "affiliation agreements," which generally provide for annual rate increases. The subscription fee revenues we earn vary from period to period, distributor to distributor and also vary among our programming services, but are generally based upon the number of each distributor's subscribers who receive our programming, referred to as viewing subscribers. Subscription fees for our streaming services are typically based on a per subscriber fee and are generally paid by distributors and consumers on a monthly basis. Content licensing revenue is earned from the licensing of original programming for digital, foreign and home video distribution and 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 subscription fee revenues because the majority of our advertising is sold on a short-term basis, not under long-term contracts. Our 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.

Programming expenses, included in technical and operating expenses, represent the largest expenses of the Domestic Operations segment and primarily consists of amortization of program 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 expenses primarily include distribution and production related costs and program operating costs including cost of delivery, such as origination, transmission, uplinking and encryption.

The success of our business depends on original programming, both scripted and unscripted, across all of our programming services. These original series generally result in higher ratings for our networks and higher viewership on our streaming services. Among other things, higher audience ratings 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. There may be significant changes in the level of our technical and operating expenses due to the level of our content investment spend and the related amortization of content acquisition and/or original programming costs. Program rights that are predominantly monetized as a group are amortized based on projected usage, typically resulting in an accelerated amortization pattern and, to a lesser extent, program rights that are predominantly monetized individually are amortized based on the individual-film-forecast-computation method.

Most original series require us to make up-front investments, which are often significant amounts. Our programming efforts are not always commercially successful, which could result in a write-off of program rights. If events or changes in circumstances indicate that the fair value of program rights predominantly monetized individually or a film group is less than its unamortized cost, the Company will write off the excess to technical and operating expenses in the consolidated statements of income. Program rights with no future programming usefulness are substantively abandoned resulting in the write-off of remaining unamortized cost.

International and Other

Our International and Other segment primarily includes the operations of AMCNI and 25/7 Media.

In our International and Other segment, we earn revenue principally from the international distribution of programming and, to a lesser extent, the sale of advertising from our AMCNI programming networks. We also earn revenue through production services from 25/7 Media. For the three months ended March 31, 2023, distribution revenues represented 83% of the revenues of the International and Other segment. Distribution revenue primarily includes subscription fees paid by distributors to carry our programming networks and production services revenue generated from 25/7 Media. Our subscription revenues are generally based on either a per-subscriber fee or a fixed contractual annual fee, under multi-year affiliation agreements, which may provide for annual rate increases. Subscription revenues are derived from the distribution of our programming networks primarily in Europe, and to a lesser extent, Latin America. Our production services revenues are based on master production agreements whereby a third-party engages us to produce content on its behalf. Production services revenues are recognized based on the percentage of cost incurred to total estimated cost of the contract.

Programming expenses, program operating costs and production costs incurred to produce content for third parties are included in technical and operating expenses, and represent the largest expense of the International and Other segment. Programming expenses primarily consist of amortization of acquired content, costs of dubbing and sub-titling of programs, and production costs. Program operating costs include costs such as origination, transmission, uplinking and encryption of our linear AMCNI channels as well as content hosting and delivery costs at our various on-line content distribution initiatives. Our programming efforts are not all commercially successful, which could result in a write-off of program rights. If events or changes in circumstances indicate that the fair value of program rights predominantly monetized individually or a film group is less than its unamortized cost, the Company will write off the excess to technical and operating expenses in the consolidated statements of income. Program rights with no future programming usefulness are substantively abandoned resulting in the write-off of remaining unamortized cost.

Corporate / Inter-segment Eliminations

Corporate operations primarily consist of executive management and administrative support services, such as executive salaries and benefits costs, costs of maintaining corporate headquarters, facilities and common support functions (such as human resources, legal, finance, strategic planning and information technology). 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. Additionally, changes in macroeconomic facts and circumstances, particularly high inflation and the rise in interest rates, may adversely impact our results of operations, cash flows and financial position or our ability to refinance our indebtedness on terms favorable to us, or at all.

Capital and credit market disruptions, as well as other events such as pandemics or other health emergencies, inflation, international conflict and recession, 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 services. Events such as these may adversely impact our results of operations, cash flows and financial position.

Consolidated Results of Operations

The amounts presented and discussed below represent 100% of each operating segment's revenues, net and expenses. Where we have management control of an entity, we consolidate 100% of such entity in our consolidated statements of income notwithstanding that a third-party owns an interest, which may be significant, in such entity. The noncontrolling owner's interest in the operating results of consolidated subsidiaries are reflected in net income attributable to noncontrolling interests in our consolidated statements of income.

Three Months Ended March 31, 2023 and 2022

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

	Three Months Ended March 31,		
(In thousands)	**2023**	**2022**	**Change**
Revenues, net:			
Subscription	$ 404,220	$ 404,160	— %
Content licensing and other	133,644	85,071	57.1 %
Distribution and other	537,864	489,231	9.9 %
Advertising	179,583	222,926	(19.4)%
Total revenues, net	717,447	712,157	0.7 %
Operating expenses:			
Technical and operating (excluding depreciation and amortization)	326,729	284,237	14.9 %
Selling, general and administrative	185,606	230,653	(19.5)%
Depreciation and amortization	25,875	22,590	14.5 %
Restructuring and other related charges	5,933	—	n/m
Total operating expenses	544,143	537,480	1.2 %
Operating income	173,304	174,677	(0.8)%
Other income (expense):			
Interest expense, net	(29,701)	(28,337)	4.8 %
Miscellaneous, net	4,589	5,828	(21.3)%
Total other expense	(25,112)	(22,509)	11.6 %
Income from operations before income taxes	148,192	152,168	(2.6)%
Income tax expense	(36,899)	(41,634)	(11.4)%
Net income including noncontrolling interests	111,293	110,534	0.7 %
Net income attributable to noncontrolling interests	(7,683)	(6,346)	21.1 %
Net income attributable to AMC Networks' stockholders	$ 103,610	$ 104,188	(0.6)%

Revenues

Subscription revenues increased 1.1% in our Domestic Operations segment primarily due to an increase in streaming revenues, partially offset by a decline in affiliate revenue. Subscription revenues decreased 6.2% in our International and Other segment primarily due to the unfavorable impact of foreign currency translation at AMCNI.

Subscription revenues vary based on the impact of renewals of affiliation agreements and the number of subscribers to our services.

Content licensing and other revenues increased 68.6% in our Domestic Operations segment primarily due to the timing and availability of deliveries in the quarter, including $56.1 million for the delivery of the remaining episodes of an AMC Studios produced series to a third party, partially offset by fewer episodes of *The Walking Dead* delivered following the series finale. Content licensing and other revenues increased 21.5% in our International and Other segment due to the timing and nature of productions at 25/7 Media.

Content licensing revenues vary based on the timing of availability of our programming to distributors.

Advertising revenues decreased 19.7% in our Domestic Operations segment primarily due to linear ratings declines, softness in the advertising market and fewer original programming episodes within the quarter, partially offset by digital and advanced advertising revenue growth. Advertising revenues decreased 17.3% in our International and Other segment, primarily due to the impact of the wind-down of two channels in 2022 and marketplace declines in the U.K.

Advertising revenues vary based on the timing of our original programming series and the popularity of our programming as measured by Nielsen.

Technical and operating expenses (excluding depreciation and amortization)

The components of technical and operating expenses primarily include the amortization 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 delivery costs, such as transmission, encryption, hosting, and formatting.

Technical and operating expenses (excluding depreciation and amortization) increased 17.9% in our Domestic Operations segment primarily due to costs associated with the delivery of the remaining episodes of an AMC Studios produced series to a third party. Technical and operating expenses (excluding depreciation and amortization) increased 1.5% in our International and Other segment primarily due to the timing and nature of productions at 25/7 Media, partially offset by the favorable impact of foreign currency translation at AMCNI.

There may be significant changes in the level of our technical and operating expenses due to original programming costs and/or content acquisition costs. As competition for programming increases, costs for content acquisition and original programming may increase.

Selling, general and administrative expenses

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

Selling, general and administrative expenses (including share-based compensation expenses) decreased 21.6% in our Domestic Operations segment primarily due to lower marketing and subscriber acquisition expenses related to our streaming services, and decreased 2.5% in our International and Other segment primarily due to the favorable impact of foreign currency translation, partially offset by higher advertising and marketing costs.

There may be significant changes in the level of our selling, general and administrative expenses due to the timing of promotions and marketing of original programming series.

Depreciation and amortization

Depreciation and amortization expenses include depreciation of fixed assets and amortization of finite-lived intangible assets.

Depreciation and amortization expense increased due to higher depreciation of equipment in Corporate.

Restructuring and other related charges

For the three months ended March 31, 2023, restructuring and other related charges of $5.9 million consisted primarily of severance and other employee-related costs, with $0.8 million related to Domestic Operations, $1.4 million related to AMCNI and $3.7 million related to Corporate.

There were no restructuring and other related charges for the three months ended March 31, 2022.

Operating income

The decrease in operating income was primarily attributable to increases in technical and operating expenses, restructuring and other related charges, and depreciation and amortization of $42.5 million, $5.9 million and $3.3 million, respectively, partially offset by a decrease in selling, general and administrative expenses of $45.0 million and an increase in revenues of $5.3 million.

Interest expense, net

The increase in interest expense, net was primarily due to higher interest rates on our Term Loan A Facility, partially offset by higher interest income generated from our money market mutual fund accounts and bank deposits.

Miscellaneous, net

The decrease in miscellaneous, net was primarily related to $4.3 million of lower net gains on marketable securities, $0.6 million of lower net earnings of equity method investees, and a $0.5 million unfavorable variance in the foreign currency remeasurement of monetary assets and liabilities (principally intercompany loans) that are denominated in currencies other than the underlying functional currency of the applicable entity as compared to the three months ended March 31, 2022, as well as a $1.2 million impairment charge related to an investment in 2023. These decreases were partially offset by $5.5 million of higher net gains on derivative financial instruments for the three months ended March 31, 2023.

Income tax expense

For the three months ended March 31, 2023, income tax expense was $36.9 million, representing an effective tax rate of 25%. The effective tax rate differs from the federal statutory rate of 21% primarily due to state and local income tax expense and tax expense for shortfalls related to share-based compensation.

For the three months ended March 31, 2022, income tax expense was $41.6 million, representing an effective tax rate of 27%. The effective tax rate differs from the federal statutory rate of 21% primarily due to state and local income tax expense, tax expense related to non-deductible compensation and tax expense for an increase in the valuation allowance for foreign taxes.

Segment Results of Operations

Our segment operating results are presented based on how we assess operating performance and internally report financial information. We use segment adjusted operating income as the measure of profit or loss for our operating segments. See Non-GAAP Financial Measures section below for our definition of Adjusted Operating Income and a reconciliation from Operating Income to Adjusted Operating Income on a segment and consolidated basis.

Domestic Operations

The following table sets forth our Domestic Operations segment results for the periods indicated.

	Three Months Ended March 31,		
(In thousands)	**2023**	**2022**	**Change**
Revenues, net:			
Subscription	$ 347,530	$ 343,748	1.1 %
Content licensing and other	103,263	61,254	68.6
Distribution and other	450,793	405,002	11.3
Advertising	161,061	200,541	(19.7)
Total revenues, net	611,854	605,543	1.0
Technical and operating expenses (excluding depreciation and amortization)[(a)]	269,010	228,107	17.9
Selling, general and administrative expenses[(b)]	126,232	163,098	(22.6)
Majority-owned equity investees AOI	2,776	4,881	(43.1)
Segment adjusted operating income	$ 219,388	$ 219,219	0.1 %

(a) Technical and operating expenses exclude cloud computing amortization

(b) Selling, general and administrative expenses exclude share-based compensation expenses

Revenues

Subscription revenues increased primarily due to a 28.6% increase in streaming revenues driven by year-over-year streaming subscriber growth and 2022 price increases, partially offset by an 11.7% decline in affiliate revenue. Affiliate revenue decreased due to basic subscriber declines and a 3% impact of a strategic non-renewal that occurred at the end of 2022, partially offset by contractual rate increases. Subscription revenues include revenues related to the Company's streaming services of $140.9 million and $109.6 million for the three months ended March 31, 2023 and 2022, respectively. Aggregate paid subscribers[2] to our streaming services increased 22% to 11.5 million at March 31, 2023 compared to March 31, 2022.

Content licensing and other revenues increased primarily due to the timing and availability of deliveries in the quarter, including $56.1 million for the delivery of the remaining episodes of an AMC Studios produced series to a third party, partially offset by fewer episodes of *The Walking Dead* delivered following the series finale.

Advertising revenues decreased due to linear ratings declines, softness in the advertising market and fewer original programming episodes within the quarter, partially offset by digital and advanced advertising revenue growth.

Technical and operating expenses (excluding depreciation and amortization)

Technical and operating expenses (excluding depreciation and amortization) increased primarily due to costs associated with the delivery of the remaining episodes of an AMC Studios produced series to a third party.

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[2] A paid subscription is defined as a subscription to a direct-to-consumer service or a subscription received through distributor arrangements, in which we receive a fee for the distribution of our streaming services, and includes an estimate of subscribers converting to paying status in the subsequent period based on historical conversion percentages.

Selling, general and administrative expenses

Selling, general and administrative expenses decreased due to lower marketing and subscriber acquisition expenses related to our streaming services.

Segment adjusted operating income

The increase in segment adjusted operating income was primarily attributable to a decrease in selling, general and administrative expenses of $36.9 million and an increase in revenues, net of $6.3 million, partially offset by an increase in technical and operating expenses of $40.9 million.

International and Other

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

	Three Months Ended March 31,		
(In thousands)	**2023**	**2022**	**Change**
Revenues, net:			
Subscription	$ 56,690	$ 60,412	(6.2)%
Content licensing and other	32,860	27,054	21.5
Distribution and other	89,550	87,466	2.4
Advertising	18,522	22,385	(17.3)
Total revenues, net	108,072	109,851	(1.6)
Technical and operating expenses (excluding depreciation and amortization)	60,561	59,695	1.5
Selling, general and administrative expenses[(a)]	26,374	27,144	(2.8)
Segment adjusted operating income	$ 21,137	$ 23,012	(8.1)%

(a) Selling, general and administrative expenses exclude share-based compensation expenses

Revenues

Subscription revenues decreased primarily due to the unfavorable impact of foreign currency translation at AMCNI.

Content licensing and other revenues increased due to the timing and nature of productions at 25/7 Media.

Advertising revenues decreased primarily due to the impact of the wind-down of two channels in 2022 and marketplace declines in the U.K.

Technical and operating expenses (excluding depreciation and amortization)

Technical and operating expenses (excluding depreciation and amortization) increased due to the timing and nature of productions at 25/7 Media, partially offset by the favorable impact of foreign currency translation at AMCNI.

Selling, general and administrative expenses

Selling, general and administrative expenses decreased primarily due to the favorable impact of foreign currency translation at AMCNI, partially offset by higher advertising and marketing costs.

Segment adjusted operating income

The decrease in segment adjusted operating income was primarily attributable to a decrease in revenues, net of $1.8 million, and an increase in technical and operating expenses of $0.9 million, partially offset by a decrease in selling, general and administrative expenses of $0.8 million.

Corporate and Inter-segment Elimination

The following table sets forth our Corporate and Inter-segment Eliminations segment results for the periods indicated.

	Three Months Ended March 31,		
(In thousands)	2023	2022	Change
Revenues, net:	$ (2,479)	$ (3,237)	(23.4)%
Technical and operating expenses (excluding depreciation and amortization)[a]	(2,906)	(3,572)	(18.6)
Selling, general and administrative expenses[b]	25,189	31,382	(19.7)
Segment adjusted operating income	$ (24,762)	$ (31,047)	(20.2)%

(a) Technical and operating expenses exclude cloud computing amortization

(b) Selling, general and administrative expenses exclude share-based compensation expenses and cloud computing amortization

Revenues, net

Revenue eliminations are primarily related to inter-segment licensing revenues recognized between the Domestic Operations and International and Other segments.

Technical and operating expenses (excluding depreciation and amortization)

Technical and operating expense eliminations are primarily related to inter-segment programming amortization recognized between the Domestic Operations and International and Other segments.

Selling, general and administrative expenses

Corporate overhead costs not allocated to the segments include such costs as executive salaries and benefits, costs of maintaining corporate headquarters, facilities and common support functions (such as human resources, legal, finance, strategic planning and information technology).

Selling, general and administrative expenses decreased primarily due to lower employee related costs, including lower long-term incentive compensation.

Non-GAAP Financial Measures

We evaluate segment performance based on several factors, of which the primary financial measure is operating segment AOI. We define AOI, which is a financial measure that is not calculated in accordance with generally accepted accounting principles ("GAAP"), as operating income (loss) before share-based compensation expenses or benefit, depreciation and amortization, impairment and other charges (including gains or losses on sales or dispositions of businesses), restructuring and other related charges, cloud computing amortization and including the Company’s proportionate share of adjusted operating income (loss) from majority-owned equity method investees. From time to time, we may exclude the impact of certain events, gains, losses or other charges (such as significant legal settlements) from AOI that affect our operating performance.

We believe that AOI is an appropriate measure for evaluating the operating performance on both an operating segment and consolidated basis. AOI 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 AOI as the most important indicators of our business performance, and evaluate management's effectiveness with specific reference to these indicators. AOI 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 AOI 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 operating income (loss) to AOI for the periods indicated:

	Three Months Ended March 31, 2023			
(In thousands)	Domestic Operations	International and Other	Corporate / Inter-segment Eliminations	Consolidated
Operating income (loss)	$ 199,488	$ 14,142	$ (40,326)	$ 173,304
Share-based compensation expenses	4,447	839	359	5,645
Depreciation and amortization	11,854	4,771	9,250	25,875
Restructuring and other related charges	818	1,385	3,730	5,933
Cloud computing amortization	5	—	2,225	2,230
Majority owned equity investees AOI	2,776	—	—	2,776
Adjusted operating income (loss)	$ 219,388	$ 21,137	$ (24,762)	$ 215,763

	Three Months Ended March 31, 2022			
(In thousands)	Domestic Operations	International and Other	Corporate / Inter-segment Eliminations	Consolidated
Operating income (loss)	$ 198,522	$ 17,355	$ (41,200)	$ 174,677
Share-based compensation expenses	3,673	754	3,702	8,129
Depreciation and amortization	12,136	4,903	5,551	22,590
Cloud computing amortization	7	—	900	907
Majority owned equity investees AOI	4,881	—	—	4,881
Adjusted operating income (loss)	$ 219,219	$ 23,012	$ (31,047)	$ 211,184

Liquidity and Capital Resources

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

Our primary source of cash typically includes cash flow from operations. Sources of cash also include amounts available under our revolving credit facility and, subject to market conditions, access to capital and credit 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 capital and credit markets, although adverse conditions in the financial markets have in the past impacted, and are expected in the future to impact, access to those markets.

Our Board of Directors previously authorized a program to repurchase up to $1.5 billion of our outstanding shares of common stock (the "Stock Repurchase Program"). The Stock Repurchase Program has no pre-established closing date and may be suspended or discontinued at any time. For the three months ended March 31, 2023, we did not repurchase any of our Class A common stock. As of March 31, 2023, we had $135.3 million of authorization remaining for repurchase under the Stock Repurchase Program.

Our principal uses of cash include the production, acquisition and promotion of programming, technology investments, debt service and payments for income taxes. We continue to invest in original programming, the funding of which generally occurs six to nine months in advance of a program's airing.

As of March 31, 2023, our consolidated cash and cash equivalents balance of $763.9 million includes approximately $344.5 million held by foreign subsidiaries. Of this amount, approximately $225.0 million is expected to be repatriated to the United States with the remaining amount continuing to be reinvested in foreign operations. Tax expense related to the expected repatriation amount has been accrued in the current period and we do not expect to incur any significant, additional taxes related to the remaining balance.

We believe that a combination of cash-on-hand, cash generated from operating activities, availability under our revolving credit facility, borrowings under additional financing facilities and, when we have access to capital and credit markets, proceeds from the sale of new debt, 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 the then outstanding balances of our debt at the applicable maturity dates. As a result, we will be dependent upon our ability to access the capital and credit markets in order to repay, refinance, repurchase through privately negotiated transactions, open market repurchases, tender offers or otherwise or redeem the outstanding balances of our indebtedness. Given the maturity dates of our 5.00% senior notes due 2024 and our 4.75% senior notes due 2025, we may access the capital or credit markets in the near term to refinance those senior notes through privately negotiated transactions, open market repurchases, tender offers or redemptions.

Failure to raise significant amounts of funding to repay our outstanding debt obligations at their respective maturity dates 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. For information relating to our outstanding debt obligations, refer to Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Debt Financing Agreements" of our 2022 Form 10-K.

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

The revolving credit facility was not drawn upon at March 31, 2023. The total undrawn revolver commitment is available to be drawn for our general corporate purposes.

In April 2023, the Company entered into Amendment No. 2 ("Amendment No. 2") to the Second Amended and Restated Credit Agreement (the "Credit Agreement"). Amendment No. 2 (i) reduced the aggregate principal amount of the revolving loan commitments under the Credit Agreement from $500 million to $400 million, (ii) replaced the interest rate based on London Interbank Offered Rate with an interest rate based on the Secured Overnight Financing Rate, (iii) increased the Company's ability to incur additional debt in the future to provide additional flexibility for future financings, including increasing the amount of the incremental debt basket to the greater of $1.2 billion and the amount that would not cause the senior secured leverage ratio to exceed 3.00 to 1.00 on a pro forma basis and (iv) made certain other modifications to the Credit Agreement.

AMC Networks was in compliance with all of its debt covenants as of March 31, 2023.

Cash Flow Discussion

The following table is a summary of cash flows provided by (used in) operating, investing and financing activities for the periods indicated:

	Three Months Ended March 31,	
(In thousands)	**2023**	**2022**
Cash used in operating activities	$ (132,519)	$ (23,555)
Cash used in investing activities	(7,005)	(9,757)
Cash used in financing activities	(28,310)	(31,011)
Net decrease in cash and cash equivalents from operations	$ (167,834)	$ (64,323)

Operating Activities

Net cash used in operating activities for the three months ended March 31, 2023 and 2022 amounted to $132.5 million and $23.6 million, respectively.

For the three months ended March 31, 2023, net cash used in operating activities primarily resulted from payments for program rights of $370.3 million and restructuring initiatives of $56.9 million, partially offset by $332.4 million of net income before amortization of program rights, depreciation and amortization, and other non-cash items. Changes in all other assets and liabilities during the quarter resulted in a net cash outflow of $37.7 million.

For the three months ended March 31, 2022, net cash used in operating activities primarily resulted from payments for program rights of $340.3 million, partially offset by $361.2 million of net income before amortization of program rights, depreciation and amortization, and other non-cash items. Changes in all other assets and liabilities during the quarter resulted in an additional net cash outflow of $44.5 million.

Investing Activities

Net cash used in investing activities for the three months ended March 31, 2023 and 2022 amounted to $7.0 million and $9.8 million, respectively.

For the three months ended March 31, 2023, net cash used in investing activities consisted of capital expenditures of

$11.5 million, partially offset by proceeds from the sale of investments of $4.5 million.

For the three months ended March 31, 2022, net cash used in investing activities consisted of capital expenditures of $11.5 million, partially offset by a return of capital from investees of $1.7 million.

Financing Activities

Net cash used in financing activities for the three months ended March 31, 2023 and 2022 amounted to $28.3 million and $31.0 million, respectively.

For the three months ended March 31, 2023, net cash used in financing activities primarily consisted of distributions to noncontrolling interests of $11.5 million, principal payments on the Term Loan A Facility of $8.4 million, and taxes paid in lieu of shares issued for equity-based compensation of $6.0 million.

For the three months ended March 31, 2022, net cash used in financing activities consisted of taxes paid in lieu of shares issued for equity-based compensation of $20.3 million, principal payments on the Term Loan A Facility of $8.4 million, distributions to noncontrolling interests of $1.6 million, and payments on finance leases of $0.7 million.

Contractual Obligations

As of March 31, 2023, our contractual obligations not reflected on the condensed consolidated balance sheet increased $27.2 million, as compared to December 31, 2022, to $939.4 million. The increase is primarily driven by the renewal of a third-party service contract.

Supplemental Guarantor Financial Information

The following is a description of the terms and conditions of the guarantees with respect to the outstanding notes for which AMC Networks is the issuer.

Note Guarantees

Debt of AMC Networks as of March 31, 2023 included $400.0 million of 5.00% Notes due April 2024, $800.0 million of 4.75% Notes due August 2025 and $1.0 billion of 4.25% Notes due February 2029 (collectively, the “notes”). The notes were issued by AMC Networks and are unconditionally guaranteed, jointly and severally, on an unsecured basis, by each of AMC Networks’ existing and future domestic restricted subsidiaries, subject to certain exceptions (each, a “Guarantor Subsidiary,” and collectively, the “Guarantor Subsidiaries”). The obligations of each Guarantor Subsidiary under its note guarantee are limited as necessary to prevent such note guarantee from constituting a fraudulent conveyance under applicable law. A guarantee of the notes by a Guarantor Subsidiary is subject to release in the following circumstances: (i) any sale or other disposition of all of the capital stock of a Guarantor Subsidiary to a person that is not (either before or after giving effect to such transaction) a restricted subsidiary, in compliance with the terms of the applicable indenture; (ii) the designation of a restricted subsidiary as an “Unrestricted Subsidiary” under the applicable indenture; or (iii) the release or discharge of the guarantee (including the guarantee under the AMC Networks’ credit agreement) which resulted in the creation of the note guarantee (provided that such Guarantor Subsidiary does not have any preferred stock outstanding at such time that is not held by AMC Networks or another Guarantor Subsidiary).

Foreign subsidiaries of AMC Networks do not and will not guarantee the notes.

The following tables present the summarized financial information specified in Rule 1-02(bb)(1) of Regulation S-X for AMC Networks and each Guarantor Subsidiary. The summarized financial information has been prepared in accordance with Rule 13-01 of Regulation S-X.

Summarized Financial Information

Income Statement

	Three Months Ended March 31, 2023		Three Months Ended March 31, 2022	
(In thousands)	**Parent Company**	**Guarantor Subsidiaries**	**Parent Company**	**Guarantor Subsidiaries**
Revenues	$ —	$ 524,867	$ —	$ 515,603
Operating expenses	—	377,264	—	362,605
Operating income	$ —	$ 147,603	$ —	$ 152,998
Income before income taxes	$ 135,480	$ 175,035	$ 141,667	$ 174,080
Net income	103,610	172,608	104,188	171,903

Balance Sheet	March 31, 2023		December 31, 2022	
(In thousands)	**Parent Company**	**Guarantor Subsidiaries**	**Parent Company**	**Guarantor Subsidiaries**
Assets				
Amounts due from subsidiaries	$ —	$ 69,888	$ —	$ 79,020
Current assets	9,724	1,023,077	44,045	1,258,759
Non-current assets	3,995,793	3,843,407	3,893,205	3,706,858
Liabilities and equity:				
Amounts due to subsidiaries	$ 55,833	$ 7,017	$ 68,682	$ 6,783
Current liabilities	138,001	722,718	157,658	872,109
Non-current liabilities	2,945,722	273,503	2,972,602	330,467

Critical Accounting Policies and Estimates

We describe our significant accounting policies in Note 2 to the Company's Consolidated Financial Statements included in our 2022 Form 10-K. There have been no significant changes in our significant accounting policies since December 31, 2022.

We discuss our critical accounting estimates in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," in our 2022 Form 10-K. There have been no significant changes in our critical accounting estimates since December 31, 2022.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Fair Value of Debt

Based on the level of interest rates prevailing at March 31, 2023, the carrying value of our fixed rate debt of $2.18 billion was more than its fair value of $1.71 billion by approximately $466.9 million. 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 March 31, 2023 would increase the estimated fair value of our fixed rate debt by approximately $48.0 million to approximately $1.76 billion.

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 credit worthy 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. For the three months ended March 31, 2023, we did not have any interest rate swap contracts outstanding.

As of March 31, 2023, we had $2.8 billion of debt outstanding (excluding finance leases), of which $632.8 million is outstanding under our loan facility and is subject to variable interest rates. A hypothetical 100 basis point increase in interest rates prevailing at March 31, 2023 would increase our annual interest expense by approximately $6.3 million. The interest rate paid on approximately 78% of our debt (excluding finance leases) as of March 31, 2023 is fixed.

Managing our Foreign Currency Exchange Rate Risk

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. The Company recognized a $0.6 million loss for the three months ended March 31, 2023, and a $0.1 million loss for the three months ended March 31, 2022, related to foreign currency transactions. Such amounts are included in miscellaneous, net in the condensed consolidated statements of income.

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.

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 condensed 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 4. Controls and Procedures.

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 March 31, 2023, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective.

Changes in Internal Control over Financial Reporting

During the three months ended March 31, 2023, 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.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

See Note 14, Commitments and Contingencies to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for a description of our legal proceedings.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The Company's Board of Directors has authorized a program to repurchase up to $1.5 billion of its outstanding shares of common stock (the "Stock Repurchase Program"). The authorization of up to $500 million was announced on March 7, 2016, an additional authorization of $500 million was announced on June 7, 2017, and an additional authorization of $500 million was announced on June 13, 2018. The Stock Repurchase Program has no pre-established closing date and may be suspended or discontinued at any time.

For the three months ended March 31, 2023, the Company did not repurchase any of its Class A common stock. As of March 31, 2023, the Company had $135.3 million of authorization remaining for repurchase under the Stock Repurchase Program.

Item 6. Exhibits.

(a) Index to Exhibits.

10.1	Employment Agreement, dated February 15, 2023, by and between AMC Networks Inc. and Kristin Dolan
22	Guarantor Subsidiaries of the Registrant
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 - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within Inline XBRL 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.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

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: May 9, 2023	By: /s/ Patrick O'Connell
	Patrick O'Connell Executive Vice President and Chief Financial Officer
Date: May 9, 2023	By: /s/ Michael J. Sherin III
	Michael J. Sherin III Executive Vice President and Chief Accounting Officer

CONFIDENTIAL

February 15, 2023

Kristin Dolan
AMC Networks Inc.
11 Penn Plaza
New York, NY 10001

Re: Employment Agreement

Dear Kristin:

This letter (the "*Agreement*") will confirm the terms of your employment by AMC Networks Inc. (the "*Company*") as an at will employee with the title of Chief Executive Officer. This Agreement will supersede and replace any and all other discussions, understandings or arrangements regarding the subject matter herein. This Agreement will be effective as of February 27, 2023 (the "*Effective Date*").

1. Term of Employment. The term of this Agreement (the "*Term*") shall commence as of the Effective Date and shall automatically expire on March 31, 2026 (the "*Expiration Date*").

2. Duties. In your capacity as the Chief Executive Officer, you shall have the powers, responsibilities, duties and authority customary for the chief executive officer of corporations of the size, type and nature of the Company, and you will report solely and directly to the Chairman of the Board of Directors of the Company (the "*Board*"). Subject to the provisions of this paragraph, you agree to devote substantially all of your business time and attention to the business and affairs of the Company and to perform your duties in a diligent, competent and skillful manner and in accordance with applicable law. The Company understands that you serve on the Board of Directors of Madison Square Garden Entertainment Corp. ("*MSGE*"). As recognized in Article Tenth of the Company's Amended and Restated Certificate of Incorporation (the "*Overlap Policy*"), there may be certain potential conflicts of interest and fiduciary duty issues associated with your roles at the Company and MSGE. The Company recognizes and agrees that none of (i) your responsibilities at the Company and MSGE, (ii) the actual or potential conflicts of interest and fiduciary duty issues that are waived in the Overlap Policy or (iii) any actions taken, or omitted to be taken, by you in good faith to comply with your duties and responsibilities to the Company in light of your responsibilities to the Company and MSGE, shall be deemed to be a breach by you of your

obligations under this Agreement (including your obligations under *Annex I*) nor shall any of the foregoing constitute "Cause" as such term is defined herein. Notwithstanding the foregoing, nothing herein shall preclude you from (i) serving as a member of the board of directors of up to three non-competitive public companies upon consent of the Company (not to be unreasonably withheld); provided that, until April 3, 2023, you may serve on up to four such boards, (ii) engaging in charitable activities and community affairs, and (iii) managing your personal investments and affairs; *provided*, *however*, that the activities set out in clauses (i), (ii), and (iii) shall be limited by you so as not to materially interfere, individually or in the aggregate, with the performance of your duties and responsibilities hereunder, including compliance with the covenants set forth in Annex I.

3. Compensation; Benefits. Beginning on the Effective Date, your annual base salary will be a minimum of $2,000,000, subject to annual review and potential increase by the Compensation Committee of the Board of Directors of the Company (the "*Compensation Committee*"), in its discretion. The Compensation Committee will review your compensation package on an annual basis. As of the Effective Date, you will also participate in our discretionary annual bonus program, and your annual target bonus opportunity will be two hundred percent (200%) of actual salary dollars paid to you during the applicable year. Bonus payments depend on a number of factors including Company, unit and individual performance. However, the decision of whether or not to pay a bonus, and the amount of that bonus, if any, will be made by the Compensation Committee in its discretion. Except as otherwise provided herein, in order to receive a bonus, you must be employed by the Company at the time bonuses are being paid. Your annual base salary and annual bonus target (as each may be increased from time to time in the Compensation Committee's discretion) will not be reduced during the term of this Agreement. Notwithstanding the foregoing, if your employment with the Company ends on the Expiration Date, you shall be paid your bonus for the fiscal year ending December 31, 2025, if any, even if such payment is not made to you prior to the Expiration Date, which bonus shall be subject to Company and unit performance for that fiscal year as determined by the Company in its sole discretion.

You will also participate, subject to your continued employment by the Company and actual grant by the Compensation Committee in its discretion, in such long-term equity and other incentive programs as are made available in the future to similarly situated executives at the Company. For the 2023 award cycle (anticipated to commence in March 2023) and for each award cycle during the Term, it is expected that your long-term awards will consist of annual grants of cash and/or equity awards with an annual aggregate target value of not less than $3,750,000, as determined by the Compensation Committee. Any such awards would be subject to actual grant to you by the Compensation Committee in its discretion pursuant to the applicable plan documents and would be subject to terms and conditions established by the Compensation Committee in its discretion that would be detailed in separate agreements you would receive after any award is actually made; *provided*, *however*, that such terms and conditions shall be consistent with the terms and conditions of the grant agreements received by similarly situated executives (subject to any more favorable terms set forth in this Agreement including those set forth in Annex l attached hereto).

In addition, on or as soon as reasonably practicable following the Effective Date but in no event later than thirty days after the Effective Date, the Company will grant you a special award of restricted stock units with a target value of $6,000,000 (the "*CEO Special Equity Award*"). Subject to your continued employment through the relevant vesting date, your CEO Special Equity Award will vest ratably on each of the first, second and third anniversary of the Effective Date, in each case, subject to your continued employment with the Company through such date; *provided* that (A) your CEO Special Equity Award will vest on a Change of Control of the Company (as defined in your award agreement for your CEO Special Equity Award); and (B) subject to your execution and the effectiveness of the Severance Agreement (as defined below), your CEO Special Equity Award will vest upon termination of your employment with the Company (1) by the Company, (2) by you for "*Good Reason*," or (3) due to your death or your physical or mental disability (at which time of such termination under clauses (1), (2) or (3) "*Cause*" does not exist) and your CEO Special Equity Award will be paid or delivered to you within a reasonable period of time (and no later than the seventy-fifth (75^{th} day)) following your termination (including, for the avoidance of doubt, a termination that occurs prior to the grant of your CEO Special Equity Award). Your CEO Special Equity Award will be subject to the other terms and conditions set forth in the applicable award agreement. Notwithstanding anything else in this Agreement, the vesting provisions set forth in this paragraph will apply to the CEO Special Equity Award.

You will be eligible to participate in our standard benefits program at the levels that are made available to similarly situated executives at the Company. Participation in our benefits program is subject to meeting the relevant eligibility requirements, payment of the required premiums, and the terms of the plans themselves. You will be entitled to four (4) weeks' vacation per year, to be accrued and used in accordance with Company policy. You will also be entitled to reimbursement of business expenses upon submission of appropriate documentation in accordance with Company policy.

4. <u>Restrictive Covenants</u>. Effective as of the Effective Date, you and the Company agree to be bound by the additional covenants and provisions applicable to each that are set forth in *Annex I* attached hereto, which *Annex* shall be deemed to be a part of this Agreement.

5. <u>Termination</u>. If your employment with the Company is terminated after the Effective Date but prior to the Expiration Date (1) by the Company or (2) by you for "*Good Reason,*" and at the time of such termination under clauses (1) or (2) "*Cause*" does not exist, then, subject to your execution and the effectiveness of a severance agreement reasonably satisfactory to the Company, which severance agreement shall include, without limitation, a full and complete general release in favor of the Company and its affiliates (subject to customary carve outs), and their respective directors and officers, as well as your agreement to non-competition (limited to one year), non-solicitation, non-disparagement, confidentiality and further cooperation obligations and restrictions substantially in the form set forth in *Annex I* attached hereto (the "*Severance Agreement*"), the Company will provide you with the following:

a. Severance in an amount to be determined by the Compensation Committee (the "*Severance Amount*"), but in no event less than two (2) times the sum of your annual base salary plus your target annual bonus, each as in effect at the time your employment terminates. Sixty percent (60%) of the Severance Amount (the "*First Payment*") will be payable to you on the six-month anniversary of the date your employment so terminates (the "*Termination Date*") and the remaining forty percent (40%) of the Severance Amount will be payable to you on the twelve-month anniversary of the Termination Date; *provided* that the maximum portion of the First Payment that is exempt from Section 409A (as defined below) will be payable to you on or before the seventy-fifth (75) day following the date your employment so terminates;

b. A prorated bonus based on the amount of your base salary earned by you during the fiscal year through the Termination Date, *provided*, that such bonus, if any, will be payable to you if and when such bonuses are generally paid to similarly situated employees and will be based on your then current annual target bonus as well as Company and your business unit performance as determined by the Compensation Committee in its discretion, but without adjustment for your individual performance;

c. If, as of the Termination Date, annual bonuses had not yet generally been paid to similarly situated employees with respect to the prior fiscal year, a bonus based on the amount of your base salary actually paid to you during such prior fiscal year, *provided*, that such bonus, if any, will be payable to you if and when such bonuses are generally paid to similarly situated employees and will be based on your annual target bonus that was in effect with respect to such prior fiscal year as well as Company and your business unit performance as determined by the Compensation Committee in its discretion, but without adjustment for your individual performance; and

d. (i) *Time-Vested Restricted Stock and Restricted Stock Unit Awards (including restricted stock unit awards that are subject to achievement of a performance condition and restricted stock unit awards that have no performance conditions)*. Each of your outstanding restricted stock or restricted stock units awards granted to you under the plans of the Company (other than the CEO Special Equity Award which shall be treated in the manner described above) shall continue to vest in accordance with their original vesting schedule irrespective of the termination of the term hereof and payments or deliveries with respect to your restricted stock and restricted stock units shall be made on the original vesting date(s) (or, in the case of restricted stock units, on the original distribution date(s)); *provided*, however, that at the time of your termination from employment, the Company shall withhold and settle a portion of each of your outstanding restricted stock and restricted stock unit awards in an amount sufficient to fund the minimum amount of statutory tax withholding requirements (including federal, state and local income and employment tax withholding required due to such awards being "vested" for tax purposes) resulting from the recognition of income in respect of each such outstanding restricted stock or restricted stock unit award, and make a payroll tax contribution in such amount on your behalf;

(ii) Performance-Based Restricted Stock Unit Awards. Each of your outstanding performance-based restricted stock unit ("*PRSUs*") awards granted under the plans of the Company, if any, shall immediately vest in full and shall be payable to you at the same time as such awards are paid to active employees of the Company and the payment amount of such award shall be to the same extent that other similarly situated executives receive payment for such awards as determined by the Compensation Committee (subject to the satisfaction of any applicable performance objectives); *provided* that, if the applicable performance objectives are not satisfied then any such PRSUs will be forfeited;

(iii) Each of your outstanding long-term cash performance awards ("*CPAs*") granted under the plans of the Company, if any, shall immediately vest in full and shall be payable to you at the same time as such awards are paid to active employees of the Company and the payment amount of such award shall be to the same extent that other similarly situated executives receive payment for such awards as determined by the Compensation Committee (subject to the satisfaction of any applicable performance objectives); *provided* that, if the applicable performance objectives are not satisfied then any such CPAs will be forfeited; and

(iv) Each of your outstanding stock options and stock appreciation awards under the plans of the Company, if any, shall continue to vest in accordance with their original vesting schedule irrespective of the termination of the term hereof and you shall have the right to exercise each of those options and stock appreciation awards for the remainder of the term of such option or award.

If you die after a termination of your employment that is subject to the above, your estate or beneficiaries will be provided any remaining benefits and rights under the above subsections (a) through (d).

Except as otherwise set forth herein, in connection with any termination of your employment, your then outstanding equity and cash incentive awards shall be treated in accordance with their terms and, other than as provided in this Agreement, you shall not be eligible for severance benefits under any other plan, program or policy of the Company. Nothing in this Agreement is intended to limit any more favorable rights that you may be entitled to under your equity and cash incentive award agreements, including, without limitation, your rights in the event of a termination of your employment, a "Going Private Transaction" or a "Change of Control" (as those terms are defined in the applicable award agreement).

If you cease to be an employee of the Company prior to the Expiration Date as a result of your death or your physical or mental disability, and at such time Cause does not exist then, subject (other than in the case of death) to your execution and delivery, within 60 days after the date of termination of your employment, and non-revocation (within any applicable revocation period) of the Severance Agreement, you or your estate or beneficiary shall be provided with the benefits and rights set forth in subsections (b) and (c) above, and each of your outstanding equity, cash incentive, stock option, and stock appreciation awards granted under the plans of the Company shall immediately vest in full, whether or not subject to performance criteria and shall be payable on the 90th day after the termination of your employment; *provided*, that if any such award is subject to any performance criteria, then (i) if the measurement period for such performance criteria has not yet been fully completed, then the payment amount shall be at the target amount for such award and (ii) if the measurement period for such performance criteria has already been fully completed, then the payment of such award shall be at the same time and to the extent that other similarly situated executives receive payment as determined by the Compensation Committee (subject to satisfaction of the applicable performance criteria).

This Agreement does not constitute a guarantee of employment or benefits for any definite period. Your employment may be terminated by you or the Company at any time, with or without notice, liability (subject to the terms of this Agreement) or cause. With the exception of the provisions that, by their term, survive your death, this Agreement shall automatically terminate upon your death.

6. Section 409A. If and to the extent that any payment or benefit hereunder, or any plan, award or arrangement of the Company or its affiliates, is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid or benefit not provided in respect of the six-month period specified in the preceding sentence will be paid to you in a lump sum or provided to you as soon as practicable after the expiration of such six-month period. Each payment or benefit hereunder shall be treated as a separate payment for purposes of Section 409A to the extent Section 409A applies to such payments or benefits.

To the extent you are entitled to any expense reimbursement from the Company that is subject to Section 409A, (i) the amount of any such expenses eligible for reimbursement in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except under any lifetime limit applicable to expenses for medical care), (ii) in no event shall any such expense be reimbursed after the last day of the calendar year following the calendar year in which you incurred such expense, and (iii) in no event shall any right to reimbursement be subject to liquidation or exchange for another benefit.

The Company may withhold from any payment due to you hereunder any taxes that are required to be withheld under any law, rule or regulation. If any payment otherwise due to you hereunder would result in the imposition of the excise tax imposed by Section 4999 of the Internal Revenue Code, the Company will instead pay you either (i) such amount or (ii) the maximum amount that could be paid to you without the imposition of the excise tax, depending on whichever amount results in your receiving the greater amount of after-tax proceeds (as reasonably determined by the Company). In the event that any such payment or benefits payable to you hereunder would be reduced because of the imposition of such excise tax, then such reduction will be determined in a manner which has the least economic cost to you and, to the extent the economic cost is equivalent, such payments or benefits will be reduced in the inverse order of when the payments or benefits would have been made to you (*i.e.*, later payments will be reduced first) until the reduction specified is achieved.

The intent of the parties is that payments and benefits under this Agreement comply with Section 409A and applicable guidance issued thereunder or comply with an exemption from the application of Section 409A and, accordingly, all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. Neither party shall take any action to accelerate or delay the payment of any monies and/or provision of any benefits that are subject to Section 409A in any manner that would not be in compliance with Section 409A.

7. <u>Indemnification</u>. The Company hereby agrees that it shall indemnify and hold you harmless to the fullest extent provided in Article VIII of the Company's By-Laws and on terms no less favorable as those applicable to other similarly situated executives of the Company. To the extent that the Company maintains officers' and directors' liability insurance, you will be covered under such policy subject to the exclusions and limitations set forth therein. The provisions of this paragraph shall survive the expiration or termination of your employment and/or this Agreement as well as your execution of the Severance Agreement as provided for herein.

8. <u>Representations</u>. You hereby represent to the Company that you are not subject to any contract, arrangement, agreement, policy or understanding, including any restrictive covenants or obligations owed to any third-party (other than customary confidentiality restrictions imposed by your prior employer), that would in any way prevent, restrict or limit your ability to enter into and perform your obligations under this Agreement.

9. <u>Assignment</u>. This Agreement is personal to you and without the prior written consent of the Company shall not be assignable by you otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of, and be enforceable by, your legal representatives. This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns.

10. <u>Waiver</u>. To the extent permitted by law, you hereby waive any and all rights to a jury trial with respect to any claim arising out of or in any way connected with or related to this Agreement, your employment by the Company or the termination of your employment with the Company.

11. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the law of the State of New York applicable to contracts made and to be performed entirely within that State.

12. Jurisdiction. You and the Company hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement, and you and the Company hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate.

13. Notices. You and the Company hereby agree that mailing of notice, process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof if delivered to you at your address set forth above or to the Company at 11 Penn Plaza, New York, NY 10001, respectively, or to such other address as you or the Company may later designate in writing for the receipt of such notices.

14. Amendment. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, such provision shall be deemed modified, amended and narrowed to the extent necessary to render the same legal, valid and enforceable, and the other remaining provisions of this Agreement shall not be affected but shall remain in full force and effect.

17. Definitions. Capitalized terms used in this Agreement, including in *Annex I* attached hereto, shall have the meanings set forth below:

"*Cause*" means your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or an affiliate thereof, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for, in each case, any crime involving moral turpitude or any felony.

"*Good Reason*" means that (1) without your consent, (A) your base salary or annual bonus target (as each may be increased from time to time in the Compensation Committee's discretion) is reduced, (B) your title is diminished, (C) you report to someone other than the Chairman of the Board, (D) your responsibilities as in effect immediately after the date hereof are thereafter materially diminished, (E) the Company materially breaches its obligations to you under this Agreement or, (F) the Company requires that your principal office be located more than fifty (50) miles from Manhattan, (2) you have given the Company written notice, referring specifically to this letter and definition, that you do not consent to such action, (3) the Company has not corrected such action within 30 days of receiving such notice, and (4) you voluntarily terminate your employment with the Company within 90 days following the happening of the action described in subsection (1) above.

18. Construction. It is the parties’ intention that this Agreement not be construed more strictly with regard to you or the Company. This Agreement reflects the entire understanding and agreement of you and the Company with respect to the subject matter hereof and supersedes all prior understandings and agreements.

[Signature page follows.]

AMC NETWORKS INC.

By: /s/ James Gallagher
Name: James Gallagher
Title: EVP and General Counsel

ACCEPTED AND AGREED:

By: /s/ Kristin Dolan
Name: Kristin Dolan

Date: February 15, 2023

ANNEX I

This Annex constitutes part of the Agreement dated February 15, 2023, by and between Kristin Dolan ("*You*") and AMC Networks Inc. (the "*Company*"). Terms defined in the Agreement shall have the same meanings in this Annex.

You agree to comply with the following covenants in addition to those set forth in the Agreement.

1. **Confidentiality**

(a) Agreement. You agree to keep the existence and terms of this Agreement confidential (unless it is made public by the Company) *provided* that (1) you are authorized to make any disclosure required of you by any federal, state or local laws or judicial proceedings, after providing the Company with prior written notice and an opportunity to respond to such disclosure (unless such notice is prohibited by law), (2) you may disclose this Agreement to your attorneys and advisers, (3) you and your representatives and agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to you relating to such tax treatment or structure, and (4) you may disclose this Agreement in connection with any action by you to enforce or defend your rights under this Agreement.

(b) Confidential and Proprietary Information. You agree to retain in strict confidence and not use for any purpose whatsoever or divulge, disseminate, copy, disclose to any third party, or otherwise use any Confidential Information, other than for legitimate business purposes of the Company and its affiliates. As used herein, "*Confidential Information*" means any non-public information of a confidential, proprietary, commercially sensitive or personal nature of, or regarding, the Company or any of its affiliates or any director, officer or member of senior management of any of the foregoing (collectively "*Covered Parties*"). The term Confidential Information includes information in written, digital, oral or any other format and includes, but is not limited to (i) information designated or treated as confidential, (ii) budgets, plans, forecasts or other financial or accounting data; (iii) subscriber, customer, guest, fan vendor or shareholder lists or data; (iv) technical or strategic information regarding the Covered Parties' cable, data, telephone, programming, advertising, sports, entertainment, film production, theatrical, motion picture exhibition or other businesses, (v) advertising, business, programming, sales or marketing tactics and strategies; (vi) policies, practices, procedures or techniques, (vii) trade secrets or other intellectual property; (viii) information, theories or strategies relating to litigation, arbitration, mediation, investigations or matters relating to governmental authorities; (ix) terms of agreements with third parties and third party trade secrets, (x) information regarding employees, players, coaches, agents, talent, consultants, advisors or representatives, including their compensation or other human resources policies and procedures and (xi) any other information the disclosure of which may have an adverse effect on the Covered Parties' business reputation, operations or competitive position, reputation or standing in the community.

(c) Exception for Disclosure Pursuant to Law. Notwithstanding the foregoing, the obligations set forth in subsection (b) above, other than with respect to subscriber or customer information, shall not apply to Confidential Information that is:

1) already in the public domain;
2) disclosed to you by a third party with the right to disclose it in good fait; or
3) specifically exempted in writing by the applicable Covered Party from the applicability of this Agreement

Notwithstanding anything to the contrary in this Agreement or otherwise, nothing shall limit your rights under applicable law to provide truthful information to any governmental entity or to file a charge with or participate in an investigation conducted by any governmental entity.

You are hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provide that an individual cannot be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (1) in confidence to federal, state or local government officials, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of the law, (2) under seal in a complaint or other document filed in a lawsuit or other proceeding, or (3) to your attorney in connection with a lawsuit for retaliation for reporting a suspected violation of law (and the trade secret may be used in the court proceedings for such lawsuit) as long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order.

2. Non-Compete

You acknowledge that due to your executive position in the Company and your knowledge of Confidential Information, your employment by or affiliation with certain businesses would be detrimental to the Company or any of its direct or indirect subsidiaries. You agree that, without the prior written consent of the Company, you will not represent, become employed by, consult to, advise in any manner or have any material interest, directly or indirectly, in any Competitive Entity (as defined below). A "*Competitive Entity*" shall mean any person, entity or business that (i) competes with any of the Company's or any of its affiliate's programming or other existing businesses, nationally or regionally; or (ii) directly competes with any other business of the Company or one of its subsidiaries that produced greater than 10% of the Company's revenues in the calendar year immediately preceding the year in which the determination is made. Ownership of not more than 1% of the outstanding stock of any publicly traded company shall not, by itself, be a violation of this paragraph. This agreement not to compete will expire on the first anniversary of the date on which your employment with the Company has terminated if such termination occurs prior to the Expiration Date. For the avoidance of doubt, this agreement not to compete will expire on the Expiration Date if the termination of your employment with the Company occurs on the Expiration Date.

3. Additional Understanding

You agree, for yourself and others acting on your behalf, that you (and they) have not disparaged and will not disparage, make negative statements about or act in any manner which is intended to or does damage to the good will of, or the business or personal reputations of the Company, any of its affiliates or any of their respective incumbent or former officers, directors, agents, consultants, employees, successors and assigns.

This Agreement in no way restricts or prevents you from providing truthful testimony concerning the Company or its affiliates (i) as required by court order or other legal process, *provided* that you afford the Company written notice and an opportunity to respond prior to such disclosure; or (ii) in proceedings to enforce or defend your rights under this Agreement or any other written agreement between you and the Company or its affiliates.

In addition, you agree that the Company is the owner of all rights, title and interest in and to all documents, tapes, videos, designs, plans, formulas, models, processes, computer programs, inventions (whether patentable or not), schematics, music, lyrics, programming ideas and other technical, business, financial, advertising, sales, marketing, customer, programming or product development plans, forecasts, strategies, information and materials (in any medium whatsoever) developed or prepared by you or with your cooperation during the course of your employment by the Company (the "*Materials*"). The Company will have the sole and exclusive authority to use the Materials in any manner that it deems appropriate, in perpetuity, without additional payment to you.

4. Further Cooperation

Following the date of termination of your employment with the Company, you will no longer provide any regular services to the Company or represent yourself as a Company agent. If, however, the Company so requests, you agree to cooperate fully with the Company in connection with any matter with which you were involved prior to such employment termination, or in any litigation or administrative proceedings or appeals (including any preparation therefore) where the Company believes that your personal knowledge, attendance or participation could be beneficial to the Company or its affiliates. This cooperation includes, without limitation, participation on behalf of the Company and/or its affiliates in any litigation, administrative or similar proceeding, including providing truthful testimony. The Company will pay you for your services rendered under this provision at a rate of $6,800.00 per day for each day or part thereof, within 30 days of the approval of the invoice thereof.

The Company will provide you with reasonable notice in connection with any cooperation it requires in accordance with this section and will take reasonable steps to schedule your cooperation in any such matters so as not to materially interfere with your other professional and personal commitments. The Company will reimburse you for any reasonable out-of-pocket expenses you reasonably incur in connection with the cooperation you provide hereunder as soon as practicable after you present appropriate documentation evidencing such expenses. You agree to provide the Company with an estimate of any such expense before it is incurred.

5. No Hire or Solicit

For the term of the Agreement and until one year after the termination of your employment, you agree not to hire, seek to hire, or cause any person or entity to hire or seek to hire (without the prior written consent of the Company), directly or indirectly (whether for your own interest or any other person or entity's interest) any employee of the Company or any of its affiliates.

This restriction does not apply to any employee who was discharged by the Company or any of its affiliates. In addition, this restriction will not prevent you from providing references.

6. Acknowledgments

You acknowledge that the restrictions contained in this *Annex*, in light of the nature of the Company's business and your position and responsibilities, are reasonable and necessary to protect the legitimate interests of the Company. You acknowledge that the Company has no adequate remedy at law and would be irreparably harmed if you breach or threaten to breach any of the provisions of this *Annex,* and therefore agree that the Company shall be entitled to injunctive relief to prevent any breach or threatened breach of any of the provisions and to specific performance of the terms of each of such provisions in addition to any other legal or equitable remedy it may have. You further agree that you will not, in any equity proceeding relating to the enforcement of the provisions of this *Annex*, raise the defense that the Company has an adequate remedy at law. Nothing in this *Annex* shall be construed as prohibiting the Company from pursuing any other remedies at law or in equity that it may have or any other rights that it may have under any other agreement. If it is determined that any of the provisions of this *Annex*, or any part thereof, is unenforceable because of the duration or scope (geographic or otherwise) of such provision, it is the intention of the parties that the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. Notwithstanding anything to the contrary contained in this Agreement, in the event you violate the covenants and agreements set forth in this *Annex*, then, in addition to all other rights and remedies available to the Company, the Company shall have no further obligation to pay you any severance benefits or to provide you with any other rights or benefits to which you would have been entitled pursuant to this Agreement had you not breached the covenants and agreements set forth in this *Annex*.

7. Survival

The covenants and agreement set forth in this *Annex* shall survive any termination or expiration of this Agreement and any termination of your employment with the Company, in accordance with their respective terms.

Exhibit 22

List of Guarantor Subsidiaries

As of March 31, 2023, the following subsidiaries of AMC Networks Inc. guarantee the notes issued by AMC Networks Inc.

Guarantor	Jurisdiction of Formation
2nd Party LLC	Delaware
61st Street Productions I LLC	Delaware
Across the River Productions LLC	Delaware
Aesir Media Group, LLC	Texas
AMC Film Holdings LLC	Delaware
AMC Games LLC	Delaware
AMC Network Entertainment LLC	New York
AMC Networks Broadcasting & Technology	New York
AMC Networks International LLC	Delaware
AMC Networks Productions LLC	Delaware
AMC Plus Holdings LLC	Delaware
AMC Premiere LLC	Delaware
AMC TV Studios LLC	Delaware
AMC/Sundance Channel Global Networks LLC	Delaware
AMCN Properties LLC	Delaware
American Movie Classics IV Holding Corp	Delaware
Animal Control Productions I LLC	Delaware
Anime Network LLC	Texas
Anthem Productions I LLC	Delaware
Badlands Productions I LLC	Louisiana
Badlands Productions II LLC	Delaware
Brockmire Productions I LLC	Delaware
Cobalt Productions LLC	Delaware
Comic Scribe LLC	Delaware
Crossed Pens Development LLC	Delaware
Dark Winds Productions I LLC	Delaware
Digital Store LLC	Delaware
Dispatches Productions I LLC	Delaware
Expedition Productions I LLC	Delaware
Five Families Productions I LLC	Delaware
Five Moons Productions I LLC	Delaware
Geese Productions LLC	Delaware
Ground Work Productions LLC	Delaware
Halt and Catch Fire Productions I LLC	Delaware
Halt and Catch Fire Productions II LLC	Delaware
Halt and Catch Fire Productions III LLC	Delaware
Halt and Catch Fire Productions IV LLC	Delaware
Halt and Catch Fire Productions LLC	Delaware
Hap and Leonard Productions II LLC	Delaware
Hap and Leonard Productions III LLC	Delaware
HIDIVE LLC	Delaware

Guarantor	Jurisdiction of Formation
IFC Entertainment Holdings LLC	Delaware
IFC Entertainment LLC	Delaware
IFC Films LLC	Delaware
IFC In Theaters LLC	Delaware
IFC Productions I L.L.C.	Delaware
IFC Television Holdings LLC	Delaware
IFC Theatres Concessions LLC	Delaware
IFC Theatres, LLC	Delaware
IFC TV LLC	Delaware
IFC TV Studios Holdings LLC	Delaware
IFC TV Studios LLC	Delaware
Infinite Frontiers, LLC	Texas
Japan Creative Contents Alliance LLC	Delaware
Kindred Spirit Productions LLC	Delaware
Kopus Productions II LLC	Delaware
Kopus Productions LLC	Delaware
Lodge Productions I LLC	Delaware
Lodge Productions II LLC	Delaware
Making Waves Studio Productions LLC	Delaware
Mechanical Productions I LLC	Delaware
Monument Productions I LLC	Delaware
Moonhaven Productions I LLC	Delaware
Newfound Lake Productions I LLC	Delaware
NOS4A2 Productions I LLC	Rhode Island
Peach Pit Properties LLC	Delaware
Peachwood Productions LLC	Delaware
Pens Down LLC	Delaware
Premier Quills LLC	Delaware
AMC Content Distribution LLC	Delaware
Rainbow Media Enterprises, Inc.	Delaware
Rainbow Media Holdings LLC	Delaware
Rectify Productions II LLC	Delaware
Rectify Productions III LLC	Delaware
Rectify Productions IV LLC	Delaware
Rectify Productions LLC	Delaware
Red Monday Programming LLC	Delaware
RNC Holding Corporation	Delaware
RNC II Holding Corporation	Delaware
Roughhouse Productions I LLC	Delaware
Selects VOD LLC	Delaware
Sentai Holdings, LLC	Texas
Sentai Filmworks, LLC	Texas
Shudder LLC	Delaware

Guarantor	Jurisdiction of Formation
Sleuth Secrets Productions LLC	Delaware
Stalwart Productions LLC	Delaware
Stan Productions I LLC	Delaware
Stan Productions II LLC	Delaware
Sundance Channel Originals LLC	Delaware
Sundance Film Holdings LLC	Delaware
SundanceTV LLC	Delaware
Sxion 23, LLC	Texas
Tales Productions I LLC	Delaware
TWD Productions IV LLC	Delaware
TWD Productions IX LLC	Delaware
TWD Productions V LLC	Delaware
TWD Productions VI LLC	Delaware
TWD Productions VII LLC	Delaware
TWD Productions VIII LLC	Delaware
TWD Productions X LLC	Delaware
TWD Productions XI LLC	Delaware
Unio Mystica Holding, LLC	Texas
Universe Productions LLC	Delaware
Vampire Chronicles Productions I LLC	Delaware
Voom HD Holdings LLC	Delaware
WE TV Holdings LLC	Delaware
WE tv LLC	Delaware
We TV Studios LLC	Delaware
Woodbury Studios LLC	Delaware

I, Kristin A. Dolan, certify that:

1. I have reviewed this report on Form 10-Q 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 period 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: May 9, 2023

By: /s/ Kristin A. Dolan
Kristin A. Dolan
Chief Executive Officer

Exhibit 31.2

I, Patrick O'Connell, certify that:

1. I have reviewed this report on Form 10-Q 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 period 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: May 9, 2023

By: /s/ Patrick O'Connell
Patrick O'Connell
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' Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 (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: May 9, 2023

By: /s/ Kristin A. Dolan
Kristin A. Dolan
Chief Executive Officer

Date: May 9, 2023

By: /s/ Patrick O'Connell
Patrick O'Connell
Executive Vice President and Chief Financial Officer