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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 9)\***

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**RLJ Entertainment, Inc.**

(Name of Issuer)

**Common Stock, par value \$0.001 per share  
(Title of Class of Securities)**

**74965F203  
(CUSIP Number)**

**Sean S. Sullivan  
Executive Vice President and Chief Financial Officer  
AMC Networks Inc.  
11 Pennsylvania Plaza  
New York, NY 10001  
(212) 324-8500**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 29, 2018  
(Date of Event Which Requires Filing of this Statement)**

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	NAMES OF REPORTING PERSONS AMC Networks Inc.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC, OO (See Item 3)	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 26,657,258 (1)
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 26,657,258 (1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,657,258 (1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 71.04% (3)	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) This figure is based on 4,682,620 shares of common stock, par value \$0.001 per share (the "Common Stock"), of RLJ Entertainment, Inc., a Nevada corporation (the "Issuer"), held indirectly through Digital Entertainment Holdings LLC, a Delaware limited liability company ("DEH"), plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of Series D-1 preferred stock, par value \$0.001 per share (the "Preferred Stock"), of the Issuer held indirectly through DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of Class A, Class B and Class C warrants to purchase Common Stock with an initial exercise date of October 14, 2016 (the "Warrants") held indirectly through DEH and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the warrants to purchase Common Stock with an initial exercise date of May 20, 2015 (the "2015 Warrants") held indirectly through DEH.
- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with Robert L. Johnson, The RLJ Companies, LLC and RLJ SPAC Acquisition, LLC ("RLJ SPAC"), and collectively with Robert L. Johnson and The RLJ Companies, LLC, the "Johnson Entities") with respect to the Common Stock of the Issuer. As disclosed in Amendment No. 11 to the Statement of Beneficial Ownership on Schedule 13D with respect to the Issuer filed by the Johnson Entities with the Securities and Exchange Commission (the "Commission") on February 27, 2018 (the "Johnson Schedule 13D"), the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.

- (3) This calculation is based on 15,138,250 shares of Common Stock of the Issuer outstanding as of May 3, 2018 as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Commission on May 10, 2018 (the "Form 10-Q"), plus (i) the 413,709 shares of Common Stock issued to DEH on July 2, 2018 as payment of interest due to DEH on such date pursuant to that certain Credit and Guaranty Agreement, by and among the Issuer, certain subsidiaries of the Issuer as Guarantors, and DEH, dated as of October 14, 2016, as amended by the First Amendment dated as of January 30, 2017, the Second Amendment dated as of June 16, 2017 and the Third Amendment dated as of May 31, 2018 (the "Credit Agreement"), (ii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock as described in note 1, (iii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iv) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants as described in note 1. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

<b>1</b>	NAMES OF REPORTING PERSONS Rainbow Media Holdings LLC
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	SEC USE ONLY
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b> SOLE VOTING POWER 0
	<b>8</b> SHARED VOTING POWER 26,657,258 (1)
	<b>9</b> SOLE DISPOSITIVE POWER 0
	<b>10</b> SHARED DISPOSITIVE POWER 26,657,258 (1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,657,258 (1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 71.04% (3)
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO

- (1) This figure is based on 4,682,620 shares of Common Stock held indirectly through DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of the Preferred Stock of the Issuer held indirectly through DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH, and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held indirectly through DEH.
- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.
- (3) This calculation is based on 15,138,250 shares of Common Stock of the Issuer outstanding as of May 3, 2018 as disclosed in Form 10-Q, plus (i) the 413,709 shares of Common Stock issued to DEH on July 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock as described in note 1, (iii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iv) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants as described in note 1. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

<b>1</b>	NAMES OF REPORTING PERSONS Rainbow Media Enterprises, Inc.
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	SEC USE ONLY
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b> SOLE VOTING POWER 0
	<b>8</b> SHARED VOTING POWER 26,657,258 (1)
	<b>9</b> SOLE DISPOSITIVE POWER 0
	<b>10</b> SHARED DISPOSITIVE POWER 26,657,258 (1)
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<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 71.04% (3)
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO

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- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.
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<b>1</b>	NAMES OF REPORTING PERSONS Rainbow Programming Holdings LLC
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	SEC USE ONLY
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b> SOLE VOTING POWER 0
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- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.
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<b>1</b>	NAMES OF REPORTING PERSONS IFC Entertainment Holdings LLC	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0
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<b>1</b>	NAMES OF REPORTING PERSONS AMC Digital Entertainment Holdings LLC	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0
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<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 71.04% (3)	
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<b>1</b>	NAMES OF REPORTING PERSONS Digital Entertainment Holdings LLC
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	SEC USE ONLY
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC, OO (See Item 3)
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>
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NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b> SOLE VOTING POWER 0
	<b>8</b> SHARED VOTING POWER 26,657,258 (1)
	<b>9</b> SOLE DISPOSITIVE POWER 0
	<b>10</b> SHARED DISPOSITIVE POWER 26,657,258 (1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,657,258 (1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 71.04% (3)
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO

- (1) This figure is based on 4,682,620 shares of Common Stock held directly by DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of the Preferred Stock of the Issuer held directly by DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held directly by DEH, and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held directly by DEH.
- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.
- (3) This calculation is based on 15,138,250 shares of Common Stock of the Issuer outstanding as of May 3, 2018 as disclosed in Form 10-Q, plus (i) the 413,709 shares of Common Stock issued to DEH on July 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock as described in note 1, (iii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iv) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants as described in note 1. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

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**Item 1. Security and Issuer.**

This Amendment No. 9 (this "Amendment") amends and supplements the Statement of Beneficial Ownership on Schedule 13D originally filed by the Reporting Persons with the Commission on October 18, 2016, as further amended by Amendment No. 1 thereto, filed on June 20, 2017, Amendment No. 2 thereto, filed on June 30, 2017, Amendment No. 3 thereto, filed on October 3, 2017, Amendment No. 4 thereto, filed on January 3, 2018, Amendment No. 5 thereto, filed on January 8, 2018, Amendment No. 6 thereto, filed on February 26, 2018, Amendment No. 7 thereto, filed on April 2, 2018 and Amendment No. 8 thereto, filed on July 3, 2018 (collectively, the "Schedule 13D"), with respect to shares of common stock, par value \$0.001 per share (the "Common Stock"), of RLJ Entertainment, Inc., a Nevada corporation (the "Issuer"). The principal executive office of the Issuer is located at 8515 Georgia Avenue, Suite 650, Silver Spring, Maryland 20910. Unless specifically amended hereby, the disclosures set forth in the Schedule 13D remain unchanged. Capitalized terms used but not defined herein have the meanings given to them in the Schedule 13D.

**Item 3. Source and Amount of Funds or Other Consideration.**

*Item 3 of the Schedule 13D is hereby amended to add the following information:*

On July 29, 2018, the Issuer, AMC Networks Inc., a Delaware corporation ("AMC"), DEH and River Merger Sub Inc., a Nevada corporation and wholly-owned subsidiary of DEH ("Merger Sub"), and the Issuer entered into the Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which AMC has agreed to acquire the Issuer. The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into the Issuer, with the Issuer continuing as the surviving corporation and a subsidiary of DEH (the "Merger"). AMC has guaranteed the payment of all amounts due by DEH and Merger Sub pursuant to the Merger Agreement and intends to fund the approximately \$65.3 million required to consummate the Merger from cash on hand.

**Item 4. Purpose of Transaction.**

*Item 4 of the Schedule 13D is hereby amended to add the following information:*

Upon the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub will be merged with and into the Issuer, with the Issuer surviving the Merger as a wholly-owned subsidiary of DEH. Pursuant to the Merger, at the effective time of the Merger (the "Effective Time"), each outstanding share of Common Stock of the Issuer, other than shares owned by the Reporting Persons, will be converted into the right to receive \$6.25 in cash without interest (the "Per Share Merger Consideration") and will cease to be outstanding.

The Merger Agreement also includes provisions for the payment at the Effective Time of consideration, calculated based on the amount of the Per Share Merger Consideration, to the holders of outstanding Preferred Stock who elect to receive such cash consideration and holders of 2015 Warrants, except for certain excluded shares (which include shares beneficially owned by the Reporting Persons). Such holders of outstanding Preferred Stock will be entitled to receive \$7.81 per underlying share of Common Stock, in accordance with the terms of the Preferred Stock, if they elect cash as their consideration. Such holders of outstanding 2015 Warrants will be paid the difference between the Per Share Merger Consideration and the per share exercise price of the 2015 Warrants.

The Merger Agreement contains certain customary termination rights for DEH and the Issuer and further provides that (i) a termination fee equal to \$6.75 million will be payable to DEH by the Issuer in connection with termination of the Merger Agreement due to a change of recommendation by the Special Committee of the Issuer's board of directors (the "Special Committee") to accept a Superior Proposal (as defined in the Merger Agreement) and (ii) the documented, out-of-pocket expenses of DEH incurred in connection with the Merger Agreement up to a maximum of \$3 million will be payable to DEH by the Issuer in connection with the termination of the Merger Agreement due to a change of recommendation by the Special Committee as a result of an Intervening Event (as defined in the Merger Agreement).

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Consummation of the Merger is subject to customary conditions, including conditions relating to (i) the approval of the Merger Agreement by the requisite vote of the stockholders of the Issuer, (ii) the absence of any order, law or other legal restraint preventing or making unlawful the consummation of the Merger and (iii) the absence of a Material Adverse Effect (as defined in the Merger Agreement) that remains in effect.

Upon the terms and subject to the conditions set forth in the Merger Agreement, at the Effective Time, the articles of incorporation of the surviving corporation will be amended and restated to be substantially in the form attached to the Merger Agreement, and the bylaws of the surviving corporation will be amended and restated in their entirety to be substantially in the form attached to the Merger Agreement.

Following the consummation of the Merger, the Issuer will become a wholly-owned subsidiary of DEH. In addition, if the Merger is consummated, the Issuer would be delisted from the NASDAQ Global Select Market, the Issuer's obligations to file periodic reports under the Exchange Act would be terminated and the Issuer would be privately held by AMC and the Johnson Entities.

As a condition to the willingness of AMC and DEH to enter into the Merger Agreement, the Johnson Entities entered into a Voting and Transaction Support Agreement with DEH and the Issuer, dated as of July 29, 2018 (the "Voting Agreement"). Pursuant to the Voting Agreement, the Johnson Entities have agreed, among other things, to vote the 6,794,465 shares of Common Stock beneficially owned by them (together with any additional shares of Common Stock of the Issuer acquired by the Johnson Entities after the date of the Voting Agreement, including by exercising the 2015 Warrants held by them) in favor of approval of the Merger Agreement and the transactions contemplated thereby, subject to the terms of the Voting Agreement.

As a condition to the willingness of DEH and AMC to enter into the Merger Agreement, and concurrently with the execution of the Voting Agreement, the Johnson Entities also entered into a Contribution Agreement with DEH and AMC Digital Entertainment Holdings LLC, a Delaware limited liability company and the sole member of DEH ("AMC DE"), dated as of July 29, 2018 (the "Contribution Agreement"), pursuant to which the Johnson Entities will contribute to DEH the 2015 Warrants and Common Stock of the Issuer beneficially owned by them immediately prior to the closing of the Merger in exchange for the issuance to RLJ SPAC of membership interests in DEH.

At the closing of the Merger, the Reporting Persons will enter into agreements with RLJ SPAC and Robert L. Johnson with respect to Mr. Johnson's liquidity, governance rights and role at the surviving corporation following the closing of the transaction.

The information set forth in Item 3 of this Amendment is incorporated into this Item 4 by reference.

#### **Item 5. Interest in Securities of the Issuer.**

- (a) As of July 30, 2018, each of the Reporting Persons beneficially owns 4,682,620 shares of Common Stock of the Issuer held by DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of Preferred Stock of the Issuer held by DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held by DEH and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held by DEH, which represents in the aggregate 71.04% of the number of shares of Common Stock outstanding based on 15,138,250 shares of Common Stock of the Issuer outstanding as of May 3, 2018 as disclosed in the Form 10-Q, plus (i) the 413,709 shares of Common Stock issued to DEH on July 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock, (iii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants, and (iv) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in

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information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

To the Reporting Persons' knowledge, none of the Covered Persons directly owns any shares of Common Stock as of July 30, 2018; provided, however, that because of each Covered Person's status as a controlling stockholder, director or executive officer of a Reporting Person, a Covered Person may be deemed to be the beneficial owner of the shares of Common Stock beneficially owned by such Reporting Person. Each of the Covered Persons disclaims beneficial ownership of the shares of Common Stock reported herein pursuant to Rule 13d-4 of the Securities Exchange Act of 1934, as amended, and the filing of this Schedule 13D shall not be construed as an admission that any such Covered Person is the beneficial owner of any securities covered by this Schedule 13D.

Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.

- (b) The responses of the Reporting Persons to (i) Rows (7) through (10) of the cover pages of this Schedule 13D and (ii) Item 5(a) of this Item 5 are incorporated into this Item 5(b) by reference. Each of the Reporting Persons has shared power to vote, or direct the vote, and shared power to dispose, or to direct the disposition, with respect to the shares of Common Stock reported for such Reporting Person.
- (c) Except for the transactions described in Item 3 and Item 4 of this Schedule 13D, which are incorporated into this Item 5(c) by reference, none of the Reporting Persons nor, to their knowledge, any of the Covered Persons, has effected any transactions in Common Stock of the Issuer during the past 60 days.
- (d) No other person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock covered by this statement on Schedule 13D.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

*Item 6 of the Schedule 13D is hereby amended to add the following information:*

A copy of the Joint Filing Agreement among the Reporting Persons is attached as Exhibit 1 hereto.

The information set forth in Items 3 and 4 of this Amendment is incorporated into this Item 6 by reference. A copy of the Merger Agreement, Voting Agreement and Contribution Agreement are attached as Exhibits 2, 3 and 4, respectively, hereto.

**Item 7. Material to be Filed as Exhibits.**

*Item 7 of the Schedule 13D is hereby amended to add the following exhibits:*

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<u>Exhibit No.</u>	<u>Exhibit Description</u>
1	Joint Filing Agreement, by and among the Reporting Persons, dated July 30, 2018.*
2	Agreement and Plan of Merger, by and among the Issuer, DEH, AMC (solely for the purposes of Section 10.7 thereof) and River Merger Sub Inc., dated as of July 29, 2018 (incorporated by reference to Exhibit 2.1 to the current report on Form 8-K of AMC filed on July 30, 2018).
3	Voting and Transaction Support Agreement, dated as of July 29, 2018, by and among the Issuer, DEH and the Johnson Entities.*
4	Contribution Agreement, dated as of July 29, 2018, by and among DEH, AMC Digital Entertainment Holdings LLC and the Johnson Entities.*

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\* Filed herewith.

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**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 30, 2018

AMC NETWORKS INC.

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW MEDIA HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW MEDIA ENTERPRISES, INC.

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW PROGRAMMING HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

IFC ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

AMC DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

**JOINT FILING AGREEMENT**

This will confirm the agreement by and among all the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to the beneficial ownership by the undersigned of the Common Stock, par value \$0.001 per share, of RLJ Entertainment, Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k). This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: July 30, 2018

AMC NETWORKS INC.

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

RAINBOW MEDIA HOLDINGS LLC

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

RAINBOW MEDIA ENTERPRISES, INC.

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

RAINBOW PROGRAMMING HOLDINGS LLC

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

IFC ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

AMC DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly  
Name: Anne G. Kelly  
Title: Senior Vice President and Secretary

VOTING AND TRANSACTION SUPPORT AGREEMENT

This VOTING AND TRANSACTION SUPPORT AGREEMENT, dated as of July 29, 2018 (this "Agreement"), is entered into by and among RLJ Entertainment, Inc., a Nevada corporation (the "Company"), Digital Entertainment Holdings LLC, a Delaware limited liability company ("Parent"), Robert L. Johnson, a natural person, The RLJ Companies, LLC, a Delaware limited liability company, and RLJ SPAC Acquisition, LLC, a Delaware limited liability company ("RLJ SPAC") and together with Robert L. Johnson and The RLJ Companies, LLC, the "Stockholder"). Capitalized terms used and not otherwise defined herein, and the term "materially delay" as used in this Agreement, shall have the respective meanings ascribed to them in the Merger Agreement (as defined below). The Company is made a party to this Agreement solely for purposes of Sections 6 and 8.

RECITALS

WHEREAS, as of the date hereof, the Stockholder is the record and beneficial owner of the number of shares of common stock, par value \$0.001 per share, of the Company ("Common Stock") and warrants to purchase Common Stock with an initial exercise date of May 20, 2015 (the "2015 Warrants") set forth on Schedule A hereto (the shares of Common Stock set forth on Schedule A hereto, together with all additional shares of Common Stock that become beneficially owned by the Stockholder or any Affiliate (as defined in the Merger Agreement) of Robert L. Johnson upon the exercise of the 2015 Warrants or otherwise after the date hereof through the Expiration Date (as defined below), the "Subject Shares");

WHEREAS, concurrently with the execution of this Agreement, the Company, AMC Networks Inc., a Delaware corporation ("Ultimate Parent"), Parent and River Merger Sub Inc., a Nevada corporation and wholly owned subsidiary of the Company ("Merger Sub"), have entered into an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), pursuant to which, upon the terms and subject to the conditions thereof, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent;

WHEREAS, as a condition and inducement to the willingness of Ultimate Parent, Parent and Merger Sub to enter into the Merger Agreement, Parent has required that the Stockholder and the Company agree to, and the Stockholder and Company have agreed to, enter into this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Stockholder is entering into a Contribution Agreement with Parent, whereby the Stockholder will contribute to Parent the 2015 Warrants and Common Stock beneficially owned by the Stockholder immediately prior to the closing of the Merger (the "Contribution Agreement"); and

WHEREAS, as of the date hereof and subject to the terms and conditions herein, the Stockholder has determined to vote in favor of the Merger and the transactions contemplated by the Merger Agreement and, in furtherance thereof, has agreed to enter into this Agreement.



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NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Agreement to Vote.

(a) From the date hereof until the Expiration Date, at every meeting of the stockholders of the Company called with respect to any of the following, and at every adjournment or postponement thereof, the Stockholder hereby irrevocably and unconditionally agrees to be present (in person or by proxy) and vote (or cause to be voted) all of the Subject Shares as of the applicable record date: (i) in favor of the approval of the Merger Agreement (and any other matter in connection therewith submitted by the Company to a vote of the Company's stockholders at the Company Stockholders' Meeting) and (ii) against the following actions: (A) any Acquisition Proposal and (B) any amendment of the Company's Organizational Documents or any action or agreement that would reasonably be expected to (1) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement, which breach would result in a failure of any of Parent's and Merger Sub's obligations to consummate the Merger pursuant to Section 8.2(a) or Section 8.2(b) under the Merger Agreement to be satisfied, or (2) prevent, materially delay or materially impair the consummation of the Merger or any other transaction contemplated by the Merger Agreement. Any such vote shall be affirmatively cast by the Stockholder in accordance with applicable Law and the Company's Organizational Documents so as to ensure that it is duly counted at the Company Stockholders' Meeting, including for purposes of determining that a quorum is present at the Company Stockholders' Meeting and recording the results of such vote.

(b) Solely in the event of a failure by the Stockholder to act in accordance with its obligations pursuant to Section 1(a) of this Agreement, the Stockholder hereby irrevocably grants to and appoints Parent (and any designee thereof) as such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Stockholder, to (i) represent the Subject Shares and (ii) vote and otherwise act (by voting at any meeting of stockholders of the Company or otherwise) with respect to the Subject Shares, in the case of each of clause (i) and clause (ii), regarding the matters referred to in Section 1(a) until the Expiration Date, to the same extent and with the same effect as the Stockholder could do under applicable Law. The proxy granted by the Stockholder pursuant to this Section 1(b) is delivered in connection with the transactions contemplated by the Merger Agreement, is coupled with an interest (including for the purposes of Nevada Revised Statutes 78.355(5)), revokes any and all prior proxies granted by the Stockholder with respect to the Subject Shares regarding the matters referred to in Section 1(a) and is irrevocable until the Expiration Date (notwithstanding, for the avoidance of doubt, whether or not such term extends beyond the date that is six months after the date of this Agreement). The Stockholder hereby ratifies and confirms all actions that the proxy appointed hereunder may lawfully do or cause to be done in accordance with this Agreement. Notwithstanding the foregoing, this proxy shall automatically be revoked on the Expiration Date. The parties acknowledge and agree that neither Parent, nor any of its Affiliates, shall owe any duty (fiduciary or otherwise), or incur any liability of any kind to any Stockholder, in connection with or as a result of the exercise of the powers granted to Parent by this Section 1(b).

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2. Restrictions on Transfer of Shares and Warrants; Proxies. The Stockholder covenants and agrees that during the period from the date of this Agreement through the Expiration Date, the Stockholder will not, directly or indirectly, (i) transfer, assign, sell, pledge, encumber, hypothecate or otherwise dispose of (whether by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise) or consent to any of the foregoing (“Transfer”), or cause to be Transferred, any of the 2015 Warrants or the Subject Shares (together, the “RLJ Securities”); (ii) grant any proxies (whether revocable or irrevocable) or powers of attorney, or any other authorization or consent with respect to any of the RLJ Securities (except in connection with voting by proxy at a meeting of the stockholders of the Company, as contemplated by Section 1(a) of this Agreement); (iii) deposit any of the RLJ Securities into a voting trust or enter into a voting agreement or arrangement with respect to any of the RLJ Securities; (iv) enter into any Contract with respect to the Transfer of any of the RLJ Securities; or (v) take any other action that would restrict, limit or interfere with (A) the performance of the Stockholder’s obligations hereunder or (B) the transactions contemplated by the Merger Agreement; provided, however, that the foregoing restrictions on Transfers of the RLJ Securities shall not prohibit any such Transfers by the Stockholder in connection with the transactions contemplated by the Contribution Agreement or the Merger Agreement.

3. No Solicitation. From the date hereof until the Expiration Date, neither the Stockholder nor any Affiliate of Robert L. Johnson shall, and the Stockholder shall instruct its and its Affiliate’s Representatives not to, directly or indirectly, (i) initiate, solicit, propose or knowingly encourage or otherwise knowingly facilitate (including by way of furnishing Company information) any inquiries or the making of any proposals or offers that constitute, or that would reasonably be expected to lead to, an Acquisition Proposal, (ii) other than to inform any Person of the existence of this Section 3 and the provisions of Section 7.2 of the Merger Agreement, participate in any discussions or negotiations with any third party regarding any Acquisition Proposal or (iii) enter into any Agreement related to an Acquisition Proposal. The Stockholder agrees to notify and promptly furnish to each of the Special Committee and Parent any communications or documentation that the Stockholder or any of his Affiliates receives relating to an Acquisition Proposal to the extent it is not apparent on the face of such communication or documentation received by the Stockholder or any of his Affiliates that the same was concurrently provided directly to the Special Committee and to Parent.

4. Documentation and Information; Publication. The Stockholder hereby (a) consents to and authorizes the publication and disclosure by the Company, Parent and/or their respective Affiliates of its identity and holdings of the Subject Shares and the nature of its commitments and obligations under this Agreement in any announcement, the Proxy Statement, Schedule 13E-3 or any other disclosure document or filing with or notice to a Governmental Entity in connection with the transactions contemplated by the Merger Agreement and the Contribution Agreement, and (b) agrees as promptly as practicable to give to the Company and Parent any information it may reasonably require for the preparation of any such disclosure documents. The Stockholder hereby agrees to as promptly as practicable notify the Company and Parent of any required corrections with respect to any written information supplied by the Stockholder specifically for use in any such disclosure document, filing or notice if and to the extent that it contains any untrue statement of material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except as required by applicable Law, neither the Stockholder nor any Affiliate of Robert L. Johnson, nor any of its or their Representatives, shall issue or cause the publication of any press release or make any other public announcement with respect to this Agreement, the Merger Agreement or the transactions contemplated hereby or thereby without the prior consent of each of Parent and the Special Committee.

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5. Representations and Warranties of the Stockholder. Each of Robert L. Johnson, The RLJ Companies, LLC and RLJ SPAC, severally and jointly, hereby represents and warrants to Parent and the Company as follows (and as used in this Section 5, "Stockholder" shall mean each of Robert L. Johnson, The RLJ Companies, LLC and RLJ SPAC):

(a) Organization; Good Standing. The Stockholder, if not a natural person, is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Authority. The Stockholder has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder enforceable in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) Consents and Approvals. Other than as provided in the Merger Agreement and except for any filings by the Stockholder with the SEC, the execution, delivery and performance by the Stockholder of this Agreement does not require any action by or in respect of, or any notice, report or other filing by the Stockholder with or to, or any consent, registration, approval, permit or authorization from, any Governmental Entity other than any actions or filings the absence of which would not reasonably be expected to prevent, materially delay or materially impair the consummation of the transactions contemplated by the Merger Agreement or the Stockholder's ability to observe and perform the Stockholder's obligations hereunder.

(d) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with the terms hereof, will (with or without notice or the passage of time or both) (i) violate, conflict with, result in a breach of, constitute a default under (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, first offer, first refusal, modification or acceleration of, any obligation under the organizational documents (if the Stockholder is not a natural person) of, any Contract of or Law applicable to, the Stockholder, or (ii) result in the creation of any lien, charge, pledge, security interest, claim or other encumbrance ("Lien") upon any of the properties or assets of the Stockholder, except, in the case of clause (ii), as would not, individually or in the aggregate, be reasonably likely to prevent or materially delay or materially impair the performance of the Stockholder's obligations under this Agreement.

(e) Litigation. There are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or threatened against the Stockholder that seek to enjoin, or are reasonably likely to have the effect of preventing, making illegal or otherwise interfering with, the performance of the Stockholder's obligations under this Agreement.

(f) Ownership of RLJ Securities; Voting Power. The Stockholder is the record and/or beneficial owner of, and has good and marketable title to, the RLJ Securities set forth on Schedule A hereto, free and clear of any and all Liens and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the RLJ Securities), other than any Liens (i) arising hereunder or under the Merger Agreement, the Contribution Agreement, the Stockholders' Agreement, dated as of October 14, 2016, by and among the Company, Parent, Robert L. Johnson and RLJ SPAC (the "2016 Stockholders' Agreement"), the Waiver Agreement, dated as of August 19, 2016, by and among the Company, Parent, Robert L. Johnson and RLJ SPAC (the "2016 Waiver Agreement"), or the Voting Agreement, dated as of August 19, 2016, by and among the Company, Parent, Robert L. Johnson and RLJ SPAC, or (ii) imposed by federal or state securities Laws. Neither the Stockholder nor any other Affiliate of Robert L. Johnson owns, of record or beneficially, any shares of Common Stock (or any securities convertible or exchangeable for Common Stock) other than the RLJ Securities set forth on Schedule A hereto. The Stockholder has, and will have at the time of the applicable stockholder meeting, the sole right to vote and direct the vote of, and to dispose of and direct the disposition of, the Subject Shares, and none of the RLJ Securities is subject to any agreement, arrangement or restriction that would prevent or delay the Stockholder's ability to perform its obligations hereunder. There are no agreements or arrangements of any kind, contingent or otherwise, obligating such Stockholder to Transfer, or cause to be Transferred, any of the RLJ Securities set forth on Schedule A hereto (other than arising hereunder or under the Merger Agreement, the Contribution Agreement, the 2016 Stockholders' Agreement or the 2016 Waiver Agreement), and no Person has any contractual or other right or obligation to purchase or otherwise acquire any of the RLJ Securities.

(g) Additional Company Stock. For the avoidance of doubt, any additional shares of Common Stock with respect to which the Stockholder or any controlled Affiliate of Robert L. Johnson acquires record or beneficial ownership after the date hereof, including by exercise of the 2015 Warrants, shall automatically become subject to the terms of this Agreement as though owned by such Stockholder as of the date hereof.

(h) Adjustments. The Stockholder hereby agrees that in the event of any stock split, stock combination (including by way of reverse stock split), stock dividend, reclassification, exchange of shares or other similar transaction affecting the Subject Shares, the terms of this Agreement shall apply to the resulting securities.

(i) Reliance by Parent. The Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

(j) Other Agreements. Except for this Agreement, the Stockholder has not: (a) taken any action that would or would reasonably be expected to (i) constitute or result in a breach hereof, (ii) make any representation or warranty of the Stockholder set forth in this Section 5 untrue or incorrect, or (iii) have the effect of preventing or disabling the Stockholder from performing any of its obligations under this Agreement; (b) granted any proxies or powers of attorney, or any other authorization or consent with respect to any of the Subject Shares with respect to the matters set forth in Section 1(a); or (c) deposited any of the RLJ Securities into a separate voting trust or entered into a voting agreement or arrangement with respect to any of the Subject Shares.

---

6. Representations and Warranties of the Company. The Company hereby represents and warrants to Parent and the Stockholder as follows:

- (a) Organization; Good Standing. The Company is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Nevada.
- (b) Authority. The Company has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, subject to the Bankruptcy and Equity Exception.
- (c) Consents and Approvals. Other than as provided in the Merger Agreement and any publicly available filings by the Company with the SEC, the execution, delivery and performance by the Company of this Agreement does not require any consent, approval, authorization or permit of, filing with or notification to any Governmental Entity, other than any consent, approval, authorization, permit, filing or notification the failure of which to make or obtain would not, individually or in the aggregate, be reasonably expected to prevent or materially delay the consummation of the Merger.

7. Representations and Warranties of Parent. Parent hereby represents and warrants to the Stockholder and the Company as follows:

- (a) Organization; Good Standing. Parent is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Delaware.
- (b) Authority. Parent has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by Parent and constitutes a valid and binding obligation of Parent enforceable in accordance with its terms, subject to the Bankruptcy and Equity Exception.
- (c) Consents and Approvals. Other than as provided in the Merger Agreement and any publicly available filings by Parent with the SEC, the execution, delivery and performance by Parent of this Agreement does not require any consent, approval, authorization or permit of, filing with or notification to any Governmental Entity, other than any consent, approval, authorization, permit, filing or notification the failure of which to make or obtain would not, individually or in the aggregate, be reasonably expected to prevent or materially delay the consummation of the Merger.

8. Stop Transfer; Changes in Subject Shares.

- (a) The Stockholder hereby agrees with, and covenants to, Parent that (i) this Agreement and the obligations hereunder shall attach to the RLJ Securities and shall be binding upon any Person or entity to which legal or beneficial ownership shall pass, whether by operation of law or otherwise, including its successors or assigns; and (ii) other than as permitted by this Agreement, the Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any or all of the RLJ Securities. Notwithstanding any Transfer, the Stockholder shall remain liable for the performance of all of its obligations under this Agreement.

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(b) The Company hereby acknowledges the restrictions on Transfers of the RLJ Securities contained in Section 2. The Company agrees not to register the Transfer of any certificate or uncertificated interest representing any RLJ Security unless such Transfer is made in compliance with this Agreement.

9. Termination. This Agreement shall automatically terminate without further action upon the earliest to occur of (a) the Effective Time, (b) the termination of the Merger Agreement in accordance with its terms (including, for the avoidance of doubt, in accordance with Sections 9.2(b) and 9.3(b) of the Merger Agreement) and (c) the effective date of a written agreement of the parties hereto terminating this Agreement (the date and time at which the earliest of clause (a), clause (b) and clause (c) occurs being, the “Expiration Date”). Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (i) nothing set forth in this Section 9 shall relieve any party from liability for any breach of this Agreement occurring prior to the termination hereof; and (ii) the provisions of this Section 9 and Section 11 through Section 19 shall survive any termination of this Agreement.

10. Definition of “Beneficial Ownership”. For purposes of this Agreement, “beneficial ownership” with respect to (or to “beneficially own”) any securities shall mean having “beneficial ownership” of such securities as determined pursuant to Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended, including pursuant to any agreement, arrangement or understanding, whether or not in writing.

11. Further Assurances. The Stockholder shall execute and deliver, or cause to be executed and delivered, such additional instruments and other documents and shall take such further actions as Parent or the Company may reasonably request for the purpose of carrying out and complying with all of the terms of this Agreement and the transactions contemplated thereby.

12. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (“e-mail”) transmission) and shall be given,

if to the Company, to:

RLJ Entertainment, Inc.  
8515 Georgia Avenue, Suite 650  
Silver Spring, Maryland 20910  
Attention: Miguel Penella  
Facsimile No.: (301) 608-9313  
E-mail: mpenella@rljentertainment.com

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with copies (which shall not constitute notice) to each of:

Arent Fox LLP  
1717 K Street, NW  
Washington, D.C. 20006  
Attention: Jeffrey E. Jordan  
Facsimile No.: (202) 857-6395  
E-mail: jeffrey.jordan@arentfox.com

RLJ Entertainment, Inc.  
8515 Georgia Avenue, Suite 650  
Silver Spring, Maryland 20910  
Attention: Andor Lazslo and Scott Royster  
Facsimile No.: (301) 608-9313  
E-mail: alazslo@rljentertainment.com / sroyster@rljentertainment.com

-and-

Greenberg Traurig, LLP  
MetLife Building  
200 Park Avenue  
New York, NY 10166  
Attention: Clifford E. Neimeth  
Facsimile No. (212) 805-9383  
E-mail: neimethc@gtlaw.com

if to Parent, to:

AMC Networks Inc.  
11 Penn Plaza  
New York, New York 10001  
Attention: Jamie Gallagher, EVP and General Counsel  
Facsimile No.: (646) 273-3789  
E-mail: jamie.gallagher@amcnetworks.com

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP  
125 Broad St.  
New York, NY 10004  
Attention: Brian E. Hamilton  
Facsimile No.: (212) 558-3588  
E-mail: hamiltonb@sullcrom.com

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if to the Stockholder, to:

The RLJ Companies, LLC  
3 Bethesda Metro Center, Suite 1000  
Bethesda, MD 20814  
Attention: H. Van Sinclair  
Facsimile No.: (202) 280-7750  
E-mail: Van@rljcompanies.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or email (i) at or prior to 5:30 p.m. (New York City time) on a Business Day or (ii) on a day that is not a Business Day or after 5:30 p.m. (New York City time) on a Business Day if such transmission is confirmed by the recipient, (b) the second Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (c) upon actual receipt by the party to whom such notice is required to be given

13. Amendment; Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by a duly authorized officer of each party to this Agreement or, in the case of a waiver, by a duly authorized officer of each party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

14. Fees and Expenses. All costs and expenses incurred in connection with this Agreement, including fees and expenses of financial advisors, financial sponsors, legal counsel and other advisors, shall be paid by the party incurring such cost or expense, whether or not the transactions contemplated by the Merger Agreement are consummated.

15. Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by any of the parties without the prior written consent of the other parties to this Agreement. Any purported assignment in violation of this Agreement is void. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns.

16. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Nevada, without regard to the conflict of law principles of such state to the extent that such principles would have the effect of applying the Laws of, or directing a matter to, another jurisdiction.



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(b) The parties hereto irrevocably agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be exclusively brought in the state and federal courts sitting in the Clark County, Nevada, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably agrees not to assert, and hereby waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 12 shall be deemed effective service of process on such party.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY BE CONNECTED WITH, ARISE OUT OF OR OTHERWISE RELATE TO THIS AGREEMENT IS EXPECTED TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY KNOWINGLY AND INTENTIONALLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY, CONNECTED WITH, ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES THAT (i) NO REPRESENTATIVE OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) IT MAKES THIS WAIVER VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.

18. Counterparts: Effectiveness. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument (including signatures delivered via facsimile or e-mail) and all of which together shall constitute the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto.

19. Entire Agreement. This Agreement, together with the Merger Agreement and the Contribution Agreement, constitutes the entire agreement among the applicable parties hereto and thereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both oral and written, among the applicable parties with respect to the subject matter hereof and thereof.

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20. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

21. Specific Performance. In the event of a breach or a threatened breach by any party to this Agreement of its obligations under this Agreement, any party injured or to be injured by such breach shall be entitled to specific performance of its rights under this Agreement or to injunctive relief, in addition to being entitled to exercise all rights provided in this Agreement and granted by Law, it being agreed by the parties that the remedy at law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense or objection in any action for specific performance or injunctive relief for which a remedy at law would be adequate is hereby waived.

22. Interpretation; Construction.

- (a) The headings and other captions in this Agreement are for convenience and reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.
- (b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

23. Stockholder Capacity Only. The parties to this Agreement hereby acknowledge and agree that Robert L. Johnson is entering into this Agreement solely in his capacity as a beneficial owner of Common Stock, 2015 Warrants and other securities of the Company and not in his capacity as a director or officer of the Company. Accordingly, notwithstanding anything express or implied to the contrary set forth in this Agreement, no provision in this Agreement is intended to, nor shall any provision of this Agreement, operate in any way to limit, restrict or prevent Robert L. Johnson from making any determination or taking or omitting to take any action in accordance with his fiduciary duties under applicable Law as they may pertain to his capacity as a director or officer of the Company.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**RLJ ENTERTAINMENT, INC.**  
(solely for purposes of Sections 6 and 8)

By: /s/ Miguel Penella  
Name: Miguel Penella  
Title: Chief Executive Officer

*[Signature Page to Voting and Transaction Support Agreement]*

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**DIGITAL ENTERTAINMENT  
HOLDINGS LLC**

By: /s/ Joshua Sapan

Name: Joshua Sapan

Title: President & Chief Executive Officer

*[Signature Page to Voting and Transaction Support Agreement]*

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**ROBERT L. JOHNSON**

By: /s/ Robert L. Johnson

**THE RLJ COMPANIES, LLC**

By: /s/ Robert L. Johnson

Name: Robert L. Johnson

Title: Founder and Chairman

**RLJ SPAC ACQUISITION, LLC**

By: /s/ H. Van Sinclair

Name: H. Van Sinclair

Title: President and Chief Executive Officer

*[Signature Page to Voting and Transaction Support Agreement]*

SCHEDULE A

<u>Name of Stockholder</u>	<u>Shares of Common Stock</u>	<u>2015 Warrants</u>	<u>Shares of Common Stock Purchasable by Warrants Held</u>	<u>Total Common Stock Beneficially Owned</u>
RLJ SPAC Acquisition, LLC / The RLJ Companies, LLC / Robert L. Johnson <sup>1</sup> 3 Bethesda Metro Center Suite 1000 Bethesda, MD 20814	6,794.465	1	1,500,000	8,294,465

<sup>1</sup> The RLJ Companies, LLC is the sole manager and voting member of RLJ SPAC Acquisition, LLC, and Robert L. Johnson is the sole manager and voting member of The RLJ Companies, LLC.

**CONTRIBUTION AGREEMENT**

**by and among**

**ROBERT L. JOHNSON,**

**THE RLJ COMPANIES, LLC,**

**RLJ SPAC ACQUISITION LLC,**

**DIGITAL ENTERTAINMENT HOLDINGS LLC**

**and**

**AMC DIGITAL ENTERTAINMENT HOLDINGS LLC**  
**(solely for purposes of Section 5.6)**

**Dated as of July 29, 2018**

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**Annexes**

Annex A: Defined Terms

**Exhibits**

Exhibit A: 2015 Warrants and Shares held by Johnson Entities  
Exhibit B: Membership Interests to be issued to RLJ SPAC and AMC DE  
Exhibit C: Form of LLC Agreement  
Exhibit D: Form of Board Observer Letter Agreement  
Exhibit E: Form of Chairman Letter Agreement

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## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 29, 2018, is made by and among Robert L. Johnson, a natural person ("Johnson"), The RLJ Companies, LLC, a Delaware limited liability company ("RLJ Companies"), RLJ SPAC Acquisition LLC, a Delaware limited liability company ("RLJ SPAC") and, together with Johnson and RLJ Companies, the "Johnson Entities", Digital Entertainment Holdings LLC, a Delaware limited liability company ("DEH") and AMC Digital Entertainment Holdings LLC, a Delaware limited liability company ("AMC DE"). The signatories to this Agreement are collectively referred to herein as the "Parties" and individually as a "Party." AMC DE is made a Party to this Agreement solely or purposes of Section 5.6 hereof.

### RECITALS

**WHEREAS**, as of the date of this Agreement, the Johnson Entities are the record and beneficial owners of the number of 2015 Warrants and Shares listed on Exhibit A;

**WHEREAS**, concurrently with the execution of this Agreement, AMC Networks, Inc., a Delaware corporation ("AMC"), DEH, River Merger Sub Inc., a Nevada corporation and wholly owned subsidiary of DEH ("Merger Sub"), and RLJ Entertainment, Inc., a Nevada corporation ("RLJE"), have entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Merger Sub shall merge with and into RLJE (the "Merger"), with RLJE surviving the Merger as a wholly owned subsidiary of DEH;

**WHEREAS**, concurrently with the execution and delivery of this Agreement, as a condition and inducement to AMC's, DEH's and Merger Sub's willingness to enter into the Merger Agreement, RLJE and the Johnson Entities are entering into a Voting and Transaction Support agreement with DEH (the "Voting Agreement"), pursuant to which the Johnson Entities have agreed to, among other things, vote the Shares beneficially owned by them in favor of the approval of the Merger Agreement as more particularly set forth therein;

**WHEREAS**, in connection with and immediately prior to the Merger, the Johnson Entities desire to contribute to DEH, and DEH desires to accept from the Johnson Entities, all of the RLJ Securities in exchange for the issuance to RLJ SPAC of the number and class of membership interests of DEH (the "Membership Interests") listed on Exhibit B (such exchange, the "Johnson Transaction");

**WHEREAS**, prior to the date of this Agreement, AMC DE holds all of the membership interests of DEH, and DEH is treated as a disregarded entity for federal income tax purposes;

**WHEREAS**, in connection with and immediately prior to the Merger, AMC DE desires to contribute to DEH cash sufficient to consummate the Merger in exchange for the issuance to AMC DE of the number and class of membership interests of DEH (the "Membership Interests") listed on Exhibit B (such exchange, the "AMC DE Transaction" and together with the Johnson Transaction, the "Transactions");

---

**WHEREAS**, the Parties intend that DEH elect to be treated as a corporation for U.S. federal and state income tax purposes as of the date of the Johnson Transaction, and as a result AMC DE will be treated for federal income tax purposes as contributing such securities held by DEH to DEH in a deemed exchange for Membership Interests of DEH (such deemed transfer and exchange shall be treated as part of the AMC DE Transaction for all purposes of this Agreement, including falling within the definition of the term Transactions);

**WHEREAS**, it is intended by the Parties that the Transactions shall be treated as transfers of property by the Johnson Entities and by AMC DE described in Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code");

**WHEREAS**, upon the Closing of the Transactions, AMC DE and RLJ SPAC intend to enter into an amended and restated limited liability company agreement (the "LLC Agreement"), in the form attached hereto as Exhibit C, to govern AMC DE's and RLJ SPAC's respective rights as the members of DEH, which shall be renamed "RLJ Entertainment Holdings LLC" on the Closing Date;

**WHEREAS**, upon the Closing of the Transactions, DEH and RLJ SPAC intend to enter into a letter agreement (the "Board Observer Letter Agreement"), in the form attached hereto as Exhibit D, regarding RLJ SPAC's right to appoint a Board observer effective upon the execution of the LLC Agreement;

**WHEREAS**, upon the Closing of the Transactions, DEH and Johnson intend to enter into a letter agreement (the "Chairman Letter Agreement"), in the form attached hereto as Exhibit E, to govern the terms of Johnson's service to DEH as Chairman effective upon the execution of the LLC Agreement; and

**WHEREAS**, the Johnson Entities and DEH desire to make certain representations, warranties, covenants and agreements in connection with the Transactions.

**NOW, THEREFORE**, in consideration of the foregoing premises, and of the representations, warranties, covenants and agreements contained herein, the Parties, intending to be legally bound, agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

1.1 Certain Defined Terms. Capitalized terms used in this Agreement shall have the meanings specified in Annex A or elsewhere in this Agreement.

## **ARTICLE II**

### **CONTRIBUTION; CLOSING; CLOSING DELIVERIES**

2.1 Exchange. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, at the Closing (a) the Johnson Entities shall contribute to DEH all of the 2015 Warrants and Shares listed on Exhibit

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A, together with all additional 2015 Warrants and Shares that become beneficially owned by the Johnson Entities after the date of this Agreement (collectively, the "RLJ Securities"), free and clear of any Lien, and (b) DEH shall issue to RLJ SPAC the Membership Interests listed on Exhibit B.

2.2 Time and Place of Closing. Subject to the terms and conditions of this Agreement, the closing of the Transactions (the "Closing") shall take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, on the same date and immediately prior to the Merger Closing, or at such other date, time and location as may be agreed upon in writing by the Parties. The date on which the Closing actually occurs is hereinafter called the "Closing Date."

2.3 Deliveries at Closing.

(a) By the Johnson Entities. Subject to the terms and conditions of this Agreement, at the Closing the Johnson Entities shall:

- (i) deliver or cause to be delivered to DEH, the RLJ Securities;
- (ii) deliver or cause to be delivered to DEH, a counterpart of the LLC Agreement, duly executed by RLJ SPAC;
- (iii) deliver or cause to be delivered to DEH, a counterpart of the Board Observer Letter Agreement, duly executed by RLJ SPAC;
- (iv) deliver or cause to be delivered to DEH, a counterpart of the Chairman Letter Agreement, duly executed by Johnson; and
- (v) deliver or cause to be delivered to DEH, the certificate contemplated by Section 6.2(a).

(b) By DEH. Subject to the terms and conditions of this Agreement, at the Closing DEH shall:

- (i) issue to RLJ SPAC the Membership Interests listed on Exhibit B;
- (ii) deliver or cause to be delivered to the Johnson Entities, on behalf of AMC DE, a counterpart of the LLC Agreement, duly executed by  
AMC DE;
- (iii) deliver or cause to be delivered to RLJ SPAC, a counterpart of the Board Observer Letter Agreement, duly executed by DEH;
- (iv) deliver or cause to be delivered to Johnson, a counterpart of the Chairman Letter Agreement, duly executed by DEH; and
- (v) deliver or cause to be delivered to the Johnson Entities, the certificate contemplated by Section 6.3(a).

---

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF JOHNSON ENTITIES

Unless otherwise specified, each of the Johnson Entities, severally and jointly, hereby represents and warrants to DEH as follows:

3.1 Organization and Good Standing. Such Johnson Entity, if not a natural person, is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Delaware.

3.2 Authority. Such Johnson Entity has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by such Johnson Entity and, assuming due authorization, execution and delivery by the other Parties, constitutes a valid and binding agreement of such Johnson Entity, enforceable against such Johnson Entity in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at Law) (the "Bankruptcy and Equity Exception").

3.3 No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the Johnson Transaction, nor compliance with the terms hereof, will (with or without notice or the passage of time or both) (i) violate, conflict with, result in a breach of, constitute a default under (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, first offer, first refusal, modification or acceleration of, any obligation under the Organizational Documents (if such Johnson Entity is not a natural Person) of or Law applicable to, such Johnson Entity, or (ii) result in the creation of any Lien upon any of the properties or assets of such Johnson Entity, except, in the case of clause (ii), as would not, individually or in the aggregate, be reasonably likely to prevent or materially delay or materially impair the performance of such Johnson Entity's obligations under this Agreement.

3.4 Consents and Approvals. Other than as provided in the Merger Agreement, no consent, approval, Order, authorization, registration or qualification of or with any Governmental Entity having jurisdiction over such Johnson Entity is required in connection with the execution and delivery by such Johnson Entity of this Agreement or the consummation of the Johnson Transaction, except where the failure to obtain the foregoing would not reasonably be likely to prevent, materially delay or materially impair the consummation of the Johnson Transaction.

3.5 Ownership of 2015 Warrants and Shares.

(a) Such Johnson Entity is the record and/or beneficial owner of, and has good and marketable title to, the RLJ Securities set forth on Exhibit A hereto, free and clear of any and all Liens and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the RLJ Securities), other than any Liens (i) arising hereunder or under the Voting Agreement, the 2016 Stockholders' Agreement, the 2016 Voting

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Agreement, or the 2016 Waiver Agreement, or (ii) imposed by federal or state securities Laws. Neither such Johnson Entity nor any other Affiliate of Johnson, owns, of record or beneficially, any shares of Common Stock or any securities convertible or exchangeable for Common Stock other than the RLJ Securities set forth on Exhibit A hereto. Such Johnson Entity has, and will have at the time of the Closing, the sole right to vote and direct the vote of, and to dispose of and direct the disposition of, the Shares, and the sole right to dispose of and direct the disposition of the 2015 Warrants, and none of the RLJ Securities is subject to any agreement, arrangement or restriction that would prevent or delay such Johnson Entity's ability to perform its obligations hereunder or under the Voting Agreement. There are no agreements or arrangements of any kind, contingent or otherwise, obligating such Johnson Entity to Transfer, or cause to be Transferred, any of the RLJ Securities set forth on Schedule A hereto (other than arising hereunder or under the Merger Agreement, the Voting Agreement, the 2016 Stockholders' Agreement or the 2016 Waiver Agreement), and no Person has any contractual or other right or obligation to purchase or otherwise acquire any of the RLJ Securities.

(b) There are no preemptive or other outstanding rights, options, warrants, conversion rights, share appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which such Johnson Entity is or may become obligated to sell, or giving any Person a right to acquire, or in any way dispose of, any of its RLJ Securities or any securities or obligations exercisable or exchangeable for, or convertible into, its RLJ Securities, or any "tag-along", "drag-along" or similar rights with respect to its RLJ Securities. Except for this Agreement, the Voting Agreement and the 2016 Stockholders' Agreement, such Johnson Entity is not a party to any voting trusts, proxies, or other shareholder or similar agreements or understandings with respect to the voting, purchase, repurchase or transfer of RLJ Securities.

3.6 Litigation. There are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or threatened against such Johnson Entity that seek to enjoin or would reasonably be expected to have the effect of preventing, making illegal, or otherwise interfering with, the performance of such Johnson Entity under this Agreement, including the consummation of the Johnson Transaction.

3.7 No Broker's Fees. Such Johnson Entity is not a party to any Contract or understanding with any Person that would give rise to a valid claim against DEH for an investment banking fee, commission, finder's fee or like payment in connection with the Johnson Transaction.

3.8 Sophistication of the Johnson Entity.

(a) Such Johnson Entity has such knowledge, sophistication and experience in financial and business matters that such Johnson Entity is capable of evaluating the merits and risks of entering into this Agreement and consummating the Johnson Transaction.

(b) Such Johnson Entity has relied solely on its own independent investigation in valuing the RLJ Securities and determining to proceed with the Johnson Transaction. Such Johnson Entity has not relied on any assertions made by DEH, or any of its Affiliates or Representatives, regarding such Johnson Entity's RLJ Securities or the valuation thereof.

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(c) Notwithstanding the provisions of Section 3.9, such Johnson Entity has or has access to all information that it believes to be necessary, sufficient or appropriate in connection with the Johnson Transaction. Such Johnson Entity has previously undertaken such independent investigation of DEH as in its judgment is appropriate to make an informed decision with respect to the Johnson Transaction, and such Johnson Entity has made its own decision to consummate the Johnson Transaction based on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it has deemed necessary and without reliance on any express or implied representation or warranty of DEH.

(d) Such Johnson Entity understands and acknowledges that, except as otherwise set forth in Article IV, DEH does not make any representation or warranty to it, express or implied, with respect to DEH, the Membership Interests, the Johnson Transaction or the accuracy, completeness or adequacy of any publicly available information regarding DEH or its Affiliates, nor shall DEH be liable for any loss or damages of any kind resulting from the use of any information (other than the representations and warranties set forth in Article IV) supplied to such Johnson Entity.

(e) Such Johnson Entity hereby expressly releases DEH and its respective members, directors, officers, employees, agents, Representatives and Affiliates from any and all liabilities arising from or in connection with the disclosure of any information in connection with the Johnson Transaction (including with respect to the accuracy of information or the failure to disclose information, including, but not limited to, Withheld Information), and such Johnson Entity hereby agrees to make no claim (and it hereby waives and releases all claims that it may otherwise have) against DEH and its respective shareholders, members, directors, officers, employees, agents, Representatives and Affiliates from or in connection with the disclosure of any information in connection with the Johnson Transaction (including with respect to the accuracy of information or the failure to disclose information) whether arising before, in connection with or after the date of this Agreement. Such Johnson Entity hereby agrees that the release and waiver contained in this paragraph is unconditional and irrevocable.

3.9 Disclosure of Information. Such Johnson Entity acknowledges and understands that, as of the date hereof, DEH may possess material information regarding DEH or RLJE and its subsidiaries not known to such Johnson Entity (“Withheld Information”) that may impact the value of the Membership Interests and that DEH is not disclosing such Withheld Information to such Johnson Entity. Notwithstanding such non-disclosure, such Johnson Entity has deemed it appropriate to enter into this Agreement and to consummate the Johnson Transaction. Such Johnson Entity agrees that DEH shall not have any liability to such Johnson Entity whatsoever due to or in connection with non-disclosure of Withheld Information in connection with the Johnson Transaction, and such Johnson Entity hereby irrevocably waives any claim that such Johnson Entity might have based on the failure of DEH to disclose such Withheld Information to such Johnson Entity.

3.10 Restricted Securities. Such Johnson Entity understands that the Membership Interests have not been, and will not be, registered under the Securities Act of 1933 (the “Securities Act”), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of each Johnson Entity’s representations as expressed herein. Such



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Johnson Entity understands that the Membership Interests are “restricted securities” under applicable U.S. federal and state securities Laws and that, pursuant to these Laws, such Johnson Entity must hold its respective Membership Interests indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Such Johnson Entity acknowledges that DEH has no obligation to register or qualify the Membership Interests for resale. Such Johnson Entity further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Membership Interests, and on requirements relating to DEH which are outside of such Johnson Entity’s control, and which DEH is under no obligation and may not be able to satisfy.

3.11 Accredited Investor. Such Johnson Entity is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Such Johnson Entity is purchasing the Membership Interests as principal for its own account and not for the account or benefit of any other person, for investment purposes only, and not with a view to resell or otherwise distribute the Membership Interests in violation of the Securities Act or any state securities Laws.

3.12 Resale Restrictions. Such Johnson Entity understands and agrees that it is solely responsible (and DEH is not in any way responsible) for compliance with applicable Securities Transfer Restrictions, and agrees that such Johnson Entity will comply with such Securities Transfer Restrictions.

3.13 No Public Market. Such Johnson Entity understands that no public market currently exists for the Membership Interests, and that DEH has made no assurances that a public market will ever exist for the Membership Interests.

3.14 Legends. Such Johnson Entity understands that the Membership Interests, and any securities issued in respect of or exchange for the Membership Interests, are subject to the following legend:

“THE MEMBERSHIP INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED DUE TO AN EXEMPTION THEREFROM. ANY TRANSFER OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS AGREEMENT IS SUBJECT TO ADDITIONAL RESTRICTIONS, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.”

3.15 No Other Representations and Warranties. Except for the representations and warranties made by such Johnson Entity in this Article III, neither such Johnson Entity nor any other Person on behalf of such Johnson Entity makes any representation or warranty with respect to itself, RLJE or any of its respective assets, liabilities, condition (financial or otherwise) or prospects.

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3.16 Tax Treatment. Each Johnson Entity is either (i) an individual or (ii) treated as a partnership for U.S. federal income tax purposes.

3.17 Acknowledgement. Such Johnson Entity acknowledges that (i) neither DEH, nor any Person on behalf of DEH is making any representations or warranties whatsoever, express or implied, beyond those expressly made by DEH in Article IV and (ii) such Johnson Entity has not been induced by, or relied upon, any representations, warranties or statements (written or oral), whether express or implied, made by any Person, that are not expressly set forth in Article IV.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF DEH

DEH hereby represents and warrants to the Johnson Entities as follows:

4.1 Organization and Good Standing. DEH is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Delaware.

4.2 Authority. DEH has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by DEH and, assuming due authorization, execution and delivery by the other Parties, constitutes a valid and binding agreement of DEH enforceable against DEH in accordance with its terms, subject to the Bankruptcy and Equity Exception.

4.3 No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the Transactions, nor compliance with the terms hereof, will (with or without notice or the passage of time or both) violate, conflict with, result in a breach of, constitute a default under (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, first offer, first refusal, modification or acceleration of, any obligation under the Organizational Documents of or Law applicable to DEH, except as would not, individually or in the aggregate, be reasonably likely to prevent or materially delay or materially impair the performance of DEH's obligations under this Agreement.

4.4 Membership Interests. At the Closing, the Membership Interests to be issued to the Johnson Entities shall be duly authorized and validly issued limited liability company interests of DEH.

4.5 No Other Representations or Warranties. Except for the representations and warranties made by DEH in this Article IV, neither DEH nor any other Person on behalf of DEH makes any representation or warranty with respect to DEH, the Membership Interests or DEH's assets, liabilities, condition (financial or otherwise) or prospects.

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4.6 Acknowledgement. DEH acknowledges that (i) none of the Johnson Entities nor any Person on behalf of one or more of the Johnson Entities is making any representations or warranties whatsoever, express or implied, beyond those expressly made by each of the Johnson Entities in Article III and (ii) DEH has not been induced by, or relied upon, any representations, warranties or statements (written or oral), whether express or implied, made by any Person, that are not expressly set forth in Article III.

## ARTICLE V

### COVENANTS

5.1 Interim Operations. Each of DEH and the Johnson Entities shall not take, and shall cause their respective Affiliates not to take, any actions that would, individually or in the aggregate, reasonably be likely to prevent, materially delay or materially impair the consummation of the Transactions.

5.2 Restrictions on Transfer. Prior to the earlier of the Closing and the termination of this Agreement pursuant to Article VII, such Johnson Entity shall not, directly or indirectly: transfer, assign, sell, pledge, encumber, hypothecate or otherwise dispose of (whether by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise) or consent to any of the foregoing ("Transfer"), or cause to be Transferred, any of the RLJ Securities or any interest therein, except pursuant to this Agreement; (b) grant any proxies (whether revocable or irrevocable) or powers of attorney, or any other authorization or consent with respect to any or all of the RLJ Securities (except in accordance with the terms and conditions of the Voting Agreement); (c) deposit any of the RLJ Securities into a voting trust or enter into a voting agreement or arrangement with respect to any of the RLJ Securities (except in accordance with the terms and conditions of the Voting Agreement); (d) enter into any Contract with respect to the Transfer of any RLJ Securities; or (e) take any other action, that would materially restrict, limit or interfere with (A) the performance of the Johnson Entities' obligations hereunder or (B) the transactions contemplated by the Merger Agreement.

5.3 Further Assurances. The Johnson Entities shall, prior to Closing, cooperate with DEH and RLJE to take all such actions as may be reasonably necessary or appropriate to consummate the transfer of the RLJ Securities prior to Closing. The Johnson Entities shall execute and deliver, or cause to be executed and delivered, such instruments or documents and shall take, or shall cause to be taken, such other actions (including providing instructions to RLJE's transfer agent or other custodian of RLJE's securities) as may be reasonably necessary, or as reasonably requested by DEH, to consummate such transfer. The Parties and their respective Affiliates shall execute and deliver, or shall cause to be executed and delivered, such documents and other instruments and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the Transactions.

5.4 Indemnification. DEH shall defend, indemnify and hold harmless the Johnson Entities against any losses and expenses (including reasonable attorneys' fees, costs and other reasonable and documented out-of-pocket expenses) arising out of or related to any threatened or actual claim or investigation based on, arising out of or related to, in whole or in part, any action or omission taken or foregone by any of the Johnson Entities (other than as a

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director or officer of RLJE, to the extent covered by RLJE's directors' and officer's insurance and/or entitled to indemnification by RLJE) based on, arising out of or related to the transactions contemplated by the Merger Agreement that occur prior to the Merger Closing, except that (a) no Johnson Entity shall be entitled to be indemnified in respect of any such losses or expenses which are determined by a final, non-appealable decision of a court of competent jurisdiction to have resulted from any of the Johnson Entities' gross negligence, willful misconduct or bad faith with respect to such acts or omissions and (b) each Johnson Entity to whom expenses are advanced must provide an undertaking to repay such advances if it is ultimately determined that such Johnson Entity is not entitled to indemnification pursuant to clause (a).

5.5 CEO of DEH. DEH shall use its commercially reasonable efforts, in good faith, to offer and enter into an agreement, with a term of not less than four years, with Miguel Penella to act as Chief Executive Officer of DEH effective upon the Merger Closing, with duties and responsibilities commensurate to his existing duties and responsibilities (other than responsibilities related to listed public company matters).

5.6 Tax Treatment. For United States federal income tax purposes and any applicable state or local income tax purposes, the Parties agree to treat the Transactions as transfers of property by the Johnson Entities to DEH, in the case of the Johnson Transaction, and as transfers of property by AMC DE (or its regarded owner for United States federal income tax purposes), in the case of the AMC DE Transaction, described in Section 351(a) of the Code (and any similar provision of applicable state or local tax Law). No Party shall file any income tax return or otherwise take any position for income tax purposes that is inconsistent with such treatment unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Code or the corresponding provision of state or local income tax Law. Additionally, each Party agrees to take no action which, alone or in combination with the actions of others, could prevent either the Johnson Transaction or the AMC DE Transaction from qualifying for non-recognition of gain or loss under Section 351(a) of the Code, including, without limitation, any prearranged sale of any membership interests in DEH received (or deemed received in the case of AMC DE) in connection with the Johnson Transaction or AMC DE Transaction (as the case may be).

## ARTICLE VI

### CONDITIONS

6.1 Conditions to Each Party's Obligation to Consummate the Transactions. The respective obligation of each Party to consummate the Transactions is subject to the prior satisfaction or waiver of all conditions precedent to the Merger Closing set forth in Article VIII of the Merger Agreement (other than those other conditions that by their nature are to be satisfied at the Merger Closing).

6.2 Conditions to Obligations of DEH(a). The obligation of DEH to consummate the Johnson Transaction is also subject to the satisfaction or waiver by DEH at or prior to the Closing of the following conditions:

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(a) Representations and Warranties of Johnson Entities. (i) The representations and warranties of the Johnson Entities set forth in Section 3.5 shall be true and correct in all but *de minimis* respects as of the Closing Date as though made on and as of such date and time, (ii) all other representations and warranties of the Johnson Entities set forth in Article III shall be true and correct in all material respects as of the Closing Date as though made at and as of such time, except in the case of clause (ii) for any failure of any such representations or warranties to be so true and correct as would not reasonably be likely to prevent, materially delay or materially impair the consummation of the Johnson Transaction, and (iii) DEH shall have received at the Closing a certificate duly signed by each Johnson Entity, or an authorized Representative of such Johnson Entity, to the effect that the conditions set forth in this Section 6.2(a) have been satisfied.

(b) Performance of Obligations of the Johnson Entities. Each of the Johnson Entities shall have performed and complied in all material respects with all covenants required to be performed by it under this Agreement on or prior to the Closing Date.

6.3 Conditions to Obligations of Johnson Entities(a) . The obligation of each of the Johnson Entities to consummate the Johnson Transaction is also subject to the satisfaction or waiver by Johnson Entities at or prior to the Closing of the following conditions:

(a) Representations and Warranties of DEH. (i) The representations and warranties of DEH set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of such date and time, except for any failure of any such representations or warranties to be so true and correct as would not reasonably be likely to prevent, materially delay or materially impair the consummation of the Transactions, and (ii) the Johnson Entities shall have received at the Closing a certificate duly signed by an authorized Representative of DEH, to the effect that the conditions set forth in this Section 6.3(a) have been satisfied.

(b) Performance of Obligations of DEH. DEH shall have performed and complied in all material respects with all covenants required to be performed by it under this Agreement on or prior to the Closing Date.

## ARTICLE VII

### TERMINATION

7.1 Termination. This Agreement (i) shall be terminated, without any further action being required by any Party, if the Merger Agreement is terminated in accordance with its terms, and (ii) may be terminated at any time prior to the Closing by written agreement by and among all of the Parties.

7.2 Effect of Termination and Abandonment. In the event of termination of this Agreement pursuant to this Article VII, this Agreement shall become void and of no effect with no liability to any Person on the part of any Party (or of any of its Representatives or Affiliates) except as set forth in this Article VII; provided, however, that (i) no such termination shall relieve any Party of any liability or damages to the other Party arising out of or resulting from any fraud or willful or intentional breach of this Agreement and (ii) the provisions set forth in Section 5.4, this Section 7.2 and Article VIII shall survive the termination of this Agreement.

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**ARTICLE VIII**

**MISCELLANEOUS AND GENERAL**

8.1 Survival. The Parties, intending to modify any otherwise applicable statute of limitations, agree that the representations, warranties, covenants and other agreements set forth in this Agreement (other than the provisions set forth in Section 5.4 and this Article VIII, which shall survive the Closing) shall expire and not survive the Closing, and no claim shall be made in respect thereof as of and following the Closing.

8.2 Notices. All notices, requests, instructions, consents, claims, demands, waivers, approvals and other communications to be given or made hereunder by one or more Parties to another Party shall be in writing and shall be deemed to have been duly given or made on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or email (i) at or prior to 5:30 p.m. (New York City time) on a Business Day or (ii) on a day that is not a Business Day or after 5:30 p.m. (New York City time) on a Business Day if such transmission is confirmed by the recipient, (b) the second Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (c) upon actual receipt by the party to whom such notice is required to be given. Such communications must be sent to the respective Parties at the following street addresses, facsimile numbers or email addresses (or at such other address or number previously made available as shall be specified in a notice given in accordance with this Section 8.2):

If to any of the Johnson Entities:

The RLJ Companies, LLC  
3 Bethesda Metro Center, Suite 1000  
Bethesda, MD 20814  
Attention: H. Van Sinclair  
Facsimile: (202) 280-7750  
Email: Van@rljcompanies.com

with a copy to (which shall not constitute notice):

Arent Fox LLP  
1717 K Street NW  
Washington, DC 20006-5344  
Attention: Richard Gale  
Facsimile: (202) 857-6339  
Email: Richard.Gale@arentfox.com

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If to DEH or AMC DE:

AMC Networks Inc.  
11 Penn Plaza  
New York, New York 10001  
Attention: Jamie Gallagher, EVP and General Counsel  
Facsimile: (646) 273-3789  
Email: jamie.gallagher@amcnetworks.com

with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Brian E. Hamilton  
Facsimile: (212) 558-3588  
Email: hamiltonb@sullcrom.com

8.3 Expenses. Each Party shall bear its own expenses incurred or to be incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Transactions.

8.4 Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, nor shall any waiver of the part of any Party of any right, power or privilege pursuant to this Agreement, nor shall any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at Law or in equity.

8.5 Entire Agreement. This Agreement (including the annexes and exhibits hereto and the documents and instruments referred to in this Agreement), together with the Merger Agreement and the Contribution Agreement, constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement.

8.6 Governing Law; Jurisdiction; Waiver of Trial by Jury.

(a) This Agreement shall be governed and construed in accordance with the Laws of the State of Nevada, without regard to any applicable conflicts of Law principles.

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(b) The Parties hereby irrevocably submit to the personal jurisdiction of the Chosen Courts solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the Transactions, and waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject to the Chosen Courts or that such action, suit or proceeding may not be brought or is not maintainable in the Chosen Courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts and the Parties irrevocably agree that, all claims relating to such action, proceeding or transactions shall be heard and determined in such Chosen Courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.2 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.6(c).

#### 8.7 Specific Performance; No Consequential Damages.

(a) Each of the Parties acknowledges and agrees that the rights of each Party to consummate the Transactions contemplated by this Agreement are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, in addition to any other available remedies a Party may have in equity or at Law, each Party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement, consistent with the provisions of Section 8.6(b), in the Chosen Courts without necessity of posting a bond or other form of security. In the event that any Proceeding should be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at Law.



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(b) To the fullest extent permitted by applicable Law, the Parties shall not assert, and hereby waive, any claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor, against any other Party and its respective Affiliates, members, members' Affiliates, officers, directors, partners, trustees, employees, attorneys and agents on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on Contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, or as a result of, this Agreement or of any other agreement between them with respect to the Transactions.

8.8 No Third-Party Beneficiaries. The Parties hereby agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other, subject to the terms and conditions of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the Parties and their respective successors, Representatives and permitted assigns any rights or remedies, express or implied, hereunder, including the right to rely upon the representations and warranties set forth in this Agreement.

8.9 Non-Recourse. Other than in any Proceeding for fraud or intentional or willful misrepresentation, this Agreement may only be enforced against, and any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, any instrument or other document delivered pursuant to this Agreement or the Transactions contemplated by this Agreement may only be brought against the Persons expressly named as Parties (or any of their respective successors, Representatives and permitted assigns) and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, employee (including any officer), incorporator, manager, member, partner, stockholder, other equity holder or persons in a similar capacity, controlling person, Affiliate or other Representative of any Party or of any Affiliate of any Party, or any of their respective successors, Representatives and permitted assigns, shall have any liability or other obligation for any obligation of any Party under this Agreement or for any Proceeding in connection with, arising out of or otherwise resulting from this Agreement or the Transactions contemplated by this Agreement; provided, however, that nothing in this Section 8.9 shall limit any liability or other obligation of the Parties for breaches of the terms and conditions of this Agreement.

8.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, Representatives and permitted assigns. No Party may assign any of its rights or interests or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law or otherwise, without the prior written consent of the other Parties not seeking to assign any of its rights or interests or delegate any of its obligations, and any attempted or purported assignment or delegation in violation of this Section 8.10 shall be null and void.

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8.11 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other Party (including via email or other electronic transmission), it being understood that each Party need not sign the same counterpart.

8.13 Construction. Unless the context otherwise requires, as used in this Agreement: (i) “including” and its variants mean “including, without limitation” and its variants; (ii) references herein to a particular Person includes such Person’s permitted successors and assigns; (iii) words defined in the singular have the parallel meaning in the plural and vice versa; (iv) references to “written” or “in writing” include in visual electronic form; (v) words of one gender shall be construed to apply to each gender; (vi) the terms “Article,” “Section,” “Annex” and “Exhibit” refer to the specified Article, Section, Annex or Exhibit of this Agreement; (vii) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if”; and (viii) the terms “hereunder,” “hereof,” “hereto” and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of this Agreement.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

**ROBERT L. JOHNSON**

/s/ Robert L. Johnson

**THE RLJ COMPANIES, LLC**

By: /s/ Robert L. Johnson

Name: Robert L. Johnson

Title: Founder and Chairman

**RLJ SPAC ACQUISITION LLC**

By: /s/ H. Van Sinclair

Name: H. Van Sinclair

Title: President and Chief Executive Officer

*[Signature Page to Contribution Agreement]*

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**DIGITAL ENTERTAINMENT HOLDINGS LLC**

By: Its sole member, AMC Digital Entertainment Holdings  
LLC

By: /s/ Joshua Sapan

Name: Joshua Sapan

Title: President and Chief Executive Officer

**AMC DIGITAL ENTERTAINMENT HOLDINGS LLC**

(solely for purposes of Section 5.6)

By: /s/ Joshua Sapan

Name: Joshua Sapan

Title: President and Chief Executive Officer

*[Signature Page to Contribution Agreement]*

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ANNEX A

DEFINED TERMS

“2015 Warrants” means the warrants to purchase Shares with an initial exercise date of May 20, 2015.

“2016 Stockholders’ Agreement” means the Stockholders’ Agreement, dated as of October 14, 2016, by and among RLJE, DEH, Robert L. Johnson and RLJ SPAC Acquisition LLC.

“2016 Voting Agreement” means the Voting Agreement, dated as of August 19, 2016, by and among RLJE, DEH, Johnson and RLJ SPAC.

“2016 Waiver Agreement” means the Waiver Agreement, dated as of August 19, 2016, by and among RLJE, DEH, Johnson and RLJ SPAC.

“Action” means any action, suit, claim, complaint, litigation, investigation, audit, proceeding, arbitration or other similar dispute.

“Affiliate” means, with respect to an entity, any other entity controlling, controlled by or under common control with, such entity. As used herein, “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the Recitals.

“AMC” shall have the meaning set forth in the Recitals.

“AMC DE” shall have the meaning set forth in the Recitals.

“AMC DE Transaction” shall have the meaning set forth in the Recitals.

“Bankruptcy and Equity Exception” shall have the meaning set forth in Section 3.2.

“Board Observer Letter Agreement” shall have the meaning set forth in the Recitals.

“Chairman Letter Agreement” shall have the meaning set forth in the Recitals.

“Business Day” means any day, other than a Saturday or Sunday or a day on which banks are required or authorized by Law to close in New York City.

“Chosen Courts” the state and federal courts sitting in Clark County, Nevada.

“Closing” shall have the meaning set forth in Section 2.2.

“Closing Date” shall have the meaning set forth in Section 2.2.

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“Code” shall have the meaning set forth in the Recitals.

“Common Stock” means the common stock of RLJE, par value \$0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

“Confidentiality Agreement” shall have the meaning set forth in Section 8.6(b).

“Contract” means any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation.

“DEH” shall have the meaning set forth in the Recitals.

“Execution Date” shall have the meaning set forth in the Recitals.

“Governmental Entity” means a domestic or foreign legislative, administrative or regulatory authority, agency, commission, body, court or other governmental or quasi-governmental entity of competent jurisdiction.

“Johnson” shall have the meaning set forth in the Recitals.

“Johnson Entities” shall have the meaning set forth in the Recitals.

“Johnson Transaction” shall have the meaning set forth in the Recitals.

“Law” means any federal, state, local or foreign law, statute or ordinance, common law, or any rule, regulation, standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Entity.

“Licenses” means all licenses, permits, certifications, approvals, registrations, consents, authorizations, franchises, variances and exemptions issued or granted by a Governmental Entity.

“Lien” means any lien, charge, pledge, security interest, claim or other encumbrance.

“LLC Agreement” shall have the meaning set forth in the Recitals.

“Membership Interests” shall have the meaning set forth in the Recitals.

“Merger Agreement” shall have the meaning set forth in the Recitals.

“Merger Closing” means the “Closing” as defined in the Merger Agreement.

“Merger Sub” shall have the meaning set forth in the Recitals.

“Organizational Documents” means (a) with respect to any Person that is a corporation, its certificate of incorporation, notice of articles and articles or comparable governing documents and (b) with respect to any Person that is a partnership, its registration statement and partnership agreement or comparable documents.

“Parties” shall have the meaning set forth in the Recitals.

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“Party” shall have the meaning set forth in the Recitals.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

“Representative” of any Party means the officers, directors, employees, members, agents, counsel, accountants, advisors and other representatives of such Person.

“RLJ Companies” shall have the meaning set forth in the Recitals.

“RLJ Securities” shall have the meaning set forth in Section 2.1.

“RLJ SPAC” shall have the meaning set forth in the Recitals.

“RLJE” shall have the meaning set forth in the Recitals.

“Securities Act” shall have the meaning set forth in Section 3.10.

“Securities Transfer Restrictions” means transfer or resale restrictions imposed by the securities laws of the United States or any state thereof.

“Share” means a share of Common Stock.

“Transactions” shall have the meaning set forth in the Recitals.

“Transfer” shall mean transfer, assign, sell, pledge, encumber, hypothecate or otherwise dispose of (whether by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise) or consent to any of the foregoing.

“Voting Agreement” shall have the meaning set forth in the Recitals.

“Withheld Information” shall have the meaning set forth in Section 3.9.

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**EXHIBIT A**

**2015 WARRANTS AND SHARES HELD BY JOHNSON ENTITIES**

<u>Name of Stockholder</u>	<u>Shares of Common Stock</u>	<u>2015 Warrants</u>	<u>Shares of Common Stock Purchasable by Warrants Held</u>	<u>Total Common Stock Beneficially Owned</u>
RLJ SPAC Acquisition, LLC / The RLJ Companies, LLC / Robert L. Johnson <sup>1</sup> 3 Bethesda Metro Center Suite 1000 Bethesda, MD 20814	6,794,465	1	1,500,000	8,294,465

<sup>1</sup> The RLJ Companies, LLC is the sole manager and voting member of RLJ SPAC Acquisition, LLC, and Robert L. Johnson is the sole manager and voting member of The RLJ Companies, LLC.



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**EXHIBIT B**

**MEMBERSHIP INTERESTS TO BE ISSUED TO RLJ SPAC AND AMC DE**

<b><u>Name</u></b>	<b><u>Number of Common Units</u></b>
AMC Digital Entertainment Holdings LLC	830 (83%)
RLJ SPAC Acquisition, LLC	170 (17%)
<b>Total</b>	<b>1,000 (100%)</b>

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**EXHIBIT C**

**FORM OF LLC AGREEMENT**

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**EXHIBIT D**

**FORM OF BOARD OBSERVER LETTER AGREEMENT**

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**EXHIBIT E**

**FORM OF CHAIRMAN LETTER AGREEMENT**