
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 5

to

Form 10

**General Form for Registration of Securities
Pursuant to Section 12(b) or (g) of
The Securities Exchange Act of 1934**

AMC Networks Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
*(State or Other Jurisdiction of
Incorporation or Organization)*

11 Penn Plaza
New York, NY
*(Address of Principal
Executive Offices)*

27-5403694
*(IRS Employer
Identification Number)*

10001
(Zip Code)

(212) 324-8500
(Registrant's telephone number, including area code)

**Securities to be Registered
Pursuant to Section 12(b) of the Act:**

**Title of Each Class
to be so Registered**
Class A Common Stock, par value \$.01 per share

**Name of Each Exchange
on Which Each Class is to be Registered**
The NASDAQ Stock Market LLC

Securities to be Registered Pursuant to Section 12(g) of the Act:
None

**INFORMATION REQUIRED IN REGISTRATION STATEMENT
CROSS-REFERENCE SHEET BETWEEN ITEMS OF FORM 10
AND THE ATTACHED INFORMATION STATEMENT.**

Item 1. *Business*

The information required by this item is contained under the sections “Summary,” “Business,” “Available Information” and “AMC Networks Inc. Consolidated Financial Statements” of the Information Statement attached hereto as Exhibit 99.1 (the “Information Statement”). Those sections are incorporated herein by reference.

Item 1A. *Risk Factors*

The information required by this item is contained under the section “Risk Factors” of the Information Statement. That section is incorporated herein by reference.

Item 2. *Financial Information*

The information required by this item is contained under the sections “Summary,” “Selected Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of the Information Statement. Those sections are incorporated herein by reference.

Item 3. *Properties*

The information required by this item is contained under the section “Business — Properties” of the Information Statement. That section is incorporated herein by reference.

Item 4. *Security Ownership of Certain Beneficial Owners and Management*

The information required by this item is contained under the sections “Summary” and “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” of the Information Statement. Those sections are incorporated herein by reference.

Item 5. *Directors and Executive Officers*

The information required by this item is contained under the section “Corporate Governance and Management” of the Information Statement. That section is incorporated herein by reference.

Item 6. *Executive Compensation*

The information required by this item is contained under the section “Executive Compensation” of the Information Statement. That section is incorporated herein by reference.

Item 7. *Certain Relationships and Related Transactions*

The information required by this item is contained under the sections “Certain Relationships and Related Party Transactions” and “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” of the Information Statement. Those sections are incorporated herein by reference.

Item 8. *Legal Proceedings*

The information required by this item is contained under the section “Business — Legal Proceedings” of the Information Statement. That section is incorporated herein by reference.

Item 9. *Market Price of and Dividends on the Registrant’s Common Equity and Related Stockholder Matters*

The information required by this item is contained under the sections “Risk Factors,” “The Distribution,” “Dividend Policy,” “Business,” “Corporate Governance and Management,” “Shares Eligible for Future Sale” and “Description of Capital Stock” of the Information Statement. Those sections are incorporated herein by reference.

Item 10. Recent Sales of Unregistered Securities

On March 9, 2011, in connection with the incorporation of AMC Networks Inc., CSC Holdings, LLC, a subsidiary of Cablevision Systems Corporation, acquired 1,000 shares of common stock of AMC Networks Inc. for \$10.00.

Item 11. Description of Registrant's Securities to be Registered

The information required by this item is contained under the sections "The Distribution" and "Description of Capital Stock" of the Information Statement. Those sections are incorporated herein by reference.

Item 12. Indemnification of Directors and Officers

The information required by this item is contained under the section "Indemnification of Directors and Officers" of the Information Statement. That section is incorporated herein by reference.

Item 13. Financial Statements and Supplementary Data

The information required by this item is contained under the sections "Selected Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "AMC Networks Inc. Consolidated Financial Statements" of the Information Statement. Those sections are incorporated herein by reference.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 15. Financial Statements and Exhibits

(a) Financial Statements

The information required by this item is contained under the section "AMC Networks Inc. Consolidated Financial Statements" beginning on page F-1 of the Information Statement. That section is incorporated herein by reference.

(b) Exhibits

The following documents are filed as exhibits hereto:

<u>Exhibit No.</u>	<u>Description</u>
2.1	Form of Distribution Agreement between Cablevision Systems Corporation and AMC Networks Inc.
2.2	Form of Contribution Agreement among Cablevision Systems Corporation, CSC Holdings, LLC and AMC Networks Inc.
3.1 <i>i</i>	Certificate of Incorporation of AMC Networks Inc.
3.2	Form of Amended and Restated Certificate of Incorporation (as in effect immediately prior to Distribution).
3.3 <i>i</i>	By-Laws of AMC Networks Inc.
3.4	Form of Amended and Restated By-Laws (as in effect immediately prior to Distribution).
3.5	Form of Registration Rights Agreement between AMC Networks Inc. and The Charles F. Dolan Children Trusts.
3.6	Form of Registration Rights Agreement between AMC Networks Inc. and The Dolan Family Affiliates.
8.1	Form of Tax Opinion of Sullivan & Cromwell LLP.
10.1	Form of Transition Services Agreement between Cablevision Systems Corporation and AMC Networks Inc.
10.2	Form of Tax Disaffiliation Agreement between Cablevision Systems Corporation and AMC Networks Inc.
10.3	Form of Employee Matters Agreement between Cablevision Systems Corporation and AMC Networks Inc.
10.4	Form of Equity Administration Agreement between The Madison Square Garden Company and AMC Networks Inc.
10.5	Form of Standstill Agreement by and among AMC Networks Inc. and The Dolan Family Group.
10.6	Form of AMC Networks Inc. 2011 Employee Stock Plan.
10.7	Form of AMC Networks Inc. 2011 Stock Plan for Non-Employee Directors.
10.8	Form of AMC Networks Inc. 2011 Cash Incentive Plan.
10.9	Form of Time Sharing Agreement between Rainbow Media Holdings LLC and CSC Transport, Inc.

<u>Exhibit No.</u>	<u>Description</u>
10.10	Form of Time Sharing Agreement between Rainbow Media Holdings LLC and Dolan Family Office, LLC.
10.11	Form of Aircraft Dry Lease Agreement between Rainbow Media Holdings LLC and New York Aircam Corp.
10.12	Form of Aircraft Management Agreement between Rainbow Media Holdings LLC and CSC Transport, Inc.
10.13	Form of Employment Agreement by and between AMC Networks Inc. and Charles F. Dolan.
10.14	Form of Employment Agreement by and between AMC Networks Inc. and Joshua W. Sapan.
10.15	Employment Agreement by and between Rainbow Media Enterprises, Inc. and Edward A. Carroll.
10.16	Employment Offer Letter from Cablevision Systems Corporation to Sean S. Sullivan.
10.17	Form of AMC Networks Inc. Option Agreement in respect of Cablevision Options granted on and prior to November 8, 2005.
10.18	Form of AMC Networks Inc. Rights Agreement.
10.19	Form of AMC Networks Inc. Option Agreement in respect of Vested Cablevision Options granted on June 5, 2006 and October 19, 2006.
10.20	Form of AMC Networks Inc. Option Agreement in respect of Cablevision Options granted on January 20, 2009.
10.21	Form of AMC Networks Inc. Option Agreement in respect of Cablevision Options granted on March 5, 2009.
10.22	Form of AMC Networks Inc. Non-Employee Director Award Agreement.
10.23	Form of AMC Networks Inc. Restricted Shares Agreement.
10.24	Form of AMC Networks Inc. Performance Award Agreement.
10.25	Form of Letter Agreement from CSC Holdings, LLC to AMC Networks Inc. Regarding VOOM Litigation.
10.26	Form of Termination Agreement among CSC Holdings, LLC, American Movie Classics Company LLC and WE: Women's Entertainment LLC.
21.1	Subsidiaries of the Registrant.
99.1ii	Preliminary Information Statement dated May 27, 2011.

i Previously filed on March 17, 2011.

ii Previously filed on May 27, 2011.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

AMC NETWORKS INC.

By: /s/ JOSHUA W. SAPAN
Name: Joshua W. Sapan
Title: *President and Chief Executive Officer*

Dated: June 6, 2011

DISTRIBUTION AGREEMENT
BY AND AMONG
CABLEVISION SYSTEMS CORPORATION,
CSC HOLDINGS, LLC
AND
AMC NETWORKS INC.

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DISTRIBUTION AGREEMENT

This Distribution Agreement (this "*Agreement*"), is dated as of June [•], 2011, by and between Cablevision Systems Corporation, a Delaware corporation ("*Cablevision*"), CSC Holdings, LLC, a Delaware limited liability company ("*CSC*") and AMC Networks Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Cablevision ("*AMC*" and, together with Cablevision, the "*Parties*").

WHEREAS, the Board of Directors of Cablevision has determined that it is in the best interests of Cablevision and its stockholders to separate the businesses of AMC, all as more fully described in AMC's Registration Statement on Form 10 (collectively, the "*AMC Business*"), from Cablevision's other businesses on the terms and conditions set forth herein;

WHEREAS, the Board of Directors of CSC authorized the contribution to AMC of 100% of the limited liability company interests of Rainbow Media Holdings LLC, in exchange for common stock of AMC (the "*Contribution Stock*") and AMC's promise to issue debt obligations of AMC (the "*Contribution Debt*") to CSC on the Distribution Date, all pursuant to the Contribution Agreement (as defined herein) (the "*Contribution*"), as more fully described herein;

WHEREAS, the Board of Directors of CSC authorized the distribution to Cablevision, as the sole member of CSC, of all of the AMC Common Stock (the "*CSC Distribution*") and the exchange of the Contribution Debt with certain counterparties in satisfaction and discharge of existing indebtedness of CSC (the "*CSC Debt Exchange*");

WHEREAS, the Board of Directors of AMC authorized the distribution to CSC of the Contribution Stock and the Contribution Debt pursuant to the Contribution Agreement, and the incurrence of the Contribution Debt and the entry into certain additional financing transactions as more fully described herein (such additional financing transactions, the "*Standalone Financing*", and together with the issuance of the Contribution Debt to CSC, the "*AMC Financing*");

WHEREAS, the Board of Directors of Cablevision has authorized the distribution to the holders of the issued and outstanding shares of NY Group Class A Common Stock, par value \$0.01 per share, of Cablevision ("*Cablevision Class A Stock*") and NY Group Class B Common Stock, par value \$0.01 per share, of Cablevision ("*Cablevision Class B Stock*" and, together with the Cablevision Class A Stock, the "*Cablevision Common Stock*") as of the record date for the distribution of all the issued and outstanding shares of Class A common stock, par value \$0.01 per share, of AMC (the "*AMC Class A Common Shares*") and Class B common stock, par value \$0.01 per share, of AMC (the "*AMC Class B Common Shares*") (each such AMC Class A Common Share and AMC Class B Common Share is individually referred to as a "*AMC Share*" and collectively referred to as the "*AMC Common Stock*"), respectively, on the basis of one AMC Class A Common Share for every • shares of Cablevision Class A Stock and one AMC Class B Common Share for every • shares of Cablevision Class B Stock (the "*AMC Distribution*", and together with the Contribution, the issuance of the Contribution Debt, the CSC Distribution and the CSC Debt Exchange, the "*Distribution*");

WHEREAS, the Boards of Directors of Cablevision, CSC and AMC have each determined that the Distribution and the Standalone Financing, the other transactions contemplated by this Agreement and

the Ancillary Agreements (as defined below) are in furtherance of and consistent with the Corporate Business Purposes (as defined below) and, as such, are in the best interests of their respective companies and stockholders, as applicable, and have approved this Agreement and each of the Ancillary Agreements;

WHEREAS, the Parties have determined to set forth the principal corporate and other transactions required to effect the Distribution and the Standalone Financing and to set forth other agreements that will govern certain other matters prior to and following the completion of the Distribution and the Standalone Financing; and

WHEREAS, the Boards of Directors of Cablevision, CSC and AMC have each determined that the Distribution is in the best interests of Cablevision, CSC and AMC, respectively, and their respective shareholders and member, as applicable, and each has approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. Unless otherwise defined herein or unless the context otherwise requires, as used in this Agreement, the following terms shall have the following meanings:

“*2010 Transferred Entities*” shall mean Rainbow Advertising Sales Corporation, MSG Varsity Network LLC, News 12 Networks LLC, Regional Programming Partners and Rainbow MVDDS Company LLC and its subsidiaries.

“*Action*” shall mean any demand, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal.

“*Affiliate*” shall mean, when used with respect to any specified Person, a Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. As used herein, “*control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise. Unless explicitly provided herein to the contrary, for purposes of this Agreement, none of Cablevision or any of its Subsidiaries or The Madison Square Garden Company or any of its Subsidiaries shall be deemed to be an Affiliate of AMC or any of its Subsidiaries.

“*Agent*” shall have the meaning set forth in Section 2.1(a).

“*Agreement*” shall have the meaning set forth in the preamble to this Agreement.

“*AMC*” shall have the meaning set forth in the preamble to this Agreement.

"AMC Business" shall have the meaning set forth in the recitals to this Agreement. For the avoidance of doubt, the businesses of the 2010 Transferred Entities shall be deemed never to have been a part of the AMC Business.

"AMC Class A Common Shares" shall have the meaning set forth in the recitals to this Agreement.

"AMC Class B Common Shares" shall have the meaning set forth in the recitals to this Agreement.

"AMC Common Stock" shall have the meaning set forth in the recitals to this Agreement.

"AMC Debt Issuance" shall mean the issuance by AMC to CSC of the Contribution Debt portion of the New AMC Debt as provided for in Section 2.2.

"AMC Financing" shall have the meaning set forth in the preamble to this Agreement.

"AMC Group" means AMC and each Person that is a Subsidiary of AMC immediately after the Distribution Date.

"AMC Indemnitees" shall mean:

(i) AMC and each Affiliate thereof after giving effect to the AMC Distribution; and

(ii) each of the respective Representatives of any of the entities described in the immediately preceding clause (i) and each of the heirs, executors, successors and assigns of any of such Representatives.

"AMC Liabilities" shall mean:

(i) any and all Liabilities (other than taxes and any employee-related Liabilities that are specifically covered by the Tax Disaffiliation Agreement or the Employee Matters Agreement) that are expressly contemplated by this Agreement or any Ancillary Agreement (or the schedules hereto or thereto) as Liabilities to be assumed by AMC or any member of the AMC Group, and all Liabilities of any member of the AMC Group under this Agreement or any of the Ancillary Agreements; and

(ii) all Liabilities (other than taxes and any employee-related Liabilities that are specifically covered by the Tax Disaffiliation Agreement or the Employee Matters Agreement), if and to the extent relating to, arising out of or resulting from:

(A) the ownership or operation of the AMC Business (including any discontinued business or any business which has been sold or transferred), as conducted at any time prior to, on or after the Distribution Date; or

(B) the ownership or operation of any business conducted by AMC or any AMC Subsidiary at any time after the Distribution Date.

Notwithstanding the foregoing, the AMC Liabilities shall not include: (x) any Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the schedules hereto or thereto) as Liabilities to be retained or assumed by Cablevision or any member of the Cablevision Group; (y) any agreements and obligations of any member of the Cablevision Group under this Agreement or any of the Ancillary Agreements and (z) any Retained Claims Liabilities.

“*AMC Marks*” shall include “Rainbow,” “Rainbow Media,” “AMC,” “WE TV,” “IFC,” “Wedding Central,” “Independent Film Channel,” “Sundance Channel,” all trademarks and logos comprised of or derivative of any of the foregoing, and any other names, logos, trademarks or intellectual property of AMC or its Affiliates.

“*AMC Share*” shall have the meaning set forth in the recitals to this Agreement.

“*AMC Distribution*” shall have the meaning set forth in the recitals to this Agreement.

“*AMC Subsidiaries*” shall mean all of the Subsidiaries listed on Schedule A.

“*Ancillary Agreements*” shall mean all of the written agreements, instruments, understandings, assignments or other arrangements (other than this Agreement) entered into by the Parties or any other member of their respective Groups in connection with the transactions contemplated hereby, including the Transition Services Agreement, Employee Matters Agreement, the Cablevision Affiliation Agreements, the Registration Rights Agreements, the Subleases, the VOOM Litigation Agreement, and the Tax Disaffiliation Agreement.

“*Applicable Rate*” shall mean the rate of interest per annum announced from time to time by Citibank, N.A., as its prime lending rate.

“*Business Day*” shall mean any day other than a Saturday, Sunday or a day on which commercial banking institutions located in The City of New York are authorized or obligated by law or executive order to close.

“*Cablevision*” shall have the meaning set forth in the preamble to this Agreement.

“*Cablevision Affiliation Agreements*” shall mean the Affiliation Agreements by and between Cablevision and one or more of the programming businesses of AMC, which agreements are in existence on the date hereof.

“*Cablevision Business*” shall mean each and every business conducted at any time by Cablevision or any Subsidiary controlled by Cablevision, except the AMC Business.

"Cablevision Class A Common Stock" shall have the meaning set forth in the recitals to this Agreement.

"Cablevision Class B Common Stock" shall have the meaning set forth in the recitals to this Agreement.

"Cablevision Common Stock" shall have the meaning set forth in the recitals to this Agreement.

"Cablevision Group" means Cablevision and each Person (other than any member of the AMC Group) that is a Subsidiary of Cablevision immediately after the Distribution Date.

"Cablevision Indemnitee" shall mean:

(i) Cablevision and each Affiliate thereof after giving effect to the AMC Distribution; and

(ii) each of the respective Representatives of any of the entities described in the immediately preceding clause (i) and each of the heirs, executors, successors and assigns of any of such Representatives, except in the case of clauses (i) and (ii), the AMC Indemnitees; provided, however, that a Person who was a Representative of Cablevision or an Affiliate thereof may be a Cablevision Indemnitee in that capacity notwithstanding that such Person may also be a AMC Indemnitee.

"Cablevision Liabilities" shall mean:

(i) any and all Liabilities (other than taxes and any employee-related Liabilities that are specifically covered by the Tax Disaffiliation Agreement or the Employee Matters Agreement) that are expressly contemplated by this Agreement or any Ancillary Agreement (or the schedules hereto or thereto) as Liabilities to be assumed by Cablevision or any member of the Cablevision Group, and all Liabilities of any member of the Cablevision Group under this Agreement or any of the Ancillary Agreements;

(ii) all Liabilities (other than taxes and any employee-related Liabilities that are specifically covered by the Tax Disaffiliation Agreement or the Employee Matters Agreement), if and to the extent relating to, arising out of or resulting from:

(A) the ownership or operation of the Cablevision Business (including any discontinued business or any business which has been sold or transferred), as conducted at any time prior to, on or after the Distribution Date; or

(B) the ownership or operation of any business conducted by Cablevision or any Cablevision Subsidiary at any time after the Distribution Date; and

(iii) any Retained Claims Liabilities.

Notwithstanding the foregoing, the Cablevision Liabilities shall not include: (x) any Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the schedules hereto or thereto) as Liabilities to be retained or assumed by AMC or any member of the AMC Group; or (y) any agreements and obligations of any member of the AMC Group under this Agreement or any of the Ancillary Agreements.

“*Cablevision Marks*” shall mean “Cablevision” and the Cablevision logo design, “Optimum” and the related family of “Optim” formative marks (i.e., Optimum Voice, Optimum Online), and any other names or logos and any other trademark or intellectual property of Cablevision or its Affiliates, other than AMC Marks.

“*Cablevision Subsidiaries*” shall mean all of the Subsidiaries of Cablevision other than AMC and the AMC Subsidiaries.

“*Commission*” shall mean the Securities and Exchange Commission.

“*Contribution*” shall have the meaning set forth in the recitals to this Agreement.

“*Contribution Agreement*” shall mean the Contribution Agreement by and between Cablevision and AMC, which has been or shall be entered into prior to or on the Distribution Date.

“*Contribution Debt*” shall have the meaning set forth in the recitals to this Agreement.

“*Contribution Stock*” shall have the meaning set forth in the recitals to this Agreement.

“*Corporate Business Purposes*” shall have the meaning set forth in the Tax Disaffiliation Agreement.

“*CSC*” shall have the meaning set forth in the recitals to this Agreement.

“*CSC Debt Exchange*” shall have the meaning set forth in the recitals to this Agreement.

“*Contribution*” shall have the meaning set forth in the recitals to this Agreement.

“*Distribution*” shall have the meaning set forth in the recitals to this Agreement.

“*Distribution Date*” shall mean such date as may be determined by the Board of Directors of Cablevision or a committee of such Board of Directors, as the date as of which the AMC Distribution shall be effected.

“*Distribution Record Date*” shall mean such date as may be determined by the Board of Directors of Cablevision or a committee of such Board of Directors, as the record date for the AMC Distribution.

"*Effective Time*" shall mean 11:59 p.m., New York City time, on the Distribution Date.

"*Employee Matters Agreement*" shall mean the Employee Matters Agreement by and between Cablevision and AMC, which agreement shall be entered into prior to or on the Distribution Date.

"*Environmental Laws*" shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, principles of common law, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.), whether now or hereafter in existence, relating to the environment, natural resources, human health or safety, endangered or threatened species of fish, wildlife and plants, or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including without limitation indoor or outdoor air, surface water, groundwater and surface or subsurface soils), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the investigation, cleanup or other remediation thereof.

"*Exchange Act*" shall mean the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated hereunder.

"*Governmental Authority*" shall mean any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, NASDAQ or other regulatory, administrative or governmental authority.

"*Group*" shall mean the Cablevision Group or the AMC Group.

"*Indemnifiable Losses*" shall mean any and all Liabilities, costs or expenses (including reasonable out-of-pocket attorneys' fees and any and all out-of-pocket expenses) reasonably incurred in investigating, preparing for or defending against any Actions or potential Actions or in settling any Action or potential Action or in satisfying any judgment, fine or penalty rendered in or resulting from any Action.

"*Indemnifying Party*" shall have the meaning set forth in Section 3.3(a).

"*Indemnitee*" shall have the meaning set forth in Section 3.3(a).

"*Information Statement*" shall mean the Information Statement filed with the Commission as part of the Registration Statement and mailed to the holders of shares of Cablevision Common Stock in connection with the AMC Distribution, including any amendments or supplements thereto.

"*Law*" shall mean all laws, statutes and ordinances and all regulations, rules and other pronouncements of Governmental Authorities having the effect of law of the United States, any foreign country, or any domestic or foreign state, province, commonwealth, city, country, municipality, territory, protectorate, possession or similar instrumentality, or any Governmental Authority thereof.

"*Liabilities*" shall mean any and all debts, liabilities, obligations, responsibilities, Losses, damages (whether compensatory, punitive or treble), fines, penalties and sanctions, absolute or contingent, matured or unmatured, liquidated or unliquidated, foreseen or unforeseen, joint, several or individual, asserted or unasserted, accrued or unaccrued, known or unknown, whenever arising, including without limitation those arising under or in connection with any Law (including any Environmental Law), Action, threatened Action, order or consent decree of any Governmental Authority or any award of any arbitration tribunal, and those arising under any contract, guarantee, commitment or undertaking, whether sought to be imposed by a Governmental Authority, private party, or party to this Agreement, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, and including any costs, expenses, interest, attorneys' fees, disbursement and expense of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof.

"*Losses*" shall mean all losses, damages, claims, demands, judgments or settlements of any nature or kind, known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, including all reasonable costs and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto, suffered by an Indemnitee.

"*NASDAQ*" shall mean The NASDAQ Stock Market LLC.

"*New AMC Debt*" shall have the meaning set forth in Section 2.2.

"*New AMC Secured Debt*" shall have the meaning set forth in Section 2.2.

"*New AMC Unsecured Debt*" shall have the meaning set forth in Section 2.2.

"*Offering Memorandum*" shall mean the offering memorandum, private placement memorandum, syndication memorandum, confidential information memorandum, prospectus or similar document or documents of AMC used in connection with the AMC Financing.

"*Outside Notice Date*" shall have the meaning set forth in Section 3.3(a).

"*Parties*" shall have the meaning set forth in the preamble to this Agreement.

"*Person*" shall mean any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

“Records” shall have the meaning set forth in Section 4.1(a).

“Registration Rights Agreements” shall mean the two Registration Rights Agreements by and among AMC and various holders of AMC Class B Common Stock named therein, each of which agreements shall be entered into prior to or on the Distribution Date.

“Registration Statement” shall mean the registration statement on Form 10 filed with the Commission to effect the registration of the AMC Class A Common Shares pursuant to the Exchange Act.

“Releasee” shall have the meaning set forth in Section 2.14.

“Releasor” shall have the meaning set forth in Section 2.14.

“Representative” shall mean, with respect to any Person, any of such Person’s directors, officers, employees, agents, consultants, advisors, accountants, attorneys and representatives.

“Retained Claims Liabilities” shall mean the Liabilities, if any, described in Schedule B.

“Standalone Financing” shall have the meaning set forth in the preamble to this Agreement.

“Subleases” shall mean the subleases and leases, if any, by and between members of the Cablevision Group and members of the AMC Group, which subleases and leases shall be entered into prior to the Distribution Date in such form as is agreed to by Cablevision and AMC.

“Subsidiary” shall mean with respect to any specified Person, any corporation or other legal entity of which such Person or any of its Subsidiaries controls or owns, directly or indirectly, more than 50% of the stock or other equity interests entitled to vote on the election of members to the board of directors or similar governing body or, in the case of a Person with no governing body, more than 50% of the equity interests.

“Tax” shall have the meaning set forth in the Tax Disaffiliation Agreement.

“Tax Disaffiliation Agreement” shall mean the Tax Disaffiliation Agreement by and between Cablevision and AMC, which agreement shall be entered into prior to or on the Distribution Date.

“Third-Party” shall mean any Person who is not a Party to this Agreement.

“Third-Party Claim” shall have the meaning set forth in Section 3.3(a).

“Transfers” shall mean the direct and indirect transfers of assets from Cablevision to AMC which resulted in AMC owning, directly or indirectly, the AMC Business.

"Transition Services Agreement" shall mean the Transition Services Agreement by and between Cablevision and AMC, which agreement shall be entered into prior to or on the Distribution Date.

"VOOM Litigation Agreement" shall mean the VOOM Litigation Agreement by and between Cablevision and AMC, which agreement shall be entered into prior to or on the Distribution Date.

Section 1.2 Reference; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation." Unless the context otherwise requires, references in this Agreement to Articles, Sections and Schedules shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. Neither this Agreement nor any Ancillary Agreement shall be construed against either Party as the principal draftsman hereof or thereof.

ARTICLE II DISTRIBUTION AND CERTAIN COVENANTS

Section 2.1 AMC Distribution. (a) On or prior to the Distribution Date, Cablevision shall deliver to Cablevision's stock transfer agent (the "Agent") a single stock certificate representing all of the issued and outstanding AMC Class A Common Shares and a single stock certificate representing all of the issued and outstanding AMC Class B Common Shares, in each case, endorsed by Cablevision in blank, for the benefit of the holders of Cablevision Common Stock, and Cablevision shall instruct the Agent to distribute, on or as soon as practicable following the Distribution Date, the AMC Class A Common Shares to holders of record of shares of Cablevision Class A Stock on the Distribution Record Date and the AMC Class B Common Shares to holders of record of shares of Cablevision Class B stock on the Distribution Record Date, all as further contemplated by the Information Statement and hereby. AMC shall provide any share certificates that the Agent shall require in order to effect the AMC Distribution. The AMC Distribution shall be effective at the Effective Time.

(b) The AMC Common Stock issued in the AMC Distribution are intended to be distributed only pursuant to a book entry system. Cablevision shall instruct the Agent to deliver the AMC Common Stock previously delivered to the Agent to a depository and to mail to each holder of record of Cablevision Common Stock on the Distribution Record Date, a statement of the AMC Common Stock credited to such holder's account. If following the AMC Distribution a holder of AMC Common Stock requests physical certificates instead of participating in the book entry system, the Agent shall issue certificates for such shares. In lieu of fractional shares, cash shall be given to holders otherwise entitled to such fractional shares of Common Stock on the Distribution Date. As soon as practicable following the Distribution Date,

the Agent shall (i) aggregate all fractional AMC Class A Common Shares into whole AMC Class A Common Shares and (ii) aggregate all fractional AMC Class B Common Shares into whole AMC Class B Common Shares, and convert the whole AMC Class B Common Shares into whole AMC Class A Common Shares, and (iii) sell the whole AMC Class A Common Shares in the open market at then prevailing prices and shall distribute to each such holder such holder's ratable share of the proceeds of such sale, net of brokerage fees incurred in such sales.

Section 2.2 Financing Transactions. Prior to the Distribution Date, each of Cablevision, CSC and AMC shall enter into all necessary or appropriate arrangements, and cooperate with each other, regarding the incurrence by AMC of \$1,725,000,000 aggregate principal amount of new senior secured term loans (the "*New AMC Secured Debt*") and \$700,000,000 aggregate principal amount of new senior unsecured notes (the "*New AMC Unsecured Debt*") and together with the New AMC Secured Debt, the "*New AMC Debt*"). On the Distribution Date, AMC will issue the Contribution Debt, consisting of approximately \$1,250,000,000 aggregate principal amount of the New AMC Debt to CSC in partial consideration for the asset transfers provided for in the Contribution Agreement. AMC recognizes and agrees that CSC may exchange all or a portion of the Contribution Debt in exchange for outstanding CSC or Cablevision debt. AMC will use the proceeds from the New AMC Debt other than the Contribution Debt (i) to repay all AMC indebtedness outstanding immediately before the AMC Distribution (other than capital leases); (ii) pay certain fees and expenses in connection with the Distribution and the Standalone Financing (iii) for its general corporate purposes. Without limiting the generality of the foregoing, AMC shall, as and when necessary or appropriate prior to and after the Distribution Date, (a) provide all information reasonably requested by any underwriters or financial or other advisers engaged in connection with the AMC Financing, (b) participate in due diligence sessions, syndication meetings, drafting sessions, management presentations, road show presentations and meetings with ratings agencies, (c) assist in the preparation of and execute and/or deliver, customary underwriting placement, credit, purchase, indemnification, registration rights and other definitive financing agreements and execute and deliver in a timely manner such other certificates and documents, including, without limitation, solvency certificates, comfort letters, consents, pledge and security documents and perfection certificates, as may be reasonably required in connection with the foregoing, and (d) prepare such audited and unaudited financial statements (including those required by the Commission), the Offering Memorandum, and providing such financial and other information, necessary for the consummation of such financing within the time periods required by such agreements.

Section 2.3 Cablevision Determinations. Cablevision shall have the sole and absolute discretion to determine whether to proceed with all or part of the Distribution and the Standalone Financing and all terms thereof, including the form, structure and terms of any transaction(s) and/or offering(s) to effect the Distribution and the Standalone Financing and the timing of and conditions to the consummation of the Distribution and the Standalone Financing. AMC and CSC shall cooperate with Cablevision in all respects to accomplish the Distribution and the Standalone Financing and shall, at Cablevision's direction, promptly take any and all actions necessary or desirable to effect the Distribution and the Standalone Financing. Cablevision shall select any investment banker(s), underwriters and manager(s) in connection with the Distribution and the Standalone Financing, as well as any financial printer, solicitation and/or exchange agent and outside counsel for Cablevision, which shall include Sullivan & Cromwell LLP. AMC acknowledges that it has been afforded the opportunity to seek the advice

and assistance of its own separate counsel in connection with the Distribution and the Standalone Financing and the negotiation and preparation of this Agreement and the Ancillary Agreements.

Section 2.4 Charter; Bylaws. On or prior to the Distribution Date, AMC, CSC and Cablevision shall have taken all necessary actions to provide for the adoption of the form of Certificate of Incorporation and Bylaws in substantially the form filed by AMC with the Commission as exhibits to the Registration Statement.

Section 2.5 Directors. On or prior to the Distribution Date, Cablevision, CSC and AMC shall have taken all necessary action to cause the Board of Directors of AMC to consist of the individuals identified in the Information Statement as directors of AMC as of immediately following the Effective Time.

Section 2.6 Election of Officers. On or prior to the Distribution Date, AMC shall take all actions necessary and desirable so that as of the Distribution Date the officers of AMC will be as set forth in the Information Statement.

Section 2.7 Certain Licenses and Permits. On or prior to the Distribution Date or as soon as reasonably practicable thereafter, Cablevision shall use its commercially reasonable best efforts to transfer or cause to be transferred any transferable licenses, permits and authorizations issued by any Governmental Authority which relate solely to the AMC Business but which are held in the name of any member of the Cablevision Group, or in the name of any employee, officer, director, stockholder or agent of any such member, or otherwise, on behalf of a member of the AMC Group to the appropriate member of the AMC Group.

Section 2.8 State Securities Laws. Prior to the Distribution Date, Cablevision, CSC and AMC shall take all such action as may be necessary or appropriate under the securities or blue sky laws of states or other political subdivisions of the United States in order to effect the Distribution and the Standalone Financing.

Section 2.9 Listing Application; Notice to NASDAQ. (a) Prior to the Distribution Date, Cablevision and AMC shall prepare and file with NASDAQ a listing application and related documents and shall take all such other actions with respect thereto as shall be necessary or desirable in order to cause NASDAQ to list on or prior to the Distribution Date, subject to official notice of issuance, the AMC Class A Common Shares.

(b) Prior to the AMC Distribution, Cablevision shall, to the extent possible, give NASDAQ not less than ten days' advance notice of the Distribution Record Date in compliance with Rule 10b-17 under the Exchange Act.

Section 2.10 Removal of Certain Guarantees; Releases from Liabilities.

(a) Except as otherwise specified in any Ancillary Agreement, (i) AMC shall use its commercially reasonable efforts to have, on or prior to the Distribution Date, or as soon as practicable thereafter, any member of the Cablevision Group removed as guarantor of or obligor for any Liability of AMC, including in respect of those guarantees, if any, set forth on Schedule C-1 of this Agreement, and (ii) Cablevision shall use its commercially reasonable efforts to have,

on or prior to the Distribution Date, or as soon as practicable thereafter, any member of the AMC Group removed as guarantor of or obligor for any Liability of Cablevision, including in respect of those guarantees, if any, set forth on Schedule C-2 of this Agreement.

(b) If AMC or Cablevision, as the case may be, is unable to obtain, or to cause to be obtained, any such required removal as set forth in Section 2.10(a), the applicable guarantor or obligor shall continue to be bound as such and, unless not permitted by Law or the terms thereof, the relevant beneficiary shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder from and after the date hereof.

(c) If (i) AMC is unable to obtain, or to cause to be obtained, any such required removal as set forth in Section 2.10(a), or (ii) AMC Liabilities arise from and after the Effective Time but before a member of the Cablevision Group which is a guarantor or obligor with reference to any such AMC Liability is removed pursuant to Section 2.10(a), then such guarantor or obligor shall be indemnified by AMC for all Liabilities incurred by it in its capacity as guarantor or obligor. Without limiting the foregoing, AMC shall, or shall cause a member of the AMC Group to, reimburse any such member of the Cablevision Group which is a guarantor or obligor as soon as practicable (but in no event later than 30 days) following delivery by Cablevision to AMC of notice of a payment made pursuant to this Section 2.10 in respect of AMC Liabilities.

(d) If (i) Cablevision is unable to obtain, or to cause to be obtained, any such required removal as set forth in Section 2.10(a), or (ii) Cablevision Liabilities arise from and after the Effective Time but before a member of the AMC Group which is a guarantor or obligor with reference to any such Cablevision Liability is removed pursuant to Section 2.10(a), then such guarantor or obligor shall be indemnified by Cablevision for all Liabilities incurred by it in its capacity as guarantor or obligor. Without limiting the foregoing, Cablevision, shall, or shall cause a member of the Cablevision Group to, reimburse any such member of the AMC Group which is a guarantor or obligor as soon as practicable (but in no event later than 30 days) following delivery by AMC to Cablevision of notice of a payment made pursuant to this Section 2.10 in respect of Cablevision Liabilities.

(e) In the event that at any time before or after the Distribution Date Cablevision identifies any letters of credit, interest rate or foreign exchange contracts, surety bonds or other contracts (excluding guarantees) that relate primarily to the AMC Business but for which a member of the Cablevision Group has contingent, secondary, joint, several or other Liability of any nature whatsoever, AMC shall, at its expense, take such actions and enter into such agreements and arrangements as Cablevision may reasonably request to effect the release or substitution of Cablevision (or a member of the Cablevision Group).

(f) In the event that at any time before or after the Distribution Date AMC identifies any letters of credit, interest rate or foreign exchange contracts, surety bonds or other contracts (excluding guarantees) that relate primarily to the Cablevision Business but for which a member of the AMC Group has contingent, secondary, joint, several or other Liability of any

nature whatsoever, Cablevision shall, at its expense, take such actions and enter into such agreements and arrangements as AMC may reasonably request to effect the release or substitution of AMC (or a member of the AMC Group).

(g) The Parties shall use commercially reasonable efforts to obtain, or cause to be obtained, any consent, substitution or amendment required to novate or assign all AMC Liabilities of any nature whatsoever transferred under this Agreement or an Ancillary Agreement, or to obtain in writing the unconditional release of the assignor so that in each such case, Cablevision (or an appropriate member of the Cablevision Group) shall be solely responsible for the Cablevision Liabilities and AMC (or an appropriate member of the AMC Group) shall be solely responsible for the AMC Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefore (except for filing fees or other similar charges) to any Third Party from whom such consent, substitution, amendment or release is requested. Whether or not any such consent, substitution, amendment or release is obtained, nothing in this Section 2.10 shall in any way limit the obligations of the parties under Article III.

Section 2.11 Corporate Names; Trademarks. Except as otherwise specifically provided in any Ancillary Agreement or in any other agreement to which a member of the Cablevision Group and a member of the AMC Group are parties:

(a) as soon as reasonably practicable after the Distribution Date but in any event within six months thereafter, AMC will, at its own expense, remove (or, if necessary, on an interim basis, cover up) any and all exterior signs and other identifiers located on any of its property or premises or on the property or premises used by it or its Subsidiaries which refer or pertain to the Cablevision Marks or which include the Cablevision Marks;

(b) as soon as is reasonably practicable after the Distribution Date but in any event within six months thereafter, AMC will, and will cause the AMC Subsidiaries to, remove, at their own expense, from all letterhead, envelopes, invoices and other communications media of any kind, the Cablevision Marks (except that AMC shall not be required to take any such action with respect to materials in the possession of customers);

(c) as soon as reasonably practicable after the Distribution Date but in any event within six months thereafter, Cablevision will, at its own expense, remove (or, if necessary, on an interim basis, cover up) any and all exterior signs and other identifiers located on any of its property or premises or on the property or premises used by it or its Subsidiaries which refer or pertain to the AMC Marks or which include the AMC Marks; and

(d) as soon as is reasonably practicable after the Distribution Date but in any event within six months thereafter, Cablevision will, and will cause the Cablevision Subsidiaries to, remove, at their own expense, from all letterhead, envelopes, invoices and other communications media of any kind, the AMC Marks (except that Cablevision shall not be required to take any such action with respect to materials in the possession of customers).

Section 2.12 Ancillary Agreements. Prior to the Distribution Date, each of Cablevision and AMC shall enter into, and/or (where applicable) shall cause members of their respective Groups to enter into, the Ancillary Agreements and any other agreements in respect of

the Distribution and the Standalone Financing reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

Section 2.13 Acknowledgment by AMC. AMC, on behalf of itself and all members of the AMC Group, acknowledges, understands and agrees that, except as expressly set forth herein or in any Ancillary Agreement, (a) no member of the Cablevision Group or any other Person has, in this Agreement or in any other agreement or document, or otherwise made any representation or warranty of any kind whatsoever, express or implied, to AMC or any member of the AMC Group or to any director, officer, employee or agent thereof in any way with respect to any of the transactions contemplated hereby or the business, assets, condition or prospects (financial or otherwise) of, or any other matter involving, the assets, Liabilities or businesses of Cablevision, any member of the Cablevision Group, AMC or any member of the AMC Group, any assets that are transferred, any AMC Liabilities or the AMC Business, (b) AMC and each member of the AMC Group has taken all of the assets that are transferred, the AMC Business and AMC Liabilities on an "as is, where is" basis, and all implied warranties of merchantability, fitness for a specific purpose or otherwise have been and are hereby expressly disclaimed, and (c) none of Cablevision or any members of the Cablevision Group or any other person has made or makes any representation or warranty with respect to the Distribution or the Standalone Financing or the entering into of this Agreement or the Ancillary Agreements or the transactions contemplated hereby and thereby. Except as expressly set forth herein or in any other Ancillary Agreement, AMC and each member of the AMC Group shall bear the economic and legal risk that the AMC Assets shall prove to be insufficient or that the title of any member of the AMC Group to any AMC Assets shall be other than good and marketable and free from encumbrances. The provisions of the Contribution Agreement and any related assignment agreement or other related documents are expressly subject to this Section 2.13 and to Section 2.14 hereof.

Section 2.14 Release. AMC agrees that for itself and for its predecessors, Subsidiaries (including for this purpose any Subsidiary of AMC that is also a Subsidiary of Cablevision), departments, divisions and sections and for their successors, Affiliates (including for this purpose any Subsidiary of AMC that is also a Subsidiary of Cablevision), heirs, assigns, executors, administrators, partners, officers, directors, shareholders, employees, attorneys and agents (individually, each a "Releasor" and collectively, the "Releasors"), in consideration of the making by Cablevision of the Transfers, release, waive and forever discharge Cablevision and its predecessors, Subsidiaries, departments, divisions, sections, successors, Affiliates, heirs, assigns, executors, administrators, partners, officers, directors, shareholders, employees, attorneys and agents (individually, each a "Releasee" and collectively, the "Releasees") from, and shall, in addition to other obligations under Article III, indemnify and hold harmless all such persons against and from, all Liabilities of every name and nature, in law or equity, known or unknown, which against any Releasee, a Releasor ever had, now has or hereafter can, shall or may have by reason of any matter, act, omission, conduct, transaction or occurrence from the beginning of the world up to and including the Distribution Date for, upon, by reason of, asserted in or arising out of, or related to:

- The management of the business and affairs of AMC (and its predecessors, Subsidiaries and Affiliates) and the AMC Business on or prior to the Distribution Date;

- The terms of this Agreement, the Ancillary Agreements, the Distribution, the Standalone Financing, the Certificate of Incorporation or the By-Laws of AMC;
- The terms of the AMC Financing and the Contribution and any agreements or other documents entered into in connection therewith or relating thereto; and
- Any other decision that may have been made, or any action taken, relating to AMC (and its predecessors, subsidiaries and Affiliates) or the Distribution and the Standalone Financing.

The term "Releasee" is expressly intended to include any person who served as an incorporator, director, officer, employee, agent or attorney of AMC on or prior to the Distribution Date at the request of Cablevision. Each Releasor expressly covenants and agrees never to institute, or participate (including as a member of a class) in, any Action against any Releasee, in any court or forum, directly or indirectly, regarding or relating to the matters released through this Release, and further covenants and agrees that this Release is a bar to any such Action. For the avoidance of doubt, the purpose of this Section 2.14 is to make clear the intent of the Parties that, following the Distribution Date, the only Liability that any Releasee shall have to any Releasor shall be its obligation to perform its obligations under and pursuant to the terms of this Agreement, the Ancillary Agreements and any other agreements to which the Releasee and the Releasor are parties and there shall be no liability in respect of any event, occurrence, action or inaction on or prior to the Distribution Date. This Release shall not extend to any liabilities owed by a Releasee to a Releasor in the Releasor's capacity as a director, officer, employee or other Representative or shareholder of Releasee nor shall it release any Liabilities or obligations under this Agreement or any Ancillary Agreements or any other agreements to which the Releasee and the Releasor are parties.

Section 2.15 Discharge of Liabilities. Except as otherwise expressly provided herein or in any of the Ancillary Agreements:

(a) From and after the Effective Time, (i) Cablevision shall, and shall cause each member of the Cablevision Group to, assume, pay, perform and discharge all Cablevision Liabilities in the ordinary course of business, consistent with past practice, and (ii) AMC shall, and shall cause each member of the AMC Group, to assume, pay, perform and discharge all AMC Liabilities in the ordinary course of business, consistent with past practice. The agreements in this Section 2.15 are made by each Party for the sole and exclusive benefit of the other Party. To the extent reasonably requested to do so by the other Party, each Party agrees to execute and deliver such documents, in a form reasonably satisfactory to such Party, as may be reasonably necessary to evidence the assumption of any Liabilities hereunder.

(b) All intercompany trade, accounts receivable and accounts payable between any member of one Group and any member of another Group in existence at the Effective Time shall be paid and performed in accordance with their terms.

Section 2.16 Further Assurances. If at any time after the Effective Time any further action is reasonably necessary or desirable to carry out the purposes of this Agreement and the Ancillary Agreements, the proper officers of each Party shall take all such necessary action. Without limiting the foregoing, each Party shall use its commercially reasonable efforts promptly to obtain all consents and approvals, to enter into all agreements and to make all filings and applications that may be required for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including all applicable filings with, and approvals from, any Governmental Authority.

ARTICLE III INDEMNIFICATION

Section 3.1 Indemnification by Cablevision. Except as otherwise specifically set forth in any provision of this Agreement from and after the Distribution Date, Cablevision shall indemnify, defend and hold harmless the AMC Indemnitees from and against any and all Indemnifiable Losses of the AMC Indemnitees to the extent arising out of, by reason of or otherwise in connection with (i) the Cablevision Liabilities or alleged Cablevision Liabilities, including any breach by any member of the Cablevision Group of any provision of this Section 3.1; (ii) any breach by any member of the Cablevision Group of this Agreement; and (iii) any untrue statement or alleged untrue statement of a material fact in the Registration Statement, the Information Statement, or the Offering Memorandum or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent relating to the Cablevision Group. This Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements unless such Ancillary Agreement expressly provides that this Agreement applies to any matter in such Ancillary Agreement.

Section 3.2 Indemnification by AMC. Except as otherwise specifically set forth in any provision of this Agreement, from and after the Distribution Date, AMC shall indemnify, defend and hold harmless the Cablevision Indemnitees from and against any and all Indemnifiable Losses of the Cablevision Indemnitees to the extent arising out of, by reason of or otherwise in connection with (i) the AMC Liabilities or alleged AMC Liabilities; (ii) any breach by any member of the AMC Group of this Agreement; and (iii) any untrue statement or alleged untrue statement of a material fact in the Registration Statement, the Information Statement or the Offering Memorandum, or in any registration statement or prospectus filed by AMC in connection with the Distribution and the Standalone Financing, or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this clause (iii) shall not apply to any Liability that is covered by Section 3.1(a)(iii). This Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

Section 3.3 Procedures for Indemnification.

(a) If a claim or demand is made by a Third Party against a AMC Indemnitee or a Cablevision Indemnitee (each, an "Indemnitee") (a "Third-Party Claim") as to which such

Indemnitee is entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the Party which is or may be required pursuant to Section 3.1 or Section 3.2 hereof to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third-Party Claim promptly (and in any event by the date (the "Outside Notice Date") that is the 15th Business Day) after receipt by such Indemnitee of written notice of the Third-Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure (except that the Indemnifying Party shall not be liable for any expenses incurred during the period beginning immediately after the Outside Notice Date and ending on the date the Indemnitee gives the required notice). Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within 10 Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. Notice under this Section 3.3 shall be provided in accordance with Section 5.6. For the avoidance of doubt, knowledge of a Third Party Claim by a Person who is an officer or director of both Cablevision and AMC shall not constitute notice for purposes of this Section 3.3.

If a Third Party Claim is made against an Indemnitee, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses and acknowledges in writing its obligation to indemnify the Indemnitee therefor, to assume the defense thereof with counsel selected by the Indemnifying Party; provided, however, that such counsel is not reasonably objected to by the Indemnitee. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party shall, within 30 days (or sooner if the nature of the Third Party Claim so requires), notify the Indemnitee of its intent to do so, and the Indemnifying Party shall thereafter not be liable to the Indemnitee for legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that such Indemnitee shall have the right to employ counsel to represent such Indemnitee if, in such Indemnitee's reasonable judgment, a conflict of interest between such Indemnitee and such Indemnifying Party exists in respect of such claim which would make representation of both such parties by one counsel inappropriate, and in such event the fees and expenses of such separate counsel shall be paid by such Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, subject to the proviso of the preceding sentence, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has failed to assume the defense thereof (other than during the period prior to the time the Indemnitee shall have given notice of the Third Party Claim as provided above). If the Indemnifying Party so elects to assume the defense of any Third Party Claim, all of the Indemnitees shall cooperate with the Indemnifying Party in the defense or prosecution thereof, including by providing or causing to be provided Records and witnesses as soon as reasonably practicable after receiving any request therefor from or on behalf of the Indemnifying Party.

If the Indemnifying Party acknowledges in writing responsibility under this Section 3.3 for a Third Party Claim, then in no event will the Indemnitee admit any liability with respect to, or settle, compromise or discharge, any Third Party Claim without the Indemnifying

Party's prior written consent; provided, however, that the Indemnitee shall have the right to settle, compromise or discharge such Third Party Claim without the consent of the Indemnifying Party if the Indemnitee releases the Indemnifying Party from its indemnification obligation hereunder with respect to such Third Party Claim and such settlement, compromise or discharge would not otherwise adversely affect the Indemnifying Party. If the Indemnifying Party acknowledges in writing liability for a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third Party Claim and releases the Indemnitee completely in connection with such Third Party Claim and that would not otherwise adversely affect the Indemnitee. If an Indemnifying Party elects not to assume the defense of a Third Party Claim, or fails to notify an Indemnitee of its election to do so as provided herein, such Indemnitee may compromise, settle or defend such Third Party Claim.

Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the fees and expenses of counsel incurred by the Indemnitee in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnitee which the Indemnitee reasonably determines, after conferring with its counsel, cannot be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(b) In the event of payment by an Indemnifying Party to any Indemnitee in connection with any Third Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third Party Claim. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right or claim.

(c) AMC shall, and shall cause the other AMC Indemnitees to, and Cablevision shall, and shall cause the other Cablevision Indemnitees to, cooperate as may reasonably be required in connection with the investigation, defense and settlement of any Third Party Claim. In furtherance of this obligation, the Parties agree that if an Indemnifying Party chooses to defend or to compromise or settle any Third Party Claim, Cablevision or AMC, as the case may be, shall use its reasonable best efforts to make available to the other Party, upon written request, the former and then current directors, officers, employees and agents of the members of its respective Group as witnesses and any Records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such Person, Records or other documents may reasonably be required in connection with such defense, settlement or compromise. At the request of an Indemnifying Party, an Indemnitee shall enter into a reasonably acceptable joint defense agreement.

(d) The remedies provided in this Article III shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 3.4 Indemnification Payments. (a) Indemnification required by this Article III shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss is incurred. If the Indemnifying Party fails to make an indemnification payment required by this Article III within 30 days after receipt of a bill therefore or notice that an Indemnifiable Loss has been incurred, the Indemnifying Party shall also be required to pay interest on the amount of such indemnification payment, from the date of receipt of the bill or notice of the Indemnified Loss to but not including the date of payment, at the Applicable Rate.

(b) The amount of any claim by an Indemnitee under this Agreement (i) shall be reduced to reflect any actual tax savings or insurance proceeds received by any Indemnitee that result from the Indemnifiable Losses that gave rise to such indemnity and (ii) shall be increased by an amount equal to any Tax cost incurred by any Indemnitee that results from receipt of payments under this Article III.

(c) For all Tax purposes and to the extent permitted by applicable Law, the parties hereto shall treat any payment made pursuant to this Article III as a capital contribution or a distribution, as the case may be, immediately prior to the AMC Distribution.

ARTICLE IV ACCESS TO INFORMATION

Section 4.1 Provision of Corporate Records.

(a) Except as specifically provided in Article III (in which event the provisions of such Article will govern), after the Distribution Date, upon the prior written request by AMC for specific and identified agreements, documents, books, records or files including accounting and financial records (collectively, "Records") which relate to AMC or the conduct of the AMC Business up to the Effective Time, or which AMC determines are necessary or advisable in order for AMC to prepare its financial statements and any reports or filings to be made with any Governmental Authority, Cablevision shall arrange, as soon as reasonably practicable following the receipt of such request, to provide appropriate copies of such Records (or the originals thereof if AMC has a reasonable need for such originals) in the possession or control of Cablevision or any of the Cablevision Subsidiaries, but only to the extent such items are not already in the possession or control of the requesting Party.

(b) Except as specifically provided in Article III (in which event the provisions of such Article will govern), after the Distribution Date, upon the prior written request by Cablevision for specific and identified Records which relate to Cablevision or the conduct of the Cablevision Business up to the Effective Time, or which Cablevision determines are necessary or advisable in order for Cablevision to prepare its financial statements and any reports or filings to be made with any Governmental Authority, AMC shall arrange, as soon as reasonably practicable following the receipt of such request, to provide appropriate copies of

such Records (or the originals thereof if Cablevision has a reasonable need for such originals) in the possession or control of AMC or any of the AMC Subsidiaries, but only to the extent such items are not already in the possession or control of the requesting Party.

Section 4.2 Access to Information. Except as specifically provided in Article III (in which event the provisions of such Article will govern), from and after the Distribution Date, each of Cablevision and AMC shall afford to the other and its authorized Representatives reasonable access during normal business hours, subject to appropriate restrictions for classified, privileged or confidential information, to the personnel, properties, and Records of such Party and its Subsidiaries insofar as such access is reasonably required by the other Party and relates to such other Party or the conduct of its business prior to the Effective Time.

Section 4.3 Witnesses; Documents and Cooperation in Actions. (a) At all times from and after the Distribution Date, each of Cablevision and AMC shall use their commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' former and then current Representatives as witnesses and any Records within its control or which it otherwise has the ability to make available, to the extent that such Persons or Records may reasonably be required in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved. This provision shall not apply to any Action brought by one Party against another Party (as to which production of documents and witnesses shall be governed by applicable discovery rules).

(b) Without limiting any provision of this Section 4.3, the Parties shall cooperate and consult, and shall cause each member of their respective Groups to cooperate and consult, to the extent reasonably necessary with respect to any Actions.

(c) In connection with any matter contemplated by this Section 4.3, the Parties will enter into a mutually acceptable joint defense agreement so as to maintain to the extent practicable any applicable attorney-client privilege or work product immunity of any member of any Group.

Section 4.4 Confidentiality. (a) Cablevision and the Cablevision Subsidiaries and AMC and the AMC Subsidiaries shall not use or permit the use of and shall keep, and shall cause its consultants and advisors to keep, confidential all information concerning the other Party in its possession, its custody or under its control to the extent such information, (w) relates to or was acquired during the period up to the Effective Time, (x) relates to any Ancillary Agreement, (y) is obtained in the course of performing services for the other Party pursuant to any Ancillary Agreement, or (z) is based upon or is derived from information described in the preceding clauses (w), (x) or (y), and each Party shall not (without the prior written consent of the other) otherwise release or disclose such information to any other Person, except such Party's auditors, attorneys, consultants and advisors, unless compelled to disclose such information by judicial or administrative process or unless such disclosure is required by Law and such Party has used commercially reasonable efforts to consult with the other affected Party or Parties prior to such disclosure. Each Party shall be deemed to have satisfied its obligation to hold confidential any information concerning or owned by the other Party or its Group if it exercises the same care as

it takes to preserve confidentiality for its own similar information. The covenants in this Section 4.4 shall survive the transactions contemplated by this Agreement and shall continue indefinitely; provided, however, that the covenants in this Section 4.4 shall terminate with respect to any information not constituting a trade secret under applicable law on the third anniversary of the later of the Distribution Date or the date on which the Party subject to such covenants with respect to such information receives it (but any such termination shall not terminate or otherwise limit any other covenant or restriction regarding the disclosure or use of such information under any Ancillary Agreement or other agreement, instrument or legal obligation). This Section 4.4 shall not apply to information (A) that has been in the public domain through no fault of such Party or (B) that has been later lawfully acquired from other sources by such Party, (C) the use or disclosure of which is permitted by this Agreement or any other Ancillary Agreement or any other agreement entered into pursuant hereto, (D) that is immaterial and its disclosure is required as part of the conduct of that Party's business and would not reasonably be expected to be detrimental to the interests of the other Party or (E) that the other Party has agreed in writing may be so used or disclosed.

(b) If any Party or any member of its Group either determines that it is required to disclose pursuant to applicable Law, or receives any demand under lawful process or from any Governmental Authority to disclose or provide, information of the other Party (or any member of the other Party's Group) that is subject to the confidentiality provisions of Section 4.4(a) such Party shall notify the other Party prior to disclosing or providing such information and shall cooperate at the expense of the requesting Party in seeking any reasonable protective arrangements requested by such other Party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide such information if and to the extent required by such Law or by lawful process or such Governmental Authority; provided, however, that the Person shall only disclose such portion of the information as required to be disclosed or provided.

Section 4.5 Privileged Matters. Except as may be otherwise provided in an Ancillary Agreement, the Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution Date have been and will be rendered for the benefit of each of the members of the Cablevision Group, and the members of the AMC Group, and that each of the members of the Cablevision Group, and each of the members of the AMC Group should be deemed to be the client for the purposes of asserting all privileges which may be asserted under applicable Law. To allocate the interests of each Party in the information as to which any Party is entitled to assert a privilege, the Parties agree as follows:

(a) Cablevision shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the Cablevision Business (other than with respect to Liabilities as to which AMC is required to provide indemnification under Article III), whether or not the privileged information is in the possession of or under the control of Cablevision or AMC. Cablevision shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information that relates solely to the subject matter of any claims constituting Cablevision Liabilities (including Retained Claims Liabilities), or other Liabilities as to which it is required to provide indemnification under Article III, now pending or which may be asserted in the future,

whether or not the privileged information is in the possession of or under the control of Cablevision or AMC.

(b) AMC shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the AMC Business (other than with respect to matters or claims that are Retained Claims Liabilities or other Liabilities as to which Cablevision is required to provide indemnification under Article III), whether or not the privileged information is in the possession of or under the control of Cablevision or AMC. AMC shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the subject matter of any claims constituting AMC Liabilities, or other liabilities as to which it is required to provide indemnification under Article III, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by AMC, whether or not the privileged information is in the possession of AMC or under the control of Cablevision or AMC.

(c) The Parties agree that they shall have a shared privilege, with equal right to assert or waive, subject to the restrictions in this Section 4.5, with respect to all privileges not allocated pursuant to the terms of Sections 4.5(a) and (b).

(d) No Party may waive any privilege which could be asserted under any applicable Law, and in which the other Party has a shared privilege, without the consent of the other Party, which consent shall not be unreasonably withheld or delayed, except to the extent reasonably required in connection with any Third-Party Claims or as provided in subsection (e) below. Consent shall be in writing, or shall be deemed to be granted unless written objection is made within 20 days after notice upon the other Party requesting such consent.

(e) In the event of any litigation or dispute between or among the Parties, any Party and a Subsidiary of the other Party, or a Subsidiary of one Party and a Subsidiary of the other Party, either such Party may waive a privilege in which the other Party has a shared privilege, without obtaining the consent of the other Party, provided, however, that such waiver of a shared privilege shall be effective only as to the use of information with respect to the litigation or dispute between the Parties and/or their Subsidiaries, and shall not operate as a waiver of the shared privilege with respect to any Third-Party Claims.

(f) If a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a privilege should be waived to protect or advance the interest of any Party, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party, and shall not unreasonably withhold consent to any request for a waiver by the other Party. Each Party hereto specifically agrees that it will not withhold consent to a waiver for any purpose except to protect its own legitimate interests.

(g) Upon receipt by any Party or by any Subsidiary thereof of any subpoena, discovery or other request which arguably calls for the production or disclosure of information subject to a shared privilege or as to which another Party has the sole right hereunder to assert a privilege, or if any Party obtains knowledge that any of its or any of its Subsidiaries' current or former Representatives have received any subpoena, discovery or other request which arguably

calls for the production or disclosure of such privileged information, such Party shall promptly notify the other Party of the existence of the request and shall provide the other Party a reasonable opportunity to review the information and to assert any rights it or they may have under this Section 4.5 or otherwise to prevent the production or disclosure of such privileged information.

(h) The transfer of all Records and other information pursuant to this Agreement is made in reliance on the agreement of Cablevision and AMC, as set forth in Sections 4.2, 4.4 and 4.5, to maintain the confidentiality of privileged information and to assert and maintain all applicable privileges. The access to information being granted pursuant to Sections 4.1, 4.2, and 4.3 hereof, the agreement to provide witnesses and individuals pursuant to Sections 4.2 and 4.3 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by Section 4.3 hereof, and the transfer of privileged information between and among the Parties and their respective Subsidiaries, Affiliates and Representatives pursuant to this Agreement shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise.

Section 4.6 Ownership of Information. Any information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to Article III or this Article IV shall be deemed to remain the property of the providing Person. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

Section 4.7 Cost of Providing Records and Information. A Party requesting Records, information or access to personnel, witnesses or properties, under Articles III or IV, agrees to reimburse the other Party and its Subsidiaries for the reasonable out-of-pocket costs, if any, incurred in seeking to satisfy the request of the requesting Party.

Section 4.8 Retention of Records. Except (a) as provided in the Tax Disaffiliation Agreement or (b) when a longer retention period is otherwise required by Law or agreed to in writing, the Cablevision Group and the AMC Group shall retain all Records relating to the Cablevision Business and the AMC Business as of the Effective Time for the periods of time provided in each Party's record retention policy (with respect to the documents of such party and without regard to the Distribution or its effects) as in effect on the Distribution Date. Notwithstanding the foregoing, in lieu of retaining any specific Records, Cablevision or AMC may offer in writing to deliver such Records to the other and, if such offer is not accepted within 90 days, the offered Records may be destroyed or otherwise disposed of at any time. If a recipient of such offer shall request in writing prior to the scheduled date for such destruction or disposal that any of Records proposed to be destroyed or disposed of be delivered to such requesting Party, the Party proposing the destruction or disposal shall promptly arrange for delivery of such of the Records as was requested (at the cost of the requesting Party).

Section 4.9 Other Agreements Providing for Exchange of Information. The rights and obligations granted under this Article IV are subject to any specific limitations, qualifications or additional provisions on cooperation, access to information, privilege and the sharing, exchange or confidential treatment of information set forth in any Ancillary Agreement

or in any other agreement to which a member of the Cablevision Group and a member of the AMC Group is a party.

Section 4.10 Policies and Best Practices. Without representation or warranty, AMC and Cablevision shall continue to be permitted to share, on a confidential basis, “best practices” information and materials (such as policies, workflow templates and standard form contracts).

Section 4.11 Compliance with Laws and Agreements. Nothing in this Article IV shall be deemed to require any Person to provide any information if doing so would, in the opinion of counsel to such Person, be inconsistent with any legal or constitutional obligation applicable to such Person.

ARTICLE V MISCELLANEOUS

Section 5.1 Complete Agreement; Construction. This Agreement, including the Schedules, and the Ancillary Agreements shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule, the Schedule shall prevail.

Section 5.2 Ancillary Agreements. Except as may be expressly stated herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

Section 5.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

Section 5.4 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution Date.

Section 5.5 Distribution Expenses. Except as otherwise set forth in this Agreement or any Ancillary Agreement, all costs and expenses incurred on or prior to the Distribution Date (whether or not paid on or prior to the Distribution Date) in connection with the preparation, execution, delivery, printing and implementation of this Agreement and any Ancillary Agreement, the Information Statement, the Registration Statement and the Offering Memorandum, the Distribution and the Standalone Financing and the consummation of the transactions contemplated thereby, shall be charged to and paid by Cablevision. Such expenses shall be deemed to be Cablevision Liabilities. Except as otherwise set forth in this Agreement or any Ancillary Agreement, each Party shall bear its own costs and expenses incurred after the Distribution Date. Any amount or expense to be paid or reimbursed by any Party to any other Party shall be so paid or reimbursed promptly after the existence and amount of such obligation is determined and written demand therefor is made.

Section 5.6 Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Cablevision:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Attention: General Counsel

To CSC:

CSC Holdings, LLC
1111 Stewart Avenue
Bethpage, New York 11714
Attention: General Counsel

To AMC:

AMC Networks Inc.
11 Penn Plaza
New York, NY 10001
Attention: General Counsel

Section 5.7 Waivers. The failure of any Party to require strict performance by any other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 5.8 Amendments. Subject to the terms of Sections 5.11 and 5.13 hereof, this Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 5.9 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided that either Party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such Party so long as such purchaser expressly assumes, in a written instrument in form reasonably satisfactory to the non-assigning Party, the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of the assigning Party to be performed or observed.

Section 5.10 Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 5.11 Termination. This Agreement (including Article III hereof) may be terminated and the Distribution or the Standalone Financing may be amended, modified or abandoned at any time prior to the AMC Distribution by and in the sole discretion of Cablevision without the approval of CSC, AMC or the stockholders of Cablevision. In the event of such termination, no Party shall have any liability of any kind to any other Party or any other Person. After the AMC Distribution, this Agreement may not be terminated except by an agreement in writing signed by the Parties; provided, however, that Article III shall not be terminated or amended after the AMC Distribution in respect of a Third Party beneficiary thereto without the consent of such Person.

Section 5.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any entity that is contemplated to be a Subsidiary of such Party after the Distribution Date.

Section 5.13 Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective Subsidiaries and Affiliates and shall not be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 5.14 Title and Headings. Titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 5.15 Schedules. The Schedules shall be construed with and as an integral part of this Agreement to the same extent (except as set forth in the last sentence of Section 5.1) as if the same had been set forth verbatim herein.

Section 5.16 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 5.17 Waiver of Jury Trial. The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

Section 5.18 Specific Performance. From and after the AMC Distribution, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that, from and after the AMC Distribution, the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 5.19 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

CABLEVISION SYSTEMS CORPORATION

By: _____
Name:
Title:

CSC HOLDINGS, LLC

By: _____
Name:
Title:

AMC NETWORKS INC.

By: _____
Name:
Title:

[Signature Page to Distribution Agreement]

SUBSIDIARIES OF AMC

SUBSIDIARY:

11 PENN TV, LLC
AMC FILM HOLDINGS LLC
AMC TELEVISION PRODUCTIONS LLC
AMERICAN MOVIE CLASSICS COMPANY LLC
AMERICAN MOVIE CLASSICS IV HOLDING CORPORATION
ANIMANIA COMPANY LLC
CASSIDY HOLDINGS, INC.
DIGITAL STORE LLC
EPICS COMPANY LLC
EQUATOR HD COMPANY LLC
GALLERY HD COMPANY LLC
GAMEPLAY HD COMPANY LLC
HD CINEMA 10 COMPANY LLC
IFC ENTERTAINMENT HOLDINGS LLC
IFC ENTERTAINMENT LLC
IFC FILMS LLC
IFC IN THEATERS LLC
IFC PRODUCTIONS I L.L.C.
IFC THEATRES CONCESSIONS LLC
IFC THEATRES, LLC
LAB HD COMPANY LLC
LS VOD COMPANY LLC
LS VOD HOLDINGS LLC
MONSTERS COMPANY LLC
NEWSBYTES COMPANY LLC
RAINBOW DBS COMPANY LLC
RAINBOW DBS HOLDINGS, INC.
RAINBOW FILM HOLDINGS LLC
RAINBOW MEDIA ENTERPRISES, INC.
RAINBOW MEDIA GLOBAL LLC
RAINBOW MEDIA HOLDINGS LLC
RAINBOW NATIONAL SERVICES LLC
RAINBOW NATIONAL SPORTS HOLDINGS LLC
RAINBOW NETWORK COMMUNICATIONS
RAINBOW PROGRAMMING HOLDINGS LLC
RAVE COMPANY LLC
RMH GE HOLDINGS I, INC.
RMH GE HOLDINGS II, INC.
RMH GE HOLDINGS III, INC.
RNC HOLDING CORPORATION

RNC II HOLDING CORPORATION
RNS CO-ISSUER CORPORATION
RUSH HD COMPANY LLC
SELECTS VOD LLC
SPORTS ON DEMAND LLC
SUNDANCE CHANNEL (UK) LIMITED
SUNDANCE CHANNEL ASIA LLC
SUNDANCE CHANNEL EUROPE LLC
SUNDANCE CHANNEL L.L.C.
THE INDEPENDENT FILM CHANNEL LLC
TREASURE HD COMPANY LLC
TWD PRODUCTIONS II LLC
TWD PRODUCTIONS LLC
ULTRA HD COMPANY LLC
VOOM HD HOLDINGS LLC
WE TV ASIA LLC
WE: WOMEN'S ENTERTAINMENT LLC
WEDDING CENTRAL LLC
WORLD SPORT COMPANY LLC

RETAINED CLAIMS LIABILITIES

1. Any and all Liabilities relating to claims raised by Thomas Dolan against Rainbow Media Holdings LLC in Thomas C. Dolan v. Cablevision Systems Corporation and Rainbow Media Holdings LLC pending in the Supreme Court of the State of New York, County of New York: Commercial Division (Civ. No. 651011/2011), with respect to which Cablevision has notified AMC it has assumed the defense pursuant to Section 3.3(a).
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GUARANTEES

None.

GUARANTEES

None.

CONTRIBUTION AGREEMENT (this "Agreement"), dated as of June [•], 2011, by and among CABLEVISION SYSTEMS CORPORATION, a Delaware corporation ("Cablevision"), CSC HOLDINGS, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Cablevision ("CSC"), and AMC NETWORKS INC., a Delaware corporation ("AMC").

RECITALS

WHEREAS, Cablevision and AMC are parties to a Distribution Agreement, dated as of June [•], 2011 (the "Distribution Agreement");

WHEREAS, pursuant to the Distribution Agreement, the parties wish to cause the transactions described on Annex I (the "Reorganization Transactions") to be completed including, without limitation, the assignment by CSC to AMC of all the membership interests in Rainbow Media Holdings LLC (the "Holdings Interests;" the assignment of the Holdings Interests is referred to herein as the "Assignment");

WHEREAS, in consideration of the Assignment, AMC wishes to issue to CSC, and CSC wishes to receive, 5000 shares of newly issued Common Stock, par value \$.01 per share, of AMC (the "AMC Stock");

WHEREAS, in consideration of the Assignment, AMC wishes to issue to CSC, and CSC wishes to receive, \$1,250,000,000 aggregate principal amount of debt obligations of AMC, consisting of (i) \$700,000,000 of AMC's senior unsecured notes (the "AMC Notes"), issued pursuant to an indenture, to be dated as of the Distribution Date, between AMC, certain subsidiaries of AMC and a Trustee to be determined by AMC and (ii) \$550,000,000 of senior secured term loans (the "AMC Loans", and together with the AMC Notes, the "AMC Debt"), incurred pursuant to the Credit Agreement, to be dated as of the Distribution Date (the "Credit Agreement"), among AMC, certain subsidiaries of AMC, the Lenders party thereto, JPMorgan Chase Bank, National Association, as administrative agent (the "Administrative Agent"), and the other parties thereto;

WHEREAS, in consideration of the Assignment, CSC wishes to enter into, and AMC Networks wishes to cause certain of its subsidiaries to enter into, an agreement terminating the Consulting Agreement (as defined below) effective as of the Distribution Date;

WHEREAS, in order to complete the Reorganization Transactions and the issuance of the AMC Stock and the AMC Debt, the parties desire to enter into this Agreement; and

WHEREAS, terms used but not defined herein have the meanings assigned thereto in the Distribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by this Agreement, the parties agree as follows:

1. Assignments. Subject to the terms of the Distribution Agreement, each of Cablevision and AMC shall take all actions necessary to cause the completion of the
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Reorganization Transactions to which it or any of its subsidiaries is a party. In furtherance thereof, effective as of the date of this Agreement, CSC shall assign to AMC, and AMC shall accept from CSC, all of CSC's right, title and interest in the Holdings Interests, pursuant to the Assignment Agreement, dated the date of this Agreement between CSC and AMC.

2. **Stock Issuance.** AMC hereby agrees to issue to CSC, effective as of the date of this Agreement, the AMC Stock, by delivery of stock certificates therefor, pursuant to the Assignment Agreement and Stock Power, dated the date of this Agreement, between CSC and AMC. Cablevision and CSC acknowledge and agree that each of these stock certificates shall bear the legends contemplated by Annex II hereto.

3. **Debt Issuance.** AMC hereby agrees to issue to CSC, effective as of the Distribution Date, the AMC Debt, by (i) delivery of certificates representing the AMC Notes (or by book-entry record of beneficial ownership thereof) and (ii) an appropriate entry in the accounts or records of the Administrative Agent evidencing the obligation of AMC to CSC under the AMC Loans.

4. **Termination of Consulting Agreement.** Prior to the Distribution Date, CSC shall enter into, and AMC shall cause its subsidiaries, American Movie Classics Company LLC and WE: Women's Entertainment, LLC, to enter into, a Termination Agreement in the form attached hereto as Annex III terminating the Consulting Agreement, dated as of March 29, 2001, to which they are parties (the "Consulting Agreement"). The termination of the Consulting Agreement will be effective as of 11:59 p.m. on the Distribution Date.

5. **Disclosure.** Except as expressly provided in the Distribution Agreement or in any Ancillary Agreement, (i) none of the parties is making any representation to any other party in connection with the Reorganization Transactions, the Assignment or the issuance of the AMC Stock or the AMC Debt, and (ii) AMC is not directly assuming any liabilities of Rainbow Media Holdings LLC or its subsidiaries under the Reorganization Transactions or the Assignment.

6. **Further Assurances.** Each party hereto agrees to take such further actions as may be reasonably necessary to effect the transactions contemplated by this Agreement.

7. **Complete Agreement; Construction.** This Agreement, including the Annexes hereto shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Annex, the Annex shall prevail.

8. **Ancillary Agreements.** This Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Distribution Agreement or the Ancillary Agreements. Without limiting the foregoing sentence, the provisions of Section 2.13 and 2.14 of the Distribution Agreement shall apply to the Reorganization Transaction and the Assignment.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become

effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

10. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement shall survive the Distribution Date.

11. Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Cablevision and CSC:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Attention: General Counsel

To AMC:

AMC Networks Inc.
Eleven Penn Plaza
New York, New York 10001
Attention: General Counsel

12. Waivers. The failure of any party to require strict performance by any other party of any provision in this Agreement will not waive or diminish that party's right to demand strict performance thereafter of that or any other provision hereof.

13. Amendments. Subject to the terms of Section 14 hereof, this Agreement may not be modified or amended except by an agreement in writing signed by each of the parties.

14. Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party without the prior written consent of the other party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided that either party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such party so long as such purchaser expressly assumes, in a written instrument in form reasonably satisfactory to the non-assigning party, the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of the assigning party to be performed or observed.

15. Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

16. Termination. This Agreement may be terminated at any time prior to the Distribution by and in the sole discretion of Cablevision without the approval of AMC or the stockholders of Cablevision. In the event of such termination, no party shall have any liability of any kind to any other party or any other Person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by the Parties.

17. Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and should not be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

18. Title and Headings. Titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

19. Annexes. The Annexes shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

21. Waiver of Jury Trial. The parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

22. Specific Performance. From and after the Distribution, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the parties agree that the party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that, from and after the Distribution, the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

23. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of illegal or unenforceable provisions.

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

CABLEVISION SYSTEMS CORPORATION

Name:
Title:

CSC HOLDINGS, LLC

Name:
Title:

AMC NETWORKS INC.

Name:
Title:

[Signature Page to Contribution Agreement]

Reorganization TransactionsTransaction

1. CSC Holdings, LLC ("CSC") contributes the membership interests in Rainbow Media Holdings LLC to AMC Networks Inc. ("AMC") in exchange for common stock of AMC and a promise to issue debt obligations of AMC ("AMC Debt") to CSC on the Distribution Date.
 2. AMC amends and restates its certificate of incorporation so that its entire capital stock shall be converted into Class A Common Stock and Class B Common Stock.
 3. CSC Holdings, LLC distributes AMC Class A Common Stock and Class B Common Stock to Cablevision Systems Corporation.
 4. CSC Holdings, LLC exchanges the AMC Debt in separate transactions with an affiliate of each of J.P Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, pursuant to separate Payment in Satisfaction Agreements, each dated as of June 21st, 2011 (assuming a Distribution Date of June 30, 2011).
 5. Cablevision Systems Corporation distributes AMC Class A Common Stock and Class B Common Stock to its stockholders.
-

Stock Certificates Legends

“The shares represented by this certificate have not been registered under the Securities Act of 1933 (the “Act”) or any state securities or Blue Sky laws and may not be sold, transferred, pledged or otherwise disposed of without registration under the Act or such state laws or unless such sale, transfer, pledge or other disposition is exempt from registration thereunder.”¹

“The shares represented by this certificate are held subject to the terms of a certain Registration Rights Agreement, dated [•], 2011, by and among AMC Networks Inc. and the Charles F. Dolan Children Trusts, as amended from time to time, a copy of which is on file with the Secretary of AMC Networks Inc., and such shares may not be sold, transferred or otherwise disposed of, directly or indirectly, except in accordance with the terms of such Registration Rights Agreement.”²

“The voting and transfer of the shares represented by his certificate are restricted by, and subject to the terms and conditions of, the Class B Stockholders’ Agreement, dated as of [•], 2011, as it may be further amended, a copy of which is with the Secretary of AMC Networks Inc. and will be furnished without charge to the holder of such shares upon written request.”³

¹ This legend shall be removed from certificates representing Class A Common Stock prior to the distribution of those shares by Cablevision Systems Corporation.

² Prior to the distribution of Class B Common Stock, \$.01 par value, by Cablevision, this legend shall be placed on the certificates registered in the names of the Charles F. Dolan Children Trusts.

³ Prior to the distribution of Class B Common Stock, \$.01 par value, by Cablevision, this legend will be placed on all certificates representing Class B Common Stock.

Form of Termination AgreementTERMINATION AGREEMENT

TERMINATION AGREEMENT, made as of the ____ day of _____, 2011, among CSC Holdings, LLC a Delaware limited liability company ("CSC"), American Movie Classics Company LLC, a New York limited liability company ("AMCC") and WE: Women's Entertainment LLC, a Delaware limited liability company ("WE").

WHEREAS, CSC, AMCC and WE are parties to a Consulting Agreement, dated March 29, 2001 (the "Consulting Agreement");

WHEREAS, CSC and AMC Networks Inc. ("AMC") are party to a Contribution Agreement, dated _____, 2011 (the "Contribution Agreement") pursuant to which certain reorganizational and other transactions are provided for, including transactions whereby AMCC and WE will become subsidiaries of AMC;

WHEREAS, in the Contribution Agreement, CSC has agreed to enter into this Agreement and AMC Networks has agreed to cause AMCC and WE to enter into this Agreement;

WHEREAS, pursuant to a Distribution Agreement, dated _____, 2011 between Cablevision Systems Corporation ("Cablevision"), CSC and AMC (the "Distribution Agreement"), Cablevision will distribute all of the common stock of AMC to the stockholders of Cablevision on the Distribution Date (as defined in the Distribution Agreement);

WHEREAS, the parties hereto desire to terminate the Consulting Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto have agreed and by these presents hereby agree to abide by and be bound by the following Consulting Agreement:

24. Termination. Effective as of 11:59 p.m. on the Distribution Date (as defined in the Distribution Agreement), the Consulting Agreement shall terminate (the "Termination Time").

25. Effect of Termination. From and after the Termination Time, none of the parties to the Consulting Agreement shall have any further obligation thereunder other than the obligation of AMCC and WE to make the payments required by Section 4 of the Consulting Agreement for the period ending at the Termination Time. CSC, AMCC and WE confirm and agree that there are not and there have not been any "Future Brands" as that term is used in Section 2 of the Consulting Agreement.

26. Mutual Releases. Effective as of the Termination Time and subject to the making of the payment provided for in Section 2 of this Agreement, each of the parties to this

Agreement, on behalf of itself and each of its affiliates hereby releases each other party to the Consulting Agreement and its respective affiliates, directors, officers, employees, agents, attorneys and representatives from any liability, claim or obligation under the Consulting Agreement.

27. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed to have been duly given as of five days after the day and time of mailing by certified or registered mail, postage prepaid, to the following addresses, or such other addresses as the parties hereto shall, by like notice, from time to time notify one another:

To AMCC:	American Movie Classics Company LLC 11 Penn Plaza New York, NY 10001 Attention: General Counsel
To WE:	WE: Women's Entertainment, LLC 11 Penn Plaza New York, NY 10001 Attention: General Counsel
To CSC:	CSC Holdings, LLC 1111 Stewart Avenue Bethpage, NY 11714 Attention: General Counsel

28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of CSC, AMCC and WE and their respective successors and assigns, but neither this Agreement nor any rights hereunder may be assigned by without the prior written consent of the other parties.

29. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and shall supersede any prior understandings or written or oral agreements between said parties respecting such subject matter. This Agreement shall not be modified except in a writing signed by each of the parties hereto.

30. Headings. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

31. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

32. Waiver. No delay or omission of any party hereto to exercise rights under this Agreement shall impair any such right or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

33. Applicable Law. This Agreement shall be construed and administered and the validity thereof shall be determined in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws.

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

CSC HOLDINGS, LLC

By: _____
Title:

AMERICAN MOVIE CLASSICS COMPANY LLC

By: _____
Title:

WE: WOMEN'S ENTERTAINMENT LLC

By: _____
Title:

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**OF****AMC NETWORKS INC.****Pursuant to Sections 242 and 245 of
The General Corporation Law of the State of Delaware**

AMC Networks Inc., a Delaware corporation, hereby certifies as follows:

1. The name of the corporation is AMC Networks Inc. The date of filing of its original certificate of incorporation with the Secretary of State was March 9, 2011.

2. This restated certificate of incorporation amends, restates and integrates the provisions of the certificate of incorporation of said corporation and has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware by written consent of the holder of all of the outstanding stock entitled to vote thereon and all of the outstanding stock of each class entitled to vote thereon as a class in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

3. The text of the certificate of incorporation is hereby amended and restated to read herein as set forth in full:

“AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**OF****AMC NETWORKS INC.**

FIRST. The name of this corporation (hereinafter called the “Corporation”) is AMC Networks Inc.

SECOND. The name and address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is The Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle.

THIRD. The nature of the business and of the purposes to be conducted and promoted by the Corporation are to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH. The aggregate number of shares of capital stock which the Corporation shall have authority to issue shall be [] shares, which shall be divided into the following classes:

- (a) [] shares shall be of a class designated Class A common stock, par value \$0.01 per share ("Class A Common Stock");
- (b) [] shares shall be of a class designated Class B common stock, par value \$0.01 per share ("Class B Common Stock" and together with Class A Common Stock, "Common Stock");
- (c) [] shares shall be of a class designated preferred stock, par value \$0.01 per share ("Preferred Stock").

When the filing of this Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware becomes effective in accordance with the General Corporation Law of the State of Delaware (the "Effective Time"), shares of common stock, par value, \$.01 per share, of the Corporation ("Old Common Stock"), in the aggregate outstanding immediately prior to the Effective Time shall automatically be reclassified as and converted into an aggregate of [] shares of Class A Common Stock and [] shares of Class B Common Stock. From and after the Effective Time, certificates that previously represented shares of Old Common Stock shall, until the same are presented for exchange, represent the number of shares of Class A Common Stock and Class B Common Stock into which such shares of Old Common Stock were reclassified and converted pursuant hereto.

The following is a statement of (a) the designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of the Common Stock; and (b) the authority expressly vested in the Board of Directors hereunder with respect to the issuance of series of Preferred Stock:

A. Common Stock.

I. Priority of Preferred Stock.

Each of the Class A Common Stock and Class B Common Stock is subject to all the powers, rights, privileges, preferences and priorities of any series of Preferred Stock as are stated and expressed herein and as shall be stated and expressed in any Certificates of Designations filed with respect to any series of Preferred Stock pursuant to authority expressly granted to and vested in the Board of Directors by the provisions of Paragraph B of this Article FOURTH.

II. Dividends.

Subject to (a) any other provisions of this Certificate of Incorporation including, without limitation, Section A.V of this Article FOURTH, and (b) the provisions of any Certificates of Designations filed with respect to any series of Preferred Stock, holders of Class A Common Stock and Class B Common Stock shall be entitled to receive equally on a per share basis such dividends and other distributions in cash, stock or property of the Corporation as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor; *provided* that, subject to Section A.V of this Article, the

Board of Directors shall declare no dividend, and no dividend shall be paid, with respect to any outstanding share of Class A Common Stock or Class B Common Stock, whether paid in cash or property, unless, simultaneously, the same dividend is paid with respect to each share of Class A Common Stock and Class B Common Stock.

III. Voting.

(a) Except as otherwise required (i) by statute, (ii) pursuant to the provisions of this Certificate of Incorporation, or (iii) pursuant to the provisions of any Certificates of Designations filed with respect to any series of Preferred Stock, the holders of Common Stock shall have the sole right and power to vote on all matters on which a vote of stockholders is to be taken. At every meeting of the stockholders, each holder of Class A Common Stock shall be entitled to cast one (1) vote in person or by proxy for each share of Class A Common Stock standing in his or her name on the transfer books of the Corporation and each holder of Class B Common Stock shall be entitled to cast ten (10) votes in person or by proxy for each share of Class B Common Stock standing in his or her name on the transfer books of the Corporation.

Except in the election of directors of the Corporation (voting in respect of which shall be governed by the terms set forth in subsections (b) and (c) of this Section III) and as otherwise required (i) by statute, (ii) pursuant to the provisions of this Certificate of Incorporation, or (iii) pursuant to the provisions of any Certificates of Designations filed with respect to any series of Preferred Stock, the holders of Common Stock shall vote together as a single class; *provided*, that the affirmative vote or consent of the holders of at least 66 2/3% of the outstanding shares of Class B Common Stock, voting separately as a class, shall be required for (1) the authorization or issuance of any additional shares of Class B Common Stock and (2) any amendment, alteration or repeal of any of the provisions of this Certificate of Incorporation which adversely affects the powers, preferences or rights of Class B Common Stock. Except as provided in the previous sentence, the number of authorized shares of any class of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of the majority of the stock of the Corporation entitled to vote.

(b) With respect to the election of directors:

(i) If on the record date for notice of any meeting of stockholders of the Corporation at which directors are to be elected by the holders of Common Stock (the "Common Stock Directors"), the aggregate number of outstanding shares of Class A Common Stock is at least 10% of the total aggregate number of outstanding shares of Common Stock, holders of Class A Common Stock shall vote together as a separate class and shall be entitled to elect 25% of the total number of Common Stock Directors; *provided*, that if such 25% is not a whole number, then the holders of Class A Common Stock, voting together as a separate class, shall be entitled to elect the nearest higher whole number of directors that is at least 25% of the total number of the Common Stock Directors. Subject to subsection (iii) of this Section III(b), holders of Class B Common

Stock shall vote together as a separate class to elect the remaining Common Stock Directors;

(ii) If on the record date for notice of any meeting of stockholders of the Corporation at which Common Stock Directors are to be elected, the aggregate number of outstanding shares of Class A Common Stock is less than 10% of the total aggregate number of outstanding shares of Common Stock, the holders of Common Stock shall vote together as a single class with respect to the election of the Common Stock Directors and the holders of Class A Common Stock, voting together as a separate class, shall not have the right to elect 25% of the Common Stock Directors, but shall have one (1) vote per share for all Common Stock Directors and the holders of Class B Common Stock shall be entitled to ten (10) votes per share for all Common Stock Directors; and

(iii) If on the record date for notice of any meeting of stockholders of the Corporation at which Common Stock Directors are to be elected, the aggregate number of outstanding shares of Class B Common Stock is less than 12 1/2% of the total aggregate number of outstanding shares of Common Stock, then the holders of Class A Common Stock, voting together as a separate class, shall continue to elect a number of directors equal to 25% of the total number of Common Stock Directors (or the next highest whole number) in accordance with subsection (b)(i) of this Section III and, in addition, shall vote together with the holders of Class B Common Stock, as a single class, to elect the remaining Common Stock Directors, with the holders of Class A Common Stock entitled to one (1) vote per share for all Common Stock Directors and the holders of Class B Common Stock entitled to ten (10) votes per share for all Common Stock Directors.

(c) Any vacancy in the office of a Common Stock Director elected by the holders of Class A Common Stock voting as a separate class during the term for which such Common Stock Director was elected shall be filled by a vote of holders of Class A Common Stock voting as a separate class, and any vacancy in the office of a Common Stock Director elected by the holders of Class B Common Stock voting as a separate class during the term for which such Common Stock Director was elected shall be filled by a vote of holders of Class B Common Stock voting as a separate class or, in the absence of a stockholder vote, in the case of a vacancy in the office of a Common Stock Director elected by either class during the term for which such Common Stock Director was elected, such vacancy may be filled by the remaining directors of such class. Except as provided in the foregoing sentence, any vacancy on the Board of Directors may be filled by a vote of holders of Class A Common Stock or the Common Stock Directors elected thereby if the number of Common Stock Directors elected thereby is then less than 25% of the total number of Common Stock Directors, and otherwise may be filled by a vote of holders of Class B Common Stock or the Common Stock Directors elected thereby; *provided*, that in each case at the time of the filling of such vacancy, the holders of such class of stock were then entitled to elect directors to the Board of Directors by class vote. Any director elected by the Board of Directors to fill a vacancy shall serve until the next annual meeting of stockholders (at which time such person's term shall expire) and until such person's successor has been duly

elected and qualified. If the Board of Directors increases the number of directors in accordance with Article FIFTH of this Certificate of Incorporation, any newly created directorship may be filled by the Board of Directors; *provided* that, so long as the holders of Class A Common Stock have the rights provided in subsections (b) and (c) of this Section III in respect of the last preceding annual meeting of stockholders to elect 25% of the total number of Common Stock Directors, (i) the Board of Directors may be so enlarged by the directors only to the extent that at least 25% of the enlarged board consists of (1) Common Stock Directors elected by the holders of Class A Common Stock, (2) persons appointed to fill vacancies created by the death, resignation or removal of persons elected by the holders of Class A Common Stock or (3) persons appointed by Common Stock Directors elected by holders of Class A Common Stock or persons appointed to fill vacancies created by the death, resignation or removal of persons elected by holders of Class A Common Stock and (ii) each person filling a newly-created directorship is designated either (x) as a Common Stock Director to be elected by holders of Class A Common Stock and is appointed by Common Stock Directors elected by holders of Class A Common Stock or persons appointed to fill vacancies created by the death, resignation or removal of persons elected by holders of Class A Common Stock or (y) as a Common Stock Director to be elected by holders of Class B Common Stock and is appointed by Common Stock Directors elected by holders of Class B Common Stock or persons appointed to fill vacancies created by the death, resignation or removal of persons elected by the holders of Class B Common Stock.

(d) Notwithstanding anything in this Section III to the contrary, the holders of Class A Common Stock shall have exclusive voting power on all matters upon which, pursuant to this Certificate of Incorporation or applicable laws, the holders of Common Stock are entitled to vote, at any time when no shares of Class B Common Stock are issued and outstanding.

(e) Wherever any provision of this Certificate of Incorporation or the By-laws of the Corporation sets forth a specific percentage of the shares outstanding and entitled to vote which is required for approval or ratification of any action upon which the vote of the stockholders is required or may be obtained, such provision shall mean such specified percentage of the votes entitled to be cast by holders of shares then outstanding and entitled to vote on such action.

(f) From and after the date on which Cablevision Systems Corporation ("Cablevision") first distributes to its stockholders shares of Class A Common Stock and Class B Common Stock pursuant to the Distribution Agreement, dated as of June [], 2011, between the Corporation and Cablevision, no action of stockholders of the Corporation required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting of stockholders, without prior notice and without a vote, and the power of the stockholders of the Corporation to consent in writing to the taking of any action without a meeting is specifically denied. Notwithstanding this clause (f), the holders of any series of Preferred Stock of the Corporation shall be entitled to take action by written consent to such extent, if any, as may be provided in the terms of such series.

IV. Conversion Rights.

(a) Subject to the terms and conditions of this Article FOURTH, each share of Class B Common Stock shall be convertible at any time and from time to time, at the option of the holder thereof, at the office of any transfer agent for such Class B Common Stock and at such other place or places, if any, as the Board of Directors may designate, or, if the Board of Directors shall fail so to designate, at the principal office of the Corporation (attention of the Secretary of the Corporation), into one (1) fully paid and non-assessable share of Class A Common Stock. Upon conversion, the Corporation shall make no payment or adjustment on account of dividends accrued or in arrears on Class B Common Stock surrendered for conversion or on account of any dividends on the Class A Common Stock issuable on such conversion; *provided*, that the foregoing shall not affect the right of any holder of Class B Common Stock on the record date for any dividend to receive payment of such dividend. Before any holder of Class B Common Stock shall be entitled to convert the same into Class A Common Stock, he or she shall surrender the certificate or certificates for such Class B Common Stock at the office of said transfer agent (or other place as provided above), which certificate or certificates, if the Corporation shall so request, shall be duly endorsed to the Corporation or in blank or accompanied by proper instruments of transfer to the Corporation or in blank (such endorsements or instruments of transfer to be in form satisfactory to the Corporation), and shall give written notice to the Corporation at said office that he or she elects so to convert said Class B Common Stock in accordance with the terms of this Section IV, and shall state in writing therein the name or names in which he or she wishes the certificate or certificates for Class A Common Stock to be registered. Every such notice of election to convert shall constitute a binding contract between the holder of such Class B Common Stock and the Corporation, whereby the holder of such Class B Common Stock shall be deemed to subscribe for the amount of Class A Common Stock which he or she shall be entitled to receive upon such conversion, and, in satisfaction of such subscription, to deposit the Class B Common Stock to be converted and to release the Corporation from all liability thereunder, and thereby the Corporation shall be deemed to agree that the surrender of the certificate or certificates therefor and the extinguishment of liability thereon shall constitute full payment of such subscription for Class A Common Stock to be issued upon such conversion. The Corporation will as soon as practicable after such deposit of a certificate or certificates for Class B Common Stock, accompanied by the written notice, issue and deliver at the office of said transfer agent (or other place as provided above) to the person for whose account such Class B Common Stock was so surrendered, or to his nominee or nominees, a certificate or certificates for the number of full shares of Class A Common Stock to which he shall be entitled as aforesaid. Subject to the provisions of subsection (c) of this Section IV, such conversion shall be deemed to have been made as of the date of such surrender of the Class B Common Stock to be converted; and the person or persons entitled to receive the Class A Common Stock issuable upon conversion of such Class B Common Stock shall be treated for all purposes as the record holder or holders of such Class A Common Stock on such date. Upon conversion of shares of Class B Common Stock, shares of Class B Common Stock so converted will be canceled and retired by the Corporation, such shares shall not be reissued and the number of shares of Class B Common Stock which the Corporation shall have authority to issue shall be decreased by the number of shares of Class B Common Stock so converted and the Board of Directors shall take such steps as are required to so retire such shares.

(b) The issuance of certificates for shares of Class A Common Stock upon conversion of shares of Class B Common Stock shall be made without charge for any stamp or other similar tax in respect of such issuance. However, if any such certificate is to be issued in a name other than that of the holder of the share or shares of Class B Common Stock converted, the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax which may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid or that no such tax is due.

(c) The Corporation shall not be required to convert Class B Common Stock, and no surrender of Class B Common Stock shall be effective for that purpose, while the stock transfer books of the Corporation are closed for any purpose; but the surrender of Class B Common Stock for conversion during any period while such books are closed shall be deemed effective for conversion immediately upon the reopening of such books, as if the conversion had been made on the date such Class B Common Stock was surrendered.

(d) The Corporation will at all times reserve and keep available, solely for the purpose of issue upon conversion of the outstanding shares of Class B Common Stock, such number of shares of Class A Common Stock as shall be issuable upon the conversion of all such outstanding shares; *provided*, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of the outstanding shares of Class B Common Stock by delivery of shares of Class A Common Stock which are held in the treasury of the Corporation. The Corporation covenants that if any shares of Class A Common Stock, required to be reserved for purposes of conversion hereunder, require registration with or approval of any governmental authority under any federal or state law before such shares of Class A Common Stock may be issued upon conversion, the Corporation will use its best efforts to cause such shares to be duly registered or approved, as the case may be. The Corporation will endeavor to list the shares of Class A Common Stock required to be delivered upon conversion prior to such delivery upon each national securities exchange, if any, upon which the outstanding Class A Common Stock is listed at the time of such delivery. The Corporation covenants that all shares of Class A Common Stock which shall be issued upon conversion of the shares of Class B Common Stock will, upon issue, be fully paid and non-assessable and not entitled to any preemptive rights.

V. Securities Distributions.

(a) The Corporation may declare and pay a dividend or distribution consisting of shares of Class A Common Stock, Class B Common Stock or any other securities of the Corporation or any other person (hereinafter sometimes called a "share distribution") to holders of one or more classes of Common Stock only in accordance with the provisions of this Section V.

(b) If at any time a share distribution is to be made with respect to Class A Common Stock or Class B Common Stock, such share distribution may be declared and paid only as follows:

(i) a share distribution consisting of shares of Class A Common Stock (or Convertible Securities (as defined below) convertible into or exercisable or exchangeable for shares of Class A Common Stock) to holders of Class A Common Stock and Class B Common Stock, on an equal per share basis;

(ii) a share distribution consisting of shares of Class A Common Stock (or Convertible Securities convertible into or exercisable or exchangeable for shares of Class A Common Stock) to holders of Class A Common Stock and, on an equal per share basis, shares of Class B Common Stock (or like Convertible Securities convertible into or exercisable or exchangeable for shares of Class B Common Stock) to holders of Class B Common Stock; and

(iii) a share distribution consisting of any class or series of securities of the Corporation or any other person other than as described in clauses (i) and (ii) of this subsection (a) of this Section V, either (1) on the basis of a distribution of identical securities, on an equal per share basis, to holders of Class A Common Stock and Class B Common Stock or (2) on the basis of a distribution of one class or series of securities to holders of Class A Common Stock and another class or series of securities to holders of Class B Common Stock; *provided*, that the securities so distributed (and, if the distribution consists of Convertible Securities, the securities into which such Convertible Securities are convertible or for which they are exercisable or exchangeable) do not differ in any respect other than differences in their rights (other than voting rights) consistent in all material respects with the differences between the Class A Common Stock and the Class B Common Stock and difference in their relative voting rights, with holders of shares of Class B Common Stock receiving the class or series having the higher relative voting rights (without regard to whether such voting rights differ to a greater or lesser extent than the corresponding differences in the voting rights of the Class A Common Stock and the Class B Common Stock provided in Section A.III of this Article FOURTH); *provided*, that if the securities so distributed constitute capital stock of a subsidiary of the Corporation, such voting rights shall not differ to a greater extent than the corresponding differences in voting rights of the Class A Common Stock and the Class B Common Stock provided in Section A.III of this Article FOURTH, and provided in each case that such distribution is otherwise made on an equal per share basis, as determined by the Board of Directors in its sole discretion.

For purposes of this Certificate of Incorporation, "Convertible Securities" shall mean any securities of the Corporation (other than any class of Common Stock) or any subsidiary thereof that are convertible into, exchangeable for or evidence the right to purchase any shares of any class of Common Stock, whether upon conversion, exercise, exchange, pursuant to anti-dilution provisions of such securities or otherwise.

VI. Liquidation Rights.

In the event of any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation and after payment in full of the amounts to be paid to holders of Preferred Stock as set forth in any Certificates of Designations filed with respect thereto, the remaining assets and funds of the Corporation shall be divided among, and paid ratably to the holders of Class A Common Stock and Class B Common Stock (including those persons who shall become holders of Class A Common Stock by reason of the conversion of their shares of Class B Common Stock) as a single class. For the purposes of this Section VI, a consolidation or merger of the Corporation with one or more other corporations or business entities shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

VII. Reclassifications, Etc.

Neither the Class A Common Stock nor the Class B Common Stock may be subdivided, consolidated, reclassified or otherwise changed unless contemporaneously therewith the other class of Common Stock is subdivided, consolidated, reclassified or otherwise changed in the same proportion and in the same manner.

VIII. Mergers, Consolidations, Etc.

In any merger, consolidation or business combination of the Corporation with or into another corporation, whether or not the Corporation is the surviving corporation, the consideration per share to be received by holders of Class A Common Stock and Class B Common Stock in such merger, consolidation or business combination must be identical to that received by holders of the other class of Common Stock, except that in any such transaction in which shares of capital stock are distributed, such shares may differ as to voting rights to the extent and only to the extent that the voting rights of the Class A Common Stock and Class B Common Stock differ as provided herein.

IX. Rights and Warrants.

In case the Corporation shall issue rights or warrants to purchase shares of capital stock of the Corporation, the terms of the rights and warrants, and the number of rights or warrants per share, to be received by holders of Class A Common Stock and Class B Common Stock must be identical to that received by holders of the other class of Common Stock, except that the shares of capital stock into which such rights or warrants are exercisable may differ as to voting rights to the extent and only to the extent that the voting rights of the Class A Common Stock and Class B Common Stock differ as provided herein.

B. Preferred Stock.

I. Issuance.

Preferred Stock may be issued from time to time in one or more series, the shares of each series to have such powers, designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as are stated and expressed herein or in a Certificate or Certificates of Designations providing for the issuance of such series, adopted by the Board of Directors as hereinafter provided.

II. Powers of the Board of Directors.

Authority is hereby expressly granted to the Board of Directors to authorize the issue of one or more series of Preferred Stock, and with respect to each series to set forth in a Certificate or Certificates of Designations provisions with respect to the issuance of such series, the powers, designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof of the shares of each series of Preferred Stock, including without limitation the following:

- (a) The maximum number of shares to constitute such series and the distinctive designation thereof;
- (b) Whether the shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights;
- (c) The dividend rate, if any, on the shares of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or on any other series of capital stock, and whether such dividends shall be cumulative or non-cumulative;
- (d) Whether the shares of such series shall be subject to redemption by the Corporation, and, if made subject to redemption, the times, prices and other terms and conditions of such redemption;
- (e) The rights of the holders of shares of such series upon the liquidation, dissolution or winding up of the Corporation;
- (f) Whether or not the shares of such series shall be subject to the operation of a retirement or sinking fund, and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or to other corporate purposes and the terms and provisions relative to the operation thereof;

(g) Whether or not the shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes, or of any other series of the same class, and if so convertible or exchangeable, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same;

(h) The limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends or making of other distributions on, and upon the purchase, redemption or other acquisition by the corporation of the Class A Common Stock, the Class B Common Stock or any other class or classes of stock of the corporation ranking junior to the shares of such series either as to dividends or upon liquidation;

(i) The conditions or restrictions, if any, upon the creation of indebtedness of the corporation or upon the issue of any additional stock (including additional shares of such series or of any other series or of any other class) ranking on a parity with or prior to the shares of such series as to dividends or distribution of assets on liquidation, dissolution or winding up; and

(j) Any other preference and relative, participating, optional, or other special rights, and qualifications, limitations or restrictions thereof as shall not be inconsistent with this Article FOURTH.

III. Ranking.

All shares of any one series of Preferred Stock shall be identical with each other in all respects, except that shares of any one series issued at different times may differ as to the dates from which dividends, if any, thereon shall be cumulative; and all series shall rank equally and be identical in all respects, except as permitted by the foregoing provisions of Section B.II of this Article FOURTH; and all shares of Preferred Stock shall rank senior to the Common Stock both as to dividends and upon liquidation.

IV. Liquidation Rights.

Except as shall be otherwise stated and expressed in the Certificate or Certificates of Designations adopted by the Board of Directors with respect to any series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, before any payment or distribution of the assets of the Corporation (whether capital or surplus) shall be made to or set apart for the holders of any class or classes of stock of the Corporation ranking junior to the Preferred Stock upon liquidation, the holders of the shares of the Preferred Stock shall be entitled to receive payment at the rate fixed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such series, plus (if dividends on shares of such series of Preferred Stock shall be cumulative) an amount equal to all dividends (whether or not earned or declared) accumulated to the date of final distribution to such holders; but they shall be entitled to no further payment. Except as aforesaid, if, upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of the shares of the Preferred Stock shall be insufficient to pay in full the preferential

amount aforesaid, then such assets, or the proceeds thereof, shall be distributed among such holders ratably in accordance with the respective amounts which would be payable on such shares if all amounts payable thereon were paid in full. For the purposes of this Section IV, a consolidation or merger of the Corporation with one or more other corporations or business entities shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

V. Voting.

Except as shall be otherwise stated and expressed herein or in the Certificate or Certificates of Designations adopted by the Board of Directors with respect to the issuance of any series of Preferred Stock and except as otherwise required by the laws of the State of Delaware, the holders of shares of Preferred Stock shall have, with respect to such shares, no right or power to vote on any question or in any proceeding or to be represented at, or to receive notice of, any meeting of stockholders.

FIFTH. The management of the business and the conduct of the affairs of the Corporation, including the election of the Chairman, if any, the President, the Treasurer, the Secretary, and other principal officers of the Corporation, shall be vested in its Board of Directors. The number of directors of the Corporation shall be fixed by the By-Laws of the Corporation and may be altered from time to time as provided therein. A director shall be elected to hold office until the expiration of the term for which such person is elected (which shall expire at the next annual meeting of stockholders after such person's election), and until such person's successor shall be duly elected and qualified.

SIXTH. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of the General Corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of the General Corporation Law of the State of Delaware order a meeting of the creditors or class of creditors, and/or the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on this corporation.

SEVENTH. The power to make, alter, or repeal the By-Laws, and to adopt any new By-Law, shall be vested in the Board of Directors and the stockholders entitled to vote in the election of directors.

EIGHTH. The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, or by any successor thereto, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section. Such right to indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise.

No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except that this paragraph shall not eliminate or limit the liability of a director (A) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (C) under Section 174 of the General Corporation Law of the State of Delaware, or (D) for any transaction from which the director derived an improper personal benefit.

NINTH. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such director's or officer's votes are counted for such purpose, if:

A. The material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

B. The material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

C. The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

TENTH.

A. Certain Acknowledgements; Definitions.

It is recognized that (a) certain directors and officers of the Corporation and its subsidiaries (the "Overlap Persons") have served and may serve as directors, officers, employees and agents of Cablevision Systems Corporation and of Madison Square Garden, Inc. ("MSG") and their subsidiaries and successors (each of the foregoing is an "Other Entity"), (b) the Corporation and its subsidiaries, directly or indirectly, may engage in the same, similar or related lines of business as those engaged in by any Other Entity and other business activities that overlap with or compete with those in which such Other Entity may engage, (c) the Corporation or its subsidiaries may have an interest in the same areas of business opportunity as an Other Entity, (d) the Corporation will derive substantial benefits from the service as directors or officers of the Corporation and its subsidiaries of Overlap Persons, and (e) it is in the best interests of the Corporation that the rights of the Corporation, and the duties of any Overlap Persons, be determined and delineated as provided in this Article TENTH in respect of any Potential Business Opportunities (as defined below) and in respect of the agreements and transactions referred to herein. The provisions of this Article TENTH will, to the fullest extent permitted by law, regulate and define the conduct of the business and affairs of the Corporation and its officers and directors who are Overlap Persons in connection with any Potential Business Opportunities and in connection with any agreements and transactions referred to herein. Any person purchasing or otherwise acquiring any shares of capital stock of the Corporation, or any interest therein, will be deemed to have notice of and to have consented to the provisions of this Article TENTH. References in this Article TENTH to "directors," "officers," "employees" and "agents" of any person will be deemed to include those persons who hold similar positions or exercise similar powers and authority with respect to any other entity that is a limited liability company, partnership, joint venture or other non-corporate entity.

B. Duties of Directors and Officers Regarding Potential Business Opportunities; Renunciation of Interest in Potential Business Opportunities.

If a director or officer of the Corporation who is an Overlap Person is presented or offered, or otherwise acquires knowledge of, a potential transaction or matter that may constitute or present a business opportunity for the Corporation or any of its subsidiaries, in which the Corporation or any of its subsidiaries could, but for the provisions of this Article TENTH, have an interest or expectancy (any such transaction or matter, and any such actual or potential business opportunity, a "Potential Business Opportunity"), (i) such Overlap Person will, to the fullest extent permitted by law, have no duty or obligation to refrain from referring such Potential Business Opportunity to any Other Entity and, if such Overlap Person refers such Potential Business Opportunity to an Other Entity, such Overlap Person shall have no duty or obligation to refer such Potential Business Opportunity to the Corporation or to any of its subsidiaries or to give any notice to the Corporation or to any of its subsidiaries regarding such

Potential Business Opportunity (or any matter related thereto), (ii) if such Overlap Person refers a Potential Business Opportunity to an Other Entity, such Overlap Person, to the fullest extent permitted by law, will not be liable to the Corporation as a director, officer, stockholder or otherwise, for any failure to refer such Potential Business Opportunity to the Corporation, or for referring such Potential Business Opportunity to any Other Entity, or for any failure to give any notice to the Corporation regarding such Potential Business Opportunity or any matter relating thereto; (iii) any Other Entity may participate, engage or invest in any such Potential Business Opportunity notwithstanding that such Potential Business Opportunity may have been referred to such Other Entity by an Overlap Person, and (iv) if a director or officer who is an Overlap Person refers a Potential Business Opportunity to an Other Entity, then, as between the Corporation and its subsidiaries, on the one hand, and such Other Entity, on the other hand, the Corporation and its subsidiaries shall be deemed to have renounced any interest, expectancy or right in or to such Potential Business Opportunity or to receive any income or proceeds derived therefrom solely as a result of such Overlap Person having been presented or offered, or otherwise acquiring knowledge of, such Potential Business Opportunity, unless in each case referred to in clause (i), (ii), (iii) or (iv), such Potential Business Opportunity satisfies all of the following conditions (any Potential Business Opportunity that satisfies all of such conditions, a "Restricted Potential Business Opportunity"): (A) such Potential Business Opportunity was expressly presented or offered to the Overlap Person solely in his or her capacity as a director or officer of the Corporation; (B) the Overlap Person believed that the Corporation possessed, or would reasonably be expected to be able to possess, the resources necessary to exploit such Potential Business Opportunity; and (C) substantially all of such opportunity, at the time it is presented to the Overlap Person, is, and is expected to remain, an "Independent Film Network;" *provided*, that the Corporation or any of its subsidiaries is directly engaged in that business at the time the Potential Business Opportunity is presented or offered to the Overlap Person. For purposes hereof, an "Independent Film Network" shall mean a nationally distributed cable television network that (i) has at least fifty million viewing subscribers in the United States, (ii) at least 75% of its (x) programming is comprised of and (y) revenues are derived from, independent films and other programming relating to the world of independent film, and (iii) is not targeted to sports fans or music fans (including, without limitation, such network does not feature a material portion of music or sports-related programming). The Corporation hereby renounces, on behalf of itself and its subsidiaries, to the fullest extent permitted by law, any interest or expectancy in any Potential Business Opportunity that is not a Restricted Potential Business Opportunity. In the event the Corporation's board of directors declines to pursue a Restricted Potential Business Opportunity, Overlap Persons shall be free to refer such Restricted Potential Business Opportunity to an Other Entity.

C. Certain Agreements and Transactions Permitted.

No contract, agreement, arrangement or transaction (or any amendment, modification or termination thereof) entered into between the Corporation and/or any of its subsidiaries, on the one hand, and Cablevision or MSG and/or any of their subsidiaries, on the other hand, before the Corporation ceased to be an indirect, wholly-owned subsidiary of Cablevision shall be void or voidable or be considered unfair to the Corporation or any of its subsidiaries solely because an Other Entity is a party thereto, or because any directors, officers or

employees of an Other Entity were present at or participated in any meeting of the board of directors, or a committee thereof, of the Corporation, or the board of directors, or committee thereof, of any subsidiary of the Corporation, that authorized the contract, agreement, arrangement or transaction (or any amendment, modification or termination thereof), or because his, her or their votes were counted for such purpose. The Corporation may from time to time enter into and perform, and cause or permit any of its subsidiaries to enter into and perform, one or more contracts, agreements, arrangements or transactions (or amendments, modifications or supplements thereto) with an Other Entity. To the fullest extent permitted by law, no such contract, agreement, arrangement or transaction (nor any such amendments, modifications or supplements), nor the performance thereof by the Corporation, or any subsidiary of the Corporation, or by an Other Entity, shall be considered contrary to any fiduciary duty owed to the Corporation (or to any subsidiary of the Corporation, or to any stockholder of the Corporation or any of its subsidiaries) by any director or officer of the Corporation (or by any director or officer of any subsidiary of the Corporation) who is an Overlap Person. To the fullest extent permitted by law, no director or officer of the Corporation or any subsidiary of the Corporation who is an Overlap Person thereof shall have or be under any fiduciary duty to the Corporation (or to any subsidiary of the Corporation, or to any stockholder of the Corporation or any of its subsidiaries) to refrain from acting on behalf of the Corporation or Cablevision or MSG, or any of their respective subsidiaries, in respect of any such contract, agreement, arrangement or transaction or performing any such contract, agreement, arrangement or transaction in accordance with its terms and each such director or officer of the Corporation or any subsidiary of the Corporation who is an Overlap Person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and its subsidiaries, and shall be deemed not to have breached his or her duties of loyalty to the Corporation or any of its subsidiaries or any of their respective stockholders, and not to have derived an improper personal benefit therefrom.

D. Amendment of Article TENTH.

No alteration, amendment or repeal of, or adoption of any provision inconsistent with, any provision of this Article TENTH will have any effect upon (a) any agreement between the Corporation or a subsidiary thereof and any Other Entity, that was entered into before the time of such alteration, amendment or repeal or adoption of any such inconsistent provision (the "Amendment Time"), or any transaction entered into in connection with the performance of any such agreement, whether such transaction is entered into before or after the Amendment Time, (b) any transaction entered into between the Corporation or a subsidiary thereof and any Other Entity, before the Amendment Time, (c) the allocation of any business opportunity between the Corporation or any subsidiary thereof and any Other Entity before the Amendment Time, or (d) any duty or obligation owed by any director or officer of the Corporation or any subsidiary of the Corporation (or the absence of any such duty or obligation) with respect to any Potential Business Opportunity which such director or officer was offered, or of which such director or officer otherwise became aware, before the Amendment Time (regardless of whether any proceeding relating to any of the above is commenced before or after the Amendment Time).

IN WITNESS WHEREOF, AMC NETWORKS INC. has caused this certificate to be signed by _____, its _____, on the ___ day of June, 2011.

AMC NETWORKS INC.

By _____

Name:

Title:

AMENDED BY-LAWS
OF
AMC NETWORKS INC.
(A DELAWARE CORPORATION)
AMENDED JUNE ____, 2011

AMC NETWORKS INC.
BY-LAWS
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**AMENDED BY-LAWS
OF
AMC NETWORKS INC.
(A DELAWARE CORPORATION)**

**ARTICLE I
STOCKHOLDERS**

1. Certificates; Uncertificated Shares. The shares of stock in the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate theretofore issued until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board, to the extent, if any, required by applicable law, every holder of stock in the corporation represented by a certificate shall be entitled to have a certificate signed by, or in the name of, the corporation by the Chairman, the Chief Executive Officer or Vice Chairman, if any, or by the President, if any, or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the corporation certifying the number of shares owned by him in the corporation. If such certificate is countersigned by a transfer agent other than the corporation or its employee or by a registrar other than the corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Whenever the corporation shall be authorized to issue more than one class of stock or more than one series of any class of stock, and whenever the corporation shall issue any shares of its stock as partly paid stock, the certificates representing shares of any such class or series or of any such partly paid stock shall set forth thereon the statements prescribed by the General Corporation Law. Any restrictions on the transfer or registration of transfer of any shares of stock of any class or series shall be noted conspicuously on the certificate representing such shares. Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required by law to be set forth or stated on certificates or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

The corporation may issue a new certificate of stock in place of any certificate theretofore issued by it, alleged to have been lost, stolen, or destroyed, and the Board of Directors may require the owner of any lost, stolen, or destroyed certificate, or such owner's legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate or the issuance of any such new certificate.

2. Fractional Share Interests. The corporation may, but shall not be required to, issue fractions of a share. In lieu thereof it shall either pay in cash the fair value of fractions of a share, as determined by the Board of Directors, to those entitled thereto or issue scrip or fractional warrants in registered form, either represented by a certificate or uncertificated, or bearer form over the manual or facsimile signature of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip or fractional warrants shall not entitle the holder to any rights of a stockholder except as therein provided. Such scrip or fractional warrants may be issued subject to the condition that the same shall become void if not exchanged for certificates representing full shares of stock or uncertificated full shares of stock before a specified date, or subject to the condition that the shares of stock for which such scrip or fractional warrants are exchangeable may be sold by the corporation and the proceeds thereof distributed to the holders of such scrip or fractional warrants, or subject to any other conditions which the Board of Directors may determine.

3. Stock Transfers. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, transfers or registration of transfer of shares of stock of the corporation shall be made only on the stock ledger of the corporation by the registered holder thereof, or by such holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and, in the case of shares represented by certificates, on surrender of the certificate or certificates for such shares of stock properly endorsed and the payment of all taxes due thereon.

4. Record Date for Stockholders. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or for the purpose of determining stockholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the directors may fix, in advance, a date as the record date for any such determination of stockholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. When a determination of stockholders of record entitled to notice of or to vote at any meeting of stockholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

5. Meaning of Certain Terms. As used herein in respect of the right to notice of a meeting of stockholders or a waiver thereof or to participate or vote thereat, the term “share” or “shares” or “share of stock” or “shares of stock” or “stockholder” or “stockholders” refers to an outstanding share or shares of stock and to a holder or holders of record of outstanding shares of stock when the corporation is authorized to issue only one class of shares of stock, and said reference is also intended to include any outstanding share or shares of stock and any holder or holders of record of outstanding shares of stock of any class upon which or upon whom the certificate of incorporation confers such rights where there are two or more classes or series of shares of stock or upon which or upon whom the General Corporation Law confers such rights notwithstanding that the certificate of incorporation may provide for more than one class or series of shares of stock, one or more of which are limited or denied such rights thereunder; *provided, however*, that no such right shall vest in the event of an increase or a decrease in the authorized number of shares of stock of any class or series which is otherwise denied voting rights under the provisions of the certificate of incorporation, including any Preferred Stock which is denied voting rights under the provisions of the resolution or resolutions adopted by the Board of Directors with respect to the issuance thereof.

6. Stockholder Meetings.

Time. The annual meeting shall be held on the date and at the time fixed, from time to time, by the directors. A special meeting shall be held on the date and at the time fixed by the directors.

Place. Annual meetings and special meetings shall be held at such place, within or without the State of Delaware, as the directors may, from time to time, fix. Whenever the directors shall fail to fix such place, the meeting shall be held at the registered office of the corporation in the State of Delaware.

Call. Annual meetings and special meetings may be called by the Board of Directors only.

Notice or Waiver of Notice. Notice of all meetings shall be given, stating the place, date, and hour of the meeting. The notice of an annual meeting shall state that the meeting is called for the election of directors and for the transaction of other business which may properly come before the meeting, and shall (if any other action which could be taken at a special meeting is to be taken at such annual meeting) state such other action or actions as are known at the time of such notice. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called. If any action is proposed to be taken which would, if taken, entitle stockholders to receive payment for their shares of stock, the notice shall include a statement of that purpose and to that effect. Except as otherwise provided by the General Corporation Law, a copy of the notice of any meeting shall be given, personally or by mail or in such other manner as may be permitted by the General Corporation Law, not less than ten days nor more than sixty days before the date of the meeting, unless the lapse of the prescribed period of time shall have been waived, and directed to each stockholder at such stockholder’s record address or at such other address which he may have furnished for such purpose in writing to the Secretary of the corporation. Notice by mail shall be deemed to be given when deposited, with postage thereof prepaid, in the United States mail. If a meeting is adjourned to another time, not

more than thirty days hence, and/or to another place, and if an announcement of the adjourned time and/or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the directors, after adjournment, fix a new record date for the adjourned meeting. Notice need not be given to any stockholder who submits a written waiver of notice before or after the time stated therein. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

Stockholder List. There shall be prepared and made, at least ten days before every meeting of stockholders, a complete list of the stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting either at a place within the city or other municipality or community where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the corporation, or to vote at any meeting of stockholders.

Conduct of Meeting. Meetings of the stockholders shall be presided over by one of the following officers in the order or seniority and if present and acting, the Chairman, if any, the Executive Chairman, if any, the Chief Executive Officer, if any, a Vice Chairman, if any, the President, if any, a Vice President, a chairman for the meeting chosen by the Board of Directors, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the stockholders. The Secretary of the corporation, or in his or her absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the chairman for the meeting shall appoint a secretary of the meeting. The presiding officer shall: call the meeting to order; determine when proxies must be filed with the secretary of the meeting; open the polls, establish the time period for which polls remain open and close the polls; decide who may address the meeting and generally determine the order of business and time for adjournment of the meeting. The presiding officer shall also maintain proper and orderly conduct, and shall take all means reasonably necessary to prevent or cease disruptions, personal attacks or inflammatory remarks at the meeting. In addition to the powers and duties specified herein, the presiding officer shall have the authority to make all other determinations necessary for the order and proper conduct of the meeting.

Proxy Representation. Every stockholder may authorize another person or persons to act for such stockholder by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting or voting or participating at a meeting. Such authorization may take any form permitted by the General Corporation Law. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if,

and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally.

Inspectors and Judges. The directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election or judges of the vote, as the case may be, to act at the meeting or any adjournment thereof. If an inspector or inspectors or judge or judges are not appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors or judges. In case any person who may be appointed as an inspector or judge fails to appear or act, the vacancy may be filled by appointment made by the person presiding thereat. Each inspector or judge, if any, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector or judge at such meeting with strict impartiality and according to the best of his or her ability. The inspectors or judges, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes or ballots, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or ballots, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors or judge or judges, if any, shall make a report in writing of any challenge, question or matter determined by such inspector(s) and execute a certificate of any fact found by such inspector(s).

Quorum. Except as the General Corporation Law or these by-laws may otherwise provide, the holders of a majority of the votes represented by the outstanding shares of stock entitled to vote shall constitute a quorum at a meeting of stockholders for the transaction of any business; *provided, however*, that if the certificate of incorporation or the General Corporation Law provides that voting on a particular action is to be by class, a majority of the votes represented by the outstanding shares of stock of such class shall constitute a quorum at a meeting of stockholders for the authorization of such action. The stockholders present may adjourn the meeting despite the absence of a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholders.

Voting. Except as otherwise provided in these by-laws, the certificate of incorporation or, with respect to Preferred Stock, the resolution or resolutions of the Board of Directors providing for the issuance thereof, and except as otherwise provided by the General Corporation Law, at every meeting of the stockholders, each stockholder entitled to vote at such meeting shall be entitled to the number of votes as specified, and to the extent provided for, in the certificate of incorporation or, with respect to Preferred Stock, the resolution or resolutions of the Board of Directors providing for the issuance thereof, in person or by proxy, for each share of stock entitled to vote held by such stockholder. In the election of directors, a plurality of the votes cast by each class of stock, voting separately as a class, shall elect the directors that such class is authorized to elect as specified, and to the extent provided for, in the certificate of incorporation. Any other action shall be authorized by a majority of the votes cast except where the certificate of incorporation or the General Corporation Law prescribes a different percentage of votes and/or a different exercise of voting power. Voting by ballot shall not be required for corporate action except as otherwise provided by the General Corporation Law.

Advance Notice of Stockholder Proposals. At any annual or special meeting of stockholders, proposals by stockholders and persons nominated for election as directors by stockholders shall be considered only if advance notice thereof has been timely given as provided herein. Notice of any proposal to be presented by any stockholder or of the name of any person to be nominated by any stockholder for election as a director of the corporation at any meeting of stockholders shall be given to the Secretary of the corporation not less than 60 nor more than 90 days prior to the date of the meeting; *provided, however*, that if the date of the meeting is publicly announced or disclosed less than 70 days prior to the date of the meeting, such notice shall be given not more than ten days after such date is first so announced or disclosed. No additional public announcement or disclosure of the date of any annual meeting of stockholders need be made if the corporation shall have previously disclosed, in these by-laws or otherwise, that the annual meeting in each year is to be held on a determinable date, unless and until the Board of Directors determines to hold the meeting on a different date. Any stockholder who gives notice of any such proposal shall deliver therewith the text of the proposal to be presented and a brief written statement of the reasons why such stockholder favors the proposal and setting forth such stockholder's name and address, the number and class of all shares of each class of stock of the corporation beneficially owned by such stockholder and any material interest of such stockholder in the proposal (other than as a stockholder). Any stockholder desiring to nominate any person for election as a director of the corporation shall deliver with such notice a statement in writing setting forth the name of the person to be nominated, the number and class of all shares of each class of stock of the corporation beneficially owned by such person, the information regarding such person required by Item 401 of Regulation S-K adopted by the Securities and Exchange Commission (or the corresponding provisions of any regulation subsequently adopted by the Securities and Exchange Commission applicable to the corporation), such person's signed consent to serve as a director of the corporation if elected, such stockholder's name and address and the number and class of all shares of each class of stock of the corporation beneficially owned by such stockholder. As used herein, shares "beneficially owned" shall mean all shares as to which such person, together with such person's affiliates and associates (as defined in Rule 12b-2 under the Securities Exchange Act of 1934), may be deemed to beneficially own pursuant to Rules 13d-3 and 13d-5 under the Securities and Exchange Act of 1934, as well as all shares as to which such person, together with such person's affiliates and associates, has the right to become the beneficial owner pursuant to any agreement or understanding, or upon the exercise of warrants, options or rights to convert or exchange (whether such rights are exercisable immediately or only after the passage of time or the occurrence of conditions). The person presiding at the meeting shall determine whether such notice has been duly given and shall direct that proposals and nominees not be considered if such notice has not been given.

ARTICLE II

DIRECTORS

1. Functions and Definitions. The business of the corporation shall be managed by or under the direction of the Board of Directors of the corporation. The use of the phrase "whole Board of Directors" herein refers to the total number of directors which the corporation would have if there were no vacancies.

2. Qualifications and Number. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The initial Board of Directors shall consist of 12 persons. Thereafter the number of directors constituting the whole Board of Directors shall be at least three. Subject to the foregoing limitation and except for the first Board of Directors, such number may be fixed from time to time by action of the Board of Directors only, or, if the number is not fixed, the number shall be 12.

3. Election and Term. The first Board of Directors shall be elected by the incorporator and shall hold office until the next election of the class for which such directors have been chosen and until their successors have been elected and qualified or until their earlier resignation or removal. Any director may resign at any time upon written notice to the corporation. Thereafter, directors who are elected at an annual meeting of stockholders, and directors who are elected in the interim to fill vacancies and newly created directorships, shall hold office for the term of the class for which such directors shall have been chosen and until their successors have been elected and qualified or until their earlier resignation or removal. In the interim between annual meetings of stockholders or of special meetings of stockholders called for the election of directors and/or for the removal of one or more directors and for the filling of any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, any vacancy in the Board of Directors may be filled as provided in the certificate of incorporation.

4. Meeting.

Time. Meetings shall be held at such time as the Board of Directors shall fix.

First Meeting. The first meeting of each newly elected Board of Directors may be held immediately after each annual meeting of the stockholders at the same place at which the annual meeting of stockholders is held, and no notice of such meeting shall be necessary, provided a quorum shall be present. In the event such first meeting is not so held immediately after the annual meeting of the stockholders, it may be held at such time and place as shall be specified in the notice given as hereinafter provided for special meetings of the Board of Directors, or at such time and place as shall be fixed by the consent in writing of all of the directors.

Place. Meetings, both regular and special, shall be held at such place within or without the State of Delaware as shall be fixed by the Board of Directors.

Call. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman, if any, a Vice Chairman, if any, the Chief Executive Officer, or the President, if any, or of a majority of the directors in office.

Notice or Actual or Constructive Waiver. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, electronic or any other mode of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the directors thereat. The notice of any meeting need not specify

the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a written waiver of such notice before or after the time stated therein.

Attendance of a director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Quorum and Action. A majority of the whole Board of Directors shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum; *provided, however,* that such majority shall constitute at least one-third (1/3) of the whole Board of Directors. Any director may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, and such participation in a meeting of the Board of Directors shall constitute presence in person at such meeting. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as herein otherwise provided, and except as otherwise provided by the General Corporation Law or the certificate of incorporation, the act of the Board of Directors shall be the act by vote of a majority of the directors present at a meeting, a quorum being present. The quorum and voting provisions herein stated shall not be construed as conflicting with any provisions of the General Corporation Law and these by-laws which govern a meeting of directors held to fill vacancies and newly created directorships in the Board of Directors.

Chairman of the Meeting. The Chairman, if any and if present and acting, shall preside at all meetings; otherwise, any other director chosen by the Board of Directors shall preside.

5. Removal of Directors. Any or all of the directors may be removed for cause or without cause by the stockholders; *provided, however,* that so long as the certificate of incorporation provides that each class of stock, voting separately as a class, shall elect a certain percentage of directors, a director may be removed without cause by stockholders only by the vote of the class of stock, voting separately as a class, that either elected such director or elected the predecessor of such director whose position was filled by such director due to the predecessor director's death, resignation or removal.

6. Action in Writing. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

7. Executive Committee.

Powers. The Board of Directors may appoint an Executive Committee of the Board of Directors of the corporation of such number of members as shall be determined from time to time by the Board of Directors. The term of office of each member of the Executive

Committee shall be co-extensive with the term of such member's office as director. Any member of the Executive Committee who shall cease to be a director of the corporation shall ipso facto cease to be a member of the Executive Committee. A majority of the members of the Executive Committee shall constitute a quorum for the valid transaction of business. The Executive Committee may meet at stated times or on two days' notice by any member of the Executive Committee to all other members, by delivered letter, by mail, by courier service or by email. The provisions of Section 4 of this Article II with respect to waiver of notice of meetings of the Board of Directors and participation at meetings of the Board of Directors by means of a conference telephone or similar communications equipment shall apply to meetings of the Executive Committee. The provisions of Section 6 of this Article II with respect to action taken by a committee of the Board of Directors without a meeting shall apply to action taken by the Executive Committee. The Executive Committee shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, except as limited by the General Corporation Law. The Executive Committee shall have power to make rules and regulations for the conduct of its business. Vacancies in the membership of the Executive Committee shall be filled by the Board of Directors from among the directors at a regular meeting, or at a special meeting held for that purpose.

Chairman and Secretary. The Executive Committee shall elect from its own members a chairman who shall hold office during the term of such person's office as a member of the Executive Committee. When present, the chairman shall preside over all meetings of the Executive Committee. The Executive Committee shall also elect a secretary of the Executive Committee who shall attend all meetings of the Executive Committee and keep the minutes of its acts and proceedings. Such secretary shall be a member of the Board of Directors and may, but need not, be a member of the Executive Committee.

Minutes. The Executive Committee shall keep minutes of its acts and proceedings which shall be submitted at the next meeting of the Board of Directors, and any action taken by the Board of Directors with respect thereto shall be entered in the minutes of the Board of Directors.

Meetings. The Executive Committee may hold meetings, both regular and special, either within or without the State of Delaware, as shall be set forth in the Notice of the Meeting or in a duly executed Waiver of Notice thereof.

8. Other Committees. The Board of Directors may from time to time, by resolution adopted by affirmative vote of a majority of the whole Board of Directors, appoint other committees of the Board of Directors which shall have such powers and duties as the Board of Directors may properly determine. No such other committee of the Board of Directors shall be composed of fewer than two directors. Meetings of such committees of the Board of Directors may be held at any place, within or without the State of Delaware, from time to time designated by the Board of Directors or the committee in question. Such committees may meet at stated times or on two days' notice by any member of such committee to all other members, by delivered letter, by mail, by courier service or by email. The provisions of Section 4 of this Article II with respect to waiver of notice of meetings of the Board of Directors and participation at meetings of the Board of Directors by means of a conference telephone or similar communications equipment shall apply to meetings of such other committees.

ARTICLE III

OFFICERS

1. Officers. The directors may elect or appoint an Executive Chairman, a Chief Executive Officer, a Chief Operating Officer, a Chief Financial Officer, a Chief Accounting Officer, one or more Vice Chairmen, a President, one or more Vice Presidents (one or more of whom may be denominated "Executive Vice President" or "Senior Vice President"), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, one or more Assistant Controllers and such other officers as they may determine. Any number of offices may be held by the same person.

2. Term of Office; Removal. Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of stockholders and until such officer's successor has been elected and qualified. The Board of Directors may remove any officer for cause or without cause.

3. Authority and Duties. All officers, as between themselves and the corporation, shall have such authority and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by these by-laws, or, to the extent not so provided, by the Board of Directors. The Board of Directors may delegate to the Chairman or to the Chief Executive Officer the power and authority to define the authority and duties of any or all of the other officers of the corporation.

4. The Chairman. The Chairman, if any, shall preside at all meetings of the Board of Directors; otherwise, any other director chosen by the Board of Directors shall preside. The Chairman, if any, shall have such additional duties as the Board of Directors may prescribe. As used in these by-laws, the term "Chairman" means the Executive Chairman if any.

ARTICLE IV

VOTING OF STOCK IN OTHER COMPANIES

Unless otherwise ordered by the Board of Directors, the Chairman, the Chief Executive Officer, a Vice Chairman, the President, a Vice President, the Secretary or the Treasurer shall have full power and authority on behalf of the corporation to attend and to act and vote at any meetings of stockholders of any corporation, or to execute written consents as a stockholder of any corporation, in which the corporation may hold stock and at any such meeting, or in connection with any such consent, shall possess and exercise any and all of the rights and powers incident to the ownership of such stock which as the owner thereof the corporation might have possessed and exercised if present or any of the foregoing officers of the corporation may in his or her discretion give a proxy or proxies in the name of the corporation to any other person or persons, who may vote said stock, execute any written consent, and exercise any and all other rights in regard to it here accorded to the officers. The Board of Directors by resolution from time to time may limit or curtail such power. The officers named above shall have the same powers with respect to entities which are not corporations.

ARTICLE V

CORPORATE SEAL AND CORPORATE BOOKS

The corporate seal shall be in such form as the Board of Directors shall prescribe.

The books of the corporation may be kept within or without the State of Delaware, at such place or places as the Board of Directors may, from time to time, determine.

ARTICLE VI

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change, by the Board of Directors.

ARTICLE VII

CONTROL OVER BY-LAWS

The power to amend, alter, and repeal these by-laws and to adopt new by-laws shall be vested in both the Board of Directors and the stockholders entitled to vote in the election of directors.

ARTICLE VIII

INDEMNIFICATION

A. The corporation shall indemnify each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in official capacity as a director, officer, employee or agent or alleged action in any other capacity while serving as a director, officer, employee or agent, to the maximum extent authorized by the General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred by such person in connection with such proceeding. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final

disposition; *provided, however*, that, if the General Corporation Law so requires, the payment of such expenses incurred by a director or officer in advance of the final disposition of a proceeding shall be made only upon receipt by the corporation of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article or otherwise.

B. The right to indemnification and advancement of expenses conferred on any person by this Article shall not limit the corporation from providing any other indemnification permitted by law nor shall it be deemed exclusive of any other right which any such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

C. The corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law.

REGISTRATION RIGHTS AGREEMENT
BY AND AMONG
AMC NETWORKS INC.
AND
THE CHARLES F. DOLAN CHILDREN TRUSTS

REGISTRATION RIGHTS AGREEMENT

Registration Rights Agreement (this "Agreement") dated as of June _____, 2011 (but effective as provided in Section 10(l)), by and among AMC Networks Inc., a Delaware corporation (the "Company"), the Charles F. Dolan Children Trusts, created under an Agreement dated December 22, 2009, between Kathleen M. Dolan, Paul J. Dolan, Matthew J. Dolan and Mary S. Dolan, as Grantors and Trustees (the "Children Trusts"), and the Qualifying Creditors, if any, who have agreed in writing to become bound by this Agreement. Certain capitalized terms used in this Agreement are defined in Annex A hereto.

WITNESSETH:

WHEREAS, as of the date of this Agreement, the Children Trusts own shares of Cablevision NY Group Class B Common Stock, par value \$.01 per share ("Cablevision Class B Common Stock"), and shares of Cablevision NY Group Class A Common Stock, par value \$.01 per share ("Cablevision Class A Common Stock");

WHEREAS, the Children Trusts are party to a Registration Rights Agreement, dated as of January 13, 2010, by and among Cablevision and the Children Trusts, and the Children Trusts have certain registration rights under that agreement with respect to shares of Cablevision Class A Common Stock;

WHEREAS, Cablevision intends to distribute (the "Distribution") to the holders of Cablevision Class A Common Stock all of the outstanding shares of the Company's Class A Common Stock, \$.01 par value (the "Class A Common Stock"), and

to the holders of Cablevision Class B Common Stock all of the outstanding shares of the Company's Class B Common Stock, \$.01 par value (the "Class B Common Stock"); and

WHEREAS, the Company and the Children Trusts wish to provide for benefits and restrictions applicable to the Shares owned by the Children Trust Holders following the Distribution, all as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

1. Conversion of Class B Common Stock into Class A Common Stock.

(a) Transfers Requiring Conversion. Subject to Section 1(b), (i) each Children Trust agrees that if at any time or from time to time it desires to sell, transfer or otherwise dispose of, directly or indirectly (including, without limitation, any transfer or issuance of equity or beneficial interests in an entity that is a Children Trust Holder) (a "Transfer"), any or all of its shares of Class B Common Stock and (ii) each other Children Trust Holder agrees that if at any time or from time to time it desires to Transfer any or all of its CSCO Shares, such Children Trust or Children Trust Holder, as the case may be, shall convert such shares of Class B Common Stock into shares of Class A Common Stock in accordance with the terms of the Amended and Restated Certificate of Incorporation of the Company immediately prior to such Transfer. Subject to Section 1(b), the Company shall be under no obligation to record the Transfer on its books of such shares of Class B Common Stock until they have been converted into Class A Common Stock.

(b) Permissible Transfers Without Conversion. The provisions of subparagraph (a) of this Section 1 are inapplicable to (i) any Transfer of shares of Class B Common Stock (including any Transfer of equity or beneficial interests in an entity that is a Children Trust Holder) to Dolan, his spouse, any person related to Dolan by reason of being his ancestor or descendent (natural or adopted), any Acceptable Marital Trust, any entity (whether a corporation, partnership, limited liability company, trust or other entity of any kind) all of the equity or beneficial interests in which are owned or held by any of the foregoing persons, or any person (whether or not such person is one of the foregoing persons) who is a trustee for, or is acting on behalf of, any of such foregoing persons, and (ii) any bona fide pledge or similar perfected security interest relating to any interest in any of the foregoing persons (an "Indirect Pledge") or to Collateral Stock, in either case for the benefit of any Creditor; provided, however, that the Transfer shall not be permissible and shall be void for all purposes unless (x) in the case of a Transfer referred to in clause (i) of this Section 1(b) the transferee executes a joinder agreement in the form attached hereto as Exhibit A (it being understood that, if such transferee is also a successor to a Children Trust, neither the obligation to execute, nor the execution of, such joinder agreement shall limit the effect of the first sentence of Section 10(d)), and (y) in the case of a Transfer referred to in clause (ii) of this Section 1(b), (A) such shares of Collateral Stock or, in the case of an Indirect Pledge, such interests in such other person, remain registered solely in the name of one or more Children Trust Holders, and (B) any such Creditor agrees with the Company in a writing reasonably acceptable to the Company not to foreclose on, or otherwise make use of or exercise remedies with respect to, or effect any Transfer of, the Collateral Stock or, in the case of an Indirect Pledge,

such interests, without prior conversion of the shares of Collateral Stock or, in the case of an Indirect Pledge, the shares of Class B Common Stock, owned by the person the interests in which are the subject of the Indirect Pledge into shares of Class A Common Stock in accordance with the terms of the Amended and Restated Certificate of Incorporation of the Company, and provided further that the last sentence of paragraph (a) of this Section 1 shall remain applicable to any shares of Class B Common Stock that are the subject of a Transfer, including any pledge or the creation of any security interest, pursuant to this Section 1(b).

(c) Legends. All certificates representing shares of Class B Common Stock that are covered by this Agreement shall have endorsed thereon a legend which shall read substantially as follows:

“The shares represented by this certificate are held subject to the terms of a certain Registration Rights Agreement, dated [month] [day], 2011, by and among AMC Networks Inc. and the Dolan Children Trusts, as amended from time to time, a copy of which is on file with the Secretary of AMC Networks Inc., and such shares may not be sold, transferred or otherwise disposed of, directly or indirectly, except in accordance with the terms of such Registration Rights Agreement.”

2. Demand Registration by the Children Trust Parties of the Shares.

(a) Demand Registration. One or more of the Children Trust Parties may request in writing, with the prior written consent (the “Dolan Consent”) of (i) Dolan, (ii) if Dolan is deceased or disabled, of his widow, if deceased, or spouse, if disabled, or (iii) if both Dolan and his wife are deceased or disabled, the Dolan Family Committee, that the Company file a registration statement on an appropriate form for the general registration of securities under the Securities Act, and include therein such number of the

Shares owned by such Children Trust Party as such person may specify in its written request; provided, however, that (x) the Company shall not be required to file a registration statement pursuant to this Section 2 if (A) the Shares requested to be so registered do not, in the case of a Children Trust Holder, together with any Shares timely requested to be registered by other Children Trust Holders and Other Holders pursuant to the third-to-last sentence of this Section 2(a), have an aggregate Market Price exceeding the Rule 144 Threshold as of the Trading Day immediately preceding the expiration of the applicable Notice Period under such sentence or, in the case of a Qualifying Creditor, do not have an aggregate Market Price exceeding the Rule 144 Threshold as of the Trading Day immediately preceding the date on which the request for registration is received by the Company, or (B) the Company delivers to each Children Trust Party requesting registration under this Section 2 an opinion of counsel to the Company (such opinion and such counsel to be reasonably acceptable to each such Children Trust Party, it being agreed that the Company's regular outside securities counsel shall be deemed to be reasonably acceptable counsel for this purpose) to the effect that the Shares proposed to be registered by such person may be offered and sold by such person to the public in the United States together with the Shares requested to be registered by all other Children Trust Parties and Other Holders (I) without registration pursuant to an effective registration statement under the Securities Act and (II) within the volume limitations under Rule 144(e) promulgated under the Securities Act (or any successor rule or regulation) whether or not such volume limitations are then applicable, (y) subject to the next sentence, after the death of both Dolan and his spouse, the Children Trust Holders shall in the aggregate have the right on only four occasions to require the Company to file

a registration statement pursuant to this Section 2, and (z) subject to the next sentence, a Qualifying Creditor may require registration only following the exercise of its remedies under a security agreement with a Children Trust Holder and for the purpose of Transferring Shares pursuant thereto and each Qualifying Creditor may only require one registration hereunder. The total number of demand registrations under clauses (y) and (z) of the immediately preceding sentence and under the corresponding provisions of the Dolan Registration Rights Agreement shall not exceed four. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that the Dolan Consent may be granted by the person or entity then entitled to grant such consent with respect to a Qualifying Creditor at the time the pledge or similar security arrangement applicable to such Qualifying Creditor is created, and that such consent will thereafter constitute an irrevocable Dolan Consent for any future request by such Qualifying Creditor for a registration under this Section 2, whether or not the person or entity that granted such Dolan Consent is the person or entity otherwise entitled to grant Dolan Consents at the time such request is actually exercised. All requests made pursuant to this paragraph shall specify the aggregate number of Shares to be registered and the intended methods of disposition thereof, which methods may include an underwritten public offering. Upon receipt of a written request for registration from a Children Trust Holder pursuant to the preceding sentences, the Company shall promptly give written notice of the proposed registration to each such other Children Trust Holder and each Other Holder and provide each such other holder with the opportunity to join in such request by written notice to the Company specifying the aggregate number of Shares to be registered by such holder within 20 days from the date of the Company's written notice (such period is referred to

as the "Notice Period"). Subject to Section 2(c) of this Agreement, the Company will use its reasonable best efforts to ensure that each registration statement required to be filed pursuant to this Section 2 shall be filed with the Securities and Exchange Commission (the "Commission") as promptly as reasonably practicable, but not later than 45 days after receipt of such request by the Company, and the Company shall use its reasonable best efforts to cause such registration statement to be declared effective by the Commission as promptly thereafter as practicable; provided, however, that the Company shall not be required to maintain such effectiveness for more than 90 days. Notwithstanding the Company's rights to effect a Suspension of Filing or Suspension of Effectiveness in Section 2(c), the Children Trust Parties that made the registration request under this Section 2(a) shall have the right to withdraw any such request, and such withdrawn request shall not count as a demand registration under clause (y) or (z) of this Section 2(a) or the corresponding provisions under the Dolan Registration Rights Agreement, if (1) the registration statement required to be filed pursuant to this Section 2 is not filed with the Commission by the date that is 45 days after such request is received by the Company and has not at the time of such withdrawal been filed with the Commission, or is not declared effective by the date that is 90 days after the date such registration statement is filed with the Commission and has not at the time of such withdrawal been declared effective, and (2) in either case, such Children Trust Parties notify the Company of the withdrawal of such request no later than 10 days after such 45th or 90th day, as the case may be.

(b) Concurrent Primary Offering. Anything in this Section 2 to the contrary notwithstanding, if the Company at the time of receipt of a request for

registration pursuant to this Section 2 has a bona fide intent and plan to file a registration statement (other than on Form S-4 or S-8 or any successor forms) covering a primary offering by the Company of its Common Equity Securities, the Company, by notice to the applicable Children Trust Parties, may delay the filing (but not the preparation) of the requested registration statement for a period ending on the earlier of (i) 60 days after the closing of such offering or (ii) 120 days after receipt of the request for registration; and, provided, further, if the Company either abandons its plan to file such registration statement or does not file the same within 75 days after receipt of such request, the Company shall promptly thereafter file the requested registration statement. The Company may not, pursuant to the immediately preceding sentence, delay the filing of a requested registration statement more than once during any two-year period.

(c) Suspension of Offering. Upon notice by the Company to any Children Trust Party which has requested registration under this Section 2 that a negotiation or consummation of a transaction by the Company or any of its subsidiaries is pending or an event has occurred, which negotiation, consummation or event would require disclosure in the registration statement for the requested registration and such disclosure would, in the good faith judgment of the board of directors of the Company, be materially adverse to the business interests of the Company, and the nondisclosure of which in the registration statement would reasonably be expected to cause the registration statement to fail to comply with applicable disclosure requirements (a "Materiality Notice"), the Company may delay the filing (but not the preparation) of such registration statement (a "Suspension of Filing"). Upon the delivery of a Materiality Notice by the Company pursuant to the preceding sentence at any time when a registration statement

has been filed but not declared effective, the Company may delay seeking the effectiveness of such registration statement (a "Suspension of Effectiveness"), and each Children Trust Party named therein shall immediately discontinue any offers of Shares under such registration statement until such Children Trust Party receives copies of a supplemented or amended prospectus that corrects such misstatement or omission, or until it is advised in writing by the Company that offers under such registration statement may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference in such registration statement. Upon the delivery of a Materiality Notice by the Company pursuant to the first sentence of this Section 2(c) at any time when a registration statement has been filed and declared effective, each Children Trust Party named therein shall immediately discontinue offers and sales of Shares under such registration statement until such Children Trust Party receives copies of a supplemented or amended prospectus that corrects such misstatement or omission and notice that any post-effective amendment has become effective, or until it is advised in writing by the Company that offers under such registration statement may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference in the registration statement (a "Suspension of Offering;" a Suspension of Filing, a Suspension of Effectiveness and a Suspension of Offering are collectively referred to herein as, "Suspensions"). If so directed by the Company, each Children Trust Party will deliver to the Company all copies (other than permanent file copies then in such Children Trust Party's possession) of any prospectus covering Shares in the possession of such Children Trust Party or its agents current at the time of receipt of any Materiality Notice. In any 12-month period, the aggregate time of all Suspensions shall

not, without the consent of a majority of the Children Trust Holders (by number of Shares held), which consent shall not be unreasonably withheld, exceed 180 days. If interrupted by a Suspension of Offering, any 90-day period in respect of which the Company is required to maintain the effectiveness of a registration statement pursuant to Section 2(a) of this Agreement shall be extended by the number of days during which the Suspension of Offering was in effect. In the event of any Suspension of Offering of more than 30 days in duration prior to which the Children Trust Parties have sold less than 75% of the Shares to be sold in such offering, the Children Trust Parties shall be entitled to withdraw such registration prior to the later of (i) the end of the Suspension of Offering and (ii) three business days after the Company has provided the Dolan Family Parties written notice of the anticipated date on which the Suspension of Offering will end, and, if such registration is withdrawn, the related demand for registration shall not count for the purposes of the limitations set forth under clauses (y) and (z) of Section 2(a) or the comparable provisions under the Dolan Registration Rights Agreement.

(d) Market Price; Trading Day. For purposes of this Section 2:

(i) "Market Price" of a share of Class A Common Stock shall mean the weighted average of the closing prices for the Class A Common Stock on each Trading Day (as defined below) in the 30-day period ending on the day prior to the date of determination as reported in the consolidated transaction reporting system of the NASDAQ Global Market or on the comparable reporting system of such other exchange or trading system that is at the time the principal market for the Class A Common Stock.

(ii) "Trading Day" shall mean any day on which trading takes place on the NASDAQ Global Market or such other exchange or trading system that is at the time the principal market for the Class A Common Stock.

3. Coordination of PiggyBack Registration Rights.

Each of the Children Trust Parties hereby acknowledges and consents to the grant by the Company to the Dolan Family Affiliate Holders (as defined in the Dolan Registration Rights Agreement and hereinafter referred to in this Agreement as the "Other Holders"), in the Dolan Registration Rights Agreement, of the right of the Other Holders to include certain of their respective shares of Class A Common Stock in certain registration statements filed pursuant hereto. Each of the Children Trust Parties further acknowledges and agrees that if any offering hereunder is to be underwritten and if the managing underwriter or underwriters of such offering informs such person in writing that the number of shares of Class A Common Stock which the Children Trust Parties, and the Other Holders, as the case may be, intend to include in such offering is sufficiently large so as to affect the offering price of such offering materially and adversely, then the respective number of shares of Class A Common Stock to be offered for the account of each Children Trust Party and each Other Holder, as the case may be, who is participating in such offering shall be reduced pro rata to the extent necessary to reduce the total number of shares of Class A Common Stock to be included in such offering to the number recommended by such managing underwriter. Except for such piggyback registration rights granted to Other Holders, and to any transferee of the shares of Class A Common Stock owned by an Other Holder which may be registered pursuant to the Dolan Registration Rights Agreement, neither the Company nor any of its security

holders shall have the right to include any of the Company's securities in any registration statement filed pursuant hereto.

4. Piggyback Registration of the Shares.

If the Company proposes to file a registration statement under the Securities Act with respect to an offering (a) by an Other Holder of its holdings of Class A Common Stock pursuant to the Dolan Registration Rights Agreement, (b) by any other holder of any Common Equity Securities or (c) by the Company for its own account of any Common Equity Securities (other than a registration statement on Form S-4 or S-8, or any successor form or a form filed in connection with an exchange offer or an offering of securities solely to the existing stockholders of the Company), the Company shall give written notice of such proposed filing to each of the Children Trust Holders at least 20 days before the anticipated filing date which shall state whether such registration will be in connection with an underwritten offering and offer such Children Trust Holders the opportunity, subject to obtaining Dolan's consent, if he is not then deceased or disabled, to include in such registration statement such number of the Shares as such Children Trust Holder may request not later than three days prior to the anticipated filing date. The Company shall use its reasonable best efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to permit such Children Trust Holders to be included in the registration for such offering and to include such Shares in such offering on the same terms and conditions as the Common Equity Securities included in such offering. If such proposed offering is to be underwritten, then upon request by the managing underwriter or underwriters given to such Children Trust Holders prior to the effective date of the offering, any Children Trust Holder electing to have Shares included

in the registration statement shall either enter into underwriting agreements with customary terms and conditions for a secondary offering with such underwriter or underwriters providing for the inclusion of such number of the Shares owned by such Children Trust Holder in such offering on such terms and conditions or, if such Children Trust Holder shall refuse to enter into any such agreement, the Company shall have the right to exclude from such registration all (but not less than all) of the Shares of such Children Trust Holder. Notwithstanding the foregoing, (x) in no event will any Children Trust Holder be required in such underwriting agreement (or in any other agreement in connection with such offering) to (i) make any representations or warranties to or agreements with the underwriters other than representations, warranties or agreements customarily made by selling securityholders in underwritten secondary offerings, (ii) make any representations or warranties to or agreements with the Company other than representations, warranties or agreements regarding such Children Trust Holder, the ownership of such Children Trust Holder's Common Equity Securities, the authorization, validity and binding effect of transaction documents executed by such Children Trust Holder in connection with such registration and such Children Trust Holder's intended method or methods of distribution and any other representation required by law; provided that no Children Trust Holder shall be required to make any representation or warranty to any person covered by the indemnity in Section 8(b) other than on a several (and not joint) basis, or (iii) furnish any indemnity to any person which is broader than the indemnity customarily furnished by selling security holders in underwritten offerings; provided that no Children Trust Holder shall be required to furnish any indemnity broader than the indemnity furnished by such Children Trust Holder in Section 8(b) to

any person covered by the indemnity in Section 8(b), and (y) if the managing underwriter or underwriters of such offering informs the Children Trust Holders in writing that the number of Shares which the Children Trust Holders and the number of Shares which the Other Holders intend to include in such offering is sufficiently large so as to affect materially and adversely the success of such offering, the Shares to be offered for the account of the Children Trust Holders and the Other Holders shall first be reduced pro rata to the extent necessary to reduce the total number of shares of Class A Common Stock to be included in such offering to the number recommended by such managing underwriter. In giving effect to the foregoing reduction, the respective number of the Shares to be offered for the account of Children Trust Holders shall be reduced pro rata.

5. Holdback Agreements.

(a) Restrictions on Public Sale by Children Trust Parties. To the extent not inconsistent with applicable law, each Children Trust Party agrees not to offer publicly or effect any public sale or distribution of Common Equity Securities, including a sale pursuant to Rule 144 under the Securities Act (or any successor rule or regulation), during the seven days prior to, and during the 90-day period beginning on, the effective date of any registration statement filed by the Company pursuant to which any such shares or securities are being registered (except as part of such registration), if and to the extent requested by the Company in the case of a non-underwritten public offering or if and to the extent requested by the managing underwriter or underwriters in the case of an underwritten public offering.

(b) Restrictions on Public Sale by the Company and Others. The Company agrees (i) that during the seven days prior to, and during the 90-day period

beginning on, the effective date of any registration statement filed at the request of a Children Trust Party pursuant hereto, the Company will not offer publicly or effect any public sale or distribution of Common Equity Securities (other than any such sale or distribution of such securities in connection with any merger or consolidation of the Company or any subsidiary with, or the acquisition by the Company or a subsidiary of the capital stock or substantially all of the assets of, any other person or any offer or sale of such securities pursuant to a registration statement on Form S-8), and (ii) that any agreement entered into after the date of this Agreement pursuant to which the Company issues or agrees to issue any privately placed Common Equity Securities shall contain a provision under which holders of such securities agree not to effect any public sale or distribution of any such securities during the periods described in (i) above, in each case including a sale pursuant to Rule 144 (or any successor rule or regulation) under the Securities Act (except as part of any such registration, if permitted).

6. Registration Procedures.

In connection with any registration of the Shares owned by a Children Trust Party contemplated hereby, the Company will as expeditiously as possible:

(a) Furnish to such Children Trust Party, prior to filing a registration statement, copies of such registration statement as proposed to be filed, and thereafter such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus included in such registration statement (including each preliminary prospectus) and such other documents in such quantities as such Children Trust Party may reasonably request from time to time in order to facilitate the disposition of the Shares.

(b) Use its reasonable best efforts to register or qualify the Shares being registered as contemplated hereby (the "Registered Class A") under such other securities or blue sky laws of such jurisdictions as such Children Trust Party reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such Children Trust Party to consummate the disposition in such jurisdictions of the Registered Class A; provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph (b), (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction.

(c) Use its reasonable best efforts to cause the Registered Class A to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable such Children Trust Party to consummate the disposition of such Registered Class A.

(d) Notify such Children Trust Party at any time, (i) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a registration statement or related prospectus or for additional information, (ii) of the issuance by the Commission of any stop order suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registered Class A for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (iv) when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the

prospectus included in such registration statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, except as otherwise provided in Section 2(c) hereof, the Company will, as expeditiously as practicable, prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registered Class A, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) Use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registered Class A for sale in any jurisdiction at the earliest date reasonably practical.

(f) Cause all such Registered Class A to be listed on the NASDAQ Global Market or on any other securities exchange on which the Class A Common Stock is then listed, provided that the applicable listing requirements are satisfied.

(g) Enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably requested by the relevant Children Trust Party in order to expedite or facilitate the disposition of the Registered Class A.

(h) Make available for inspection by such Children Trust Party, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant or other agent retained by such Children Trust Party or such underwriter (collectively, the "Inspectors"), all financial and other records, pertinent

corporate documents and properties of the Company (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the officers, directors and employees of the Company to supply all information reasonably requested by any such Inspector in connection with such registration statement. Records which the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction. Any Children Trust Party shall use reasonable best efforts, prior to any disclosure by any such Inspector under clause (i) of the preceding sentence, to inform the Company that such disclosure is necessary to avoid or correct a misstatement or omission in the registration statement. Each Children Trust Party further agrees that it will, upon learning that disclosure of Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the expense of the Company, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

(i) In the event such sale is pursuant to an underwritten offering, use its reasonable best efforts to (i) obtain a comfort letter from the independent public accountants for the Company in customary form and covering such matters of the type customarily covered by such letters as any Children Trust Party reasonably requests and (ii) ensure that (A) the representations, warranties and covenants contained in the applicable underwriting agreement shall expressly be for the benefit of any Children Trust Party participating in such sale, (B) the conditions to closing in said underwriting

agreement shall be reasonably satisfactory to such Children Trust Party and (C) to the extent customary, all comfort letters and opinions of counsel contemplated by said underwriting agreements are delivered to such Children Trust Party on the closing date of the offering.

(j) Otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and have the registration statement declared effective as soon as practicable after filing.

The Company may require any Children Trust Party to furnish to the Company such information regarding such Children Trust Party as the Company may from time to time reasonably request in writing, in each case only as required by the Securities Act or the rules and regulations thereunder.

Each Children Trust Party agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6(d) hereof, such Children Trust Party will forthwith discontinue disposition of the Registered Class A pursuant to the registration statement covering such Registered Class A until such Children Trust Party receives the copies of the supplemented or amended prospectus contemplated by Section 6(d) hereof, and, if so directed by the Company, such Children Trust Party will deliver to the Company (at the expense of the Company) all copies, other than permanent file copies then in such Children Trust Party's possession, of the prospectus covering such Registered Class A current at the time of receipt of such notice. If interrupted by receipt of any such notice pursuant to Section 6(d), any 90-day period in respect of which the Company is required to maintain the effectiveness of a registration

statement pursuant to Section 2(a) shall be extended by the number of days during which the interruption was in effect.

7. Registration Expenses.

Other than in the case of (a) a registration at the request of a Qualifying Creditor or (b) a demand registration under Section 2(a)(iii) after the second such registration (each registration referred to in clause (a) or (b), a "Designated Registration"), all expenses incident to the performance of or compliance with this Agreement by the Company, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registered Class A), printing expenses, messenger and delivery expenses, internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the fees and expenses incurred in connection with the listing of the Registered Class A on the NASDAQ Global Market or any other securities exchange on which such Class A Common Stock is then listed, fees and disbursements of counsel for the Company and its independent certified public accountants (including the expenses of any special audit or comfort letters required by or incident to such performance), securities acts liability insurance (if the Company elects to obtain such insurance), the fees and expenses of any special experts retained by the Company in connection with such registration, the fees and expenses of other persons retained by the Company, including transfer agents, trustees, depositories and registrars (all such expenses being herein called "Registration Expenses"), will be borne by the Company. In the case of a Designated Registration, all Registration Expenses other than

internal expenses of the Company and securities acts liability insurance obtained by the Company at its election, shall be borne by the Qualifying Creditor or the Children Trust Holders participating in the offering, as the case may be. The Company will not have any responsibility for any of the expenses of any Children Trust Party incurred in connection with any registration statement hereunder, including, without limitation, underwriting discounts or commissions attributable to the sale of Registered Class A and fees and expenses of counsel for such Children Trust Party.

8. Indemnification; Contribution.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, (i) each Children Trust Party, (ii) the directors, officers, partners, employees, agents, beneficiaries, trustees, members and affiliates of each Children Trust Party, and the directors, officers, partners, employees and agents of each such affiliate, and (iii) each person who controls any of the foregoing (within the meaning of the Securities Act and the Exchange Act), and any investment adviser thereof, against any and all losses, claims, damages, liabilities, expenses (or actions or proceedings in respect thereof) or costs (including, without limitation, costs of investigation and reasonable attorneys' fees and disbursements incurred by any such indemnified person in connection with enforcing its rights hereunder preparing, pursuing or defending any such loss, claim, damage, liability, expense, action or proceeding), including any of the foregoing incurred in settlement of any litigation commenced or threatened (collectively, "Losses"), joint or several, based upon or arising out of (x) any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus, preliminary prospectus, summary

prospectus or amendment or supplement thereto, (y) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, or (z) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company in connection with such registration, and the Company will reimburse each such indemnified party for any such Loss, except in each case insofar as any such Loss arises out of or is based upon an untrue statement or omission made in any such registration statement, prospectus, preliminary prospectus, final prospectus, summary prospectus, amendment or supplement, or a violation of law or regulation in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof, it being understood that the information to be furnished to the Company for use in the preparation of any such document shall be limited only to the information specifically referenced in the penultimate sentence of Section 8(b). Such indemnity shall remain in full force and effect regardless of any investigation made by such indemnified person and shall survive the Transfer of any Shares by any such indemnified person. The indemnity in this Section 8(a) shall not apply to Losses incurred by a person other than in his or her capacity as a selling security holder. In connection with an underwritten offering, the Company will indemnify the underwriters thereof, their officers and directors and each person who controls such underwriters (within the meaning of the Securities Act or the Exchange Act) to the same extent as provided above with respect to the indemnification of each Children Trust Party.

(b) Indemnification by Children Trust Parties. In connection with any registration statement contemplated hereby, each Children Trust Party participating in any offer or sale pursuant to such registration statement will furnish to the Company in writing such information with respect to such Children Trust Party as the Company reasonably requests for use in connection with any such registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto and agrees to indemnify and hold harmless, severally, and not jointly, to the fullest extent permitted by law, the Company, its directors, officers, employees, agents and affiliates and the directors, officers, partners, employees and agents of each such affiliate and each person who controls the Company (within the meaning of the Securities Act or the Exchange Act) against any Losses insofar as such Losses arise out of or are based upon (i) an untrue or alleged untrue statement of a material fact contained in any such registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, to the extent that such untrue statement or omission is contained in or omitted from any information with respect to such Children Trust Party so furnished in writing by such Children Trust Party expressly for use in the preparation of such registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto, as the case may be, or (ii) any violation by such Children Trust Party of any federal, state or common law rule or regulation applicable to such Children Trust Party in connection with such registration. It is understood that the

information to be furnished by a Children Trust Party to the Company for use in the preparation of any such document shall be limited only to information regarding such Children Trust Party, the ownership of such Children Trust Party's Common Equity Securities, such Children Trust Party's intended method or methods of distribution and any other information required by law. The liability of a Children Trust Party under this Section 8(b) shall not exceed the amount of net proceeds received by such Children Trust Party (net of underwriting discounts borne by such Children Trust Party) from the sale of the Shares in the offering that is the subject of an indemnity claim under this Section 8(b).

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder agrees to give prompt written notice to the indemnifying party after the receipt by such person of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which such person will claim indemnification or contribution pursuant to this Agreement, provided that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnified party of its obligations under this Section 8, except to the extent that the indemnifying party is materially prejudiced by such failure to give notice. Unless in the reasonable judgment of such indemnified party, a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claim, the indemnified party shall permit the indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to such indemnified party. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel with respect

to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels. No indemnifying party will be subject to any liability for any settlement made without its consent. No indemnifying party, in the defense of any such claim or litigation shall, except with the consent of the applicable indemnified party, which consent shall not be unreasonably withheld, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

(d) Indemnification Payments. Any indemnification required to be made by an indemnifying party pursuant to this Section 8 shall be made by periodic payments to the indemnified party during the course of the action or proceeding, as and when bills are received by such indemnifying party with respect to indemnifiable Losses incurred by such indemnified party.

(e) Contribution. If the indemnification provided for in this Section 8 from the indemnifying party is unavailable to an indemnified party hereunder in respect of any Losses or is insufficient to hold harmless an indemnified party from all Losses covered thereby, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified parties in connection with the actions which resulted

in such Losses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statements or omissions. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8(c), any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(e) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Notwithstanding anything else contained herein, (i) no party shall be liable for contribution under this Section 8(e) except to the extent and under such circumstances as such party would have been liable to indemnify under this Section 8 if such indemnification were enforceable under applicable law and (ii) no Children Trust Party (or related indemnified party) shall be required to contribute any amount in excess of the amount by which the net proceeds received by such Children Trust Party (net of

underwriting discounts borne by such Children Trust Party) from the sale of Shares in the offering that is the subject of the claim for contribution exceeds the amount of any damages which such Children Trust Party (or related indemnified party) would have been required to pay by reason of the indemnity under this Section 8 if such indemnification was enforceable under applicable law.

If indemnification is available under this Section 8, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Sections 8(a) and (b) without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 8(e).

9. Participation in Underwritten Registrations. A Children Trust Party may not participate in any underwritten registration hereunder or under the Dolan Registration Rights Agreement or otherwise unless such Children Trust Party (a) agrees to sell the Shares on the basis provided in any underwriting arrangements with customary terms and conditions for a secondary offering approved by the persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, provided that none of the foregoing shall in any way limit the obligations of the Company under Section 8.

10. Miscellaneous.

(a) Specific Performance. The Company and each Children Trust Party acknowledge that it will be impossible to measure in money the damage to the Company if such Children Trust Party fails to comply with any of the obligations imposed by Section 1 of this Agreement, that every such obligation therein is material

and that, in the event of any such failure, the Company will not have an adequate remedy at law or in damages. Accordingly, each Children Trust Party consents to the issuance of an injunction or the enforcement of other equitable remedies against it at the suit of the Company without bond or other security, to compel performance by such Children Trust Party of all the terms of Section 1 hereof, and waives any defenses of (i) failure of consideration, (ii) breach of any other provision of this Agreement and (iii) availability of relief in damages.

(b) No Inconsistent Agreements. The Company will not hereafter enter into any agreement with respect to its securities which is inconsistent with the rights granted to the Children Trust Parties in this Agreement.

(c) Amendments. This Agreement may not be amended, modified or altered except by a writing duly signed by the party against which such amendment or modification is sought to be enforced.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, the Children Trust Parties and the respective successors and permitted assigns of the Company and the Children Trust Parties. This Agreement may not be assigned by either the Company or a Children Trust Party without the prior written consent of the other party hereto. The Company shall assign its rights and obligations hereunder to any entity that succeeds to all or substantially all of its assets, by merger or otherwise, including to any holding company that may be formed to be the parent of the Company, if such entity becomes the issuer of the securities then owned by the Children Trust Holders.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(f) Headings. The headings in this Agreement are for reference purposes only and shall not constitute a part hereof.

(g) Construction. **This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without giving any effect to principles of conflicts of laws.**

(h) Notices. Any notice required or desired to be delivered hereunder shall be (i) in writing, (ii) delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or by facsimile or electronic mail, (iii) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or return receipt, or in the case of facsimile or electronic mail, upon dispatch, and (iv) addressed as designated on Schedule 1 hereto (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof), with copies as designated on Schedule 1 hereto.

(i) Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive

statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(k) Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

(l) Effectiveness. This Agreement shall become effective on [month] [day], 2011, or if the Distribution is not consummated on that date, then it shall become effective on the date on which the Distribution is consummated, in each case without any further action of any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

AMC NETWORKS INC.

By: _____

Name:

Title:

KATHLEEN M. DOLAN

As a Trustee of the Charles F. Dolan Children Trusts FBO Kathleen M. Dolan, Deborah A. Dolan-Sweeney, Marianne Dolan Weber, Patrick F. Dolan, Thomas C. Dolan and James L. Dolan

PAUL J. DOLAN

As a Trustee of the Charles F. Dolan Children Trust FBO Kathleen M. Dolan and the Charles F. Dolan Children Trust FBO James L. Dolan

MATTHEW DOLAN

As a Trustee of the Charles F. Dolan Children Trust FBO Marianne Dolan Weber and the Charles F. Dolan Children Trust FBO Thomas C. Dolan

MARY S. DOLAN

As a Trustee of the Charles F. Dolan Children Trust FBO Deborah A. Dolan-Sweeney and the Charles F. Dolan Children Trust FBO Patrick F. Dolan

[Signature Page to Children Trusts Registration Rights Agreement (AMC)]

Definitions:

“Acceptable Marital Trust” means a marital trust the income of which is for the benefit of any spouse of any descendant of Dolan and the principal of which (including all shares of Class B Common Stock held by such trust) is for the sole benefit of any descendant of Dolan.

“Cablevision” means Cablevision Systems Corporation, a Delaware corporation.

“Cablevision Class A Common Stock” has the meaning ascribed thereto in the Recitals.

“Cablevision Class B Common Stock” has the meaning ascribed thereto in the Recitals.

“Children Trust Holders” means the Children Trusts and any transferee of shares of Class B Common Stock pursuant to clause (i) of Section 1(b).

“Children Trust Parties” means all Children Trust Holders and any Qualifying Creditor.

“Children Trusts” has the meaning ascribed thereto in the Recitals.

“Class A Common Stock” has the meaning ascribed thereto in the Recitals.

“Class B Common Stock” has the meaning ascribed thereto in the Recitals.

“Collateral Stock” means shares of Class B Common Stock that are the subject of a bona fide pledge or similar perfected security interest.

“Commission” has the meaning ascribed thereto in Section 2(a) hereof.

“Common Equity Securities” means shares of any class of common stock, or any securities convertible into or exchangeable or exercisable for shares of any class of common stock of the Company.

“Company” has the meaning ascribed thereto in the Recitals.

“Creditor” means any financial institution approved by the Company, such approval not to be unreasonably withheld.

“CSCo Shares” means shares of Class B Common Stock issued in the Distribution in respect of shares of Cablevision Class B Common Stock that were owned at any time by Cablevision Systems Company, CFD Joint Venture or MAC TRUST

GROUP or issued by Cablevision in respect of any such shares as a result of any stock split, stock dividend or other recapitalization, and any shares of Class B Common Stock issued by the Company in respect of such shares issued in the Distribution as a result of any stock split, stock dividend or other recapitalization.

“Designated Registration” shall have the meaning ascribed thereto in Section 7 hereof.

“Distribution” has the meaning ascribed thereto in the Recitals.

“Dolan” means Charles F. Dolan; such term does not include Mr. Dolan’s legal representatives or his estate.

“Dolan Consent” has the meaning ascribed thereto in Section 2(a) hereof.

“Dolan Family Committee” means the Dolan Family Committee established pursuant to the AMC Stockholders Agreement, dated as of [month] [day], 2011, by and among each of the holders of the Class B Common Stock, as the same may be amended, modified or amended and restated from time to time.

“Dolan Registration Rights Agreement” means the Registration Rights Agreement, dated as of the date hereof, between the Company and the Dolan Family Affiliates (as defined therein), as the same may be amended, modified or amended and restated from time to time.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Inspectors” has the meaning ascribed thereto in Section 6(g) hereof.

“Losses” has the meaning ascribed thereto in Section 8(a) hereof.

“Market Price” has the meaning ascribed thereto in Section 2(d) hereof.

“Materiality Notice” has the meaning ascribed thereto in Section 2(c) hereof.

“Other Holders” has the meaning ascribed thereto in Section 3 hereof.

“Public Offering” has the meaning ascribed thereto in the Recitals.

“Qualifying Creditor” means a Creditor who has, at the written request of a Children Trust Holder, signed an instrument in form reasonably acceptable to the Company agreeing to be bound by the provisions of this Agreement. Any affiliate of a Qualifying Creditor who owns Collateral Stock shall be deemed to be the same person as the Qualifying Creditor for purposes of Section 2.

“Records” has the meaning ascribed thereto in Section 6(g) hereof.

“Registered Class A” has the meaning ascribed thereto in Section 6(b).

“Registration Expenses” has the meaning ascribed thereto in Section 7 hereof.

“Rule 144 Threshold” means the product of (a) the maximum number of shares of Class A Common Stock of the Company that could be sold under Rule 144(e)(1) under the Securities Act (or any successor rule or regulation) and (b) the applicable Market Price provided for in this Agreement.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means (i) shares of Class A Common Stock and Class B Common Stock acquired by any Children Trust Holder in the Distribution or pursuant to a Transfer in accordance with Section 1(b), (ii) shares of Class A Common Stock and Class B Common Stock acquired by any Children Trust Holder as a result of any stock split, stock dividend or other recapitalization with respect to any shares of Class A Common Stock and Class B Common Stock acquired by any Children Trust Holder in the Distribution, pursuant to a Transfer in accordance with Section 1(b) or as provided in this clause (ii) and (iii) shares of Class A Common Stock acquired upon conversion of Class B Common Stock acquired in the Distribution, pursuant to a Transfer in accordance with Section 1(b) or as provided in clause (ii).

“Suspension of Effectiveness” has the meaning ascribed thereto in Section 2(c) hereof.

“Suspension of Filing” has the meaning ascribed thereto in Section 2(c) hereof.

“Suspension of Offering” has the meaning ascribed thereto in Section 2(c) hereof.

“Trading Day” has the meaning ascribed thereto in Section 2(d) hereof.

“Transfer” has the meaning ascribed thereto in Section 1(a) hereof.

FORM OF JOINDER

REGISTRATION RIGHTS JOINDER AGREEMENT

Reference is made to the Registration Rights Agreement, dated [month] [day], 2011, by and among AMC Networks Inc. and the Charles F. Dolan Children Trusts (as amended from time to time, the "Registration Rights Agreement").

In consideration of the benefits to which the undersigned is entitled under the Registration Rights Agreement as a Children Trust Holder (as defined in the Registration Rights Agreement), the undersigned hereby agrees to be bound by the provisions of the Registration Rights Agreement as a Children Trust Holder, including Sections 1(a), 1(b) and 1(c) thereof, but, for the avoidance of doubt, only with respect to its CSCo Shares (as defined in the Registration Rights Agreement).

Name: [_____]

REGISTRATION RIGHTS AGREEMENT
BY AND AMONG
AMC NETWORKS INC.
AND
THE DOLAN FAMILY AFFILIATES

REGISTRATION RIGHTS AGREEMENT

Registration Rights Agreement (this "Agreement") dated as of June _____, 2011 (but effective as provided in Section 9(k)), by and among AMC Networks Inc., a Delaware corporation (the "Company"), the parties set forth on Annex A to this Agreement (the "Dolan Family Affiliates") and the Qualifying Creditors, if any, who have agreed in writing to become bound by this Agreement. Certain capitalized terms used in this Agreement are defined in Annex B hereto.

WITNESSETH:

WHEREAS, as of the date of this Agreement, the Dolan Family Affiliates own shares of Cablevision NY Group Class B Common Stock, par value \$.01 per share ("Cablevision Class B Common Stock"), and shares of Cablevision NY Group Class A Common Stock, par value \$.01 per share ("Cablevision Class A Common Stock");

WHEREAS, the Dolan Family Affiliates are party to a Registration Rights Agreement, dated as of January 13, 2010, by and among Cablevision and the Dolan Family Affiliates, and the Dolan Family Affiliates have certain registration rights under that agreement with respect to shares of Cablevision Class A Common Stock;

WHEREAS, Cablevision intends to distribute (the "Distribution") to the holders of Cablevision Class A Common Stock all of the outstanding shares of the Company's Class A Common Stock, \$.01 par value (the "Class A Common Stock"), and to the holders of Cablevision Class B Common Stock all of the outstanding shares of the Company's Class B Common Stock, \$.01 par value (the "Class B Common Stock"); and

WHEREAS, the Company and the Dolan Family Affiliates wish to provide for benefits and restrictions applicable to the Shares owned by the Dolan Family Holders following the Distribution, all as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

1. Demand Registration by the Dolan Family Parties of the Shares.

(a) Demand Registration. One or more of the Dolan Family Parties may request in writing that the Company file a registration statement on an appropriate form for the general registration of securities under the Securities Act, and include therein such number of the Shares owned by such Dolan Family Party as such person may specify in its written request; provided, however, that (i) the Company shall not be required to file a registration statement pursuant to this Section 1 if (x) the Shares requested to be so registered do not, in the case of a Dolan Family Holder, together with any Shares timely requested to be registered by other Dolan Family Holders and Other Holders pursuant to the third-to-last sentence of this Section 1(a), have an aggregate Market Price exceeding the Rule 144 Threshold as of the Trading Day immediately preceding the expiration of the applicable Notice Period under such sentence or, in the case of a Qualifying Creditor, do not have an aggregate Market Price exceeding the Rule 144 Threshold as of the Trading Day immediately preceding the date on which the request for registration is received by the Company, or (y) the Company delivers to each Dolan Family Party requesting registration under this Section 1 an opinion of counsel to the Company (such opinion and such counsel to be reasonably acceptable to each such Dolan Family Party, it being agreed that the Company's regular outside securities counsel

shall be deemed to be reasonably acceptable counsel for this purpose) to the effect that the Shares proposed to be registered by such person may be offered and sold by such person to the public in the United States together with the Shares requested to be registered by all other Dolan Family Parties and Other Holders (I) without registration pursuant to an effective registration statement under the Securities Act and (II) within the volume limitations under Rule 144(e) promulgated under the Securities Act (or any successor rule or regulation) whether or not such volume limitations are then applicable, (ii) subject to the next sentence, after the death of both Dolan and his spouse, the Dolan Family Holders shall in the aggregate have the right on only four occasions to require the Company to file a registration statement pursuant to this Section 1, and (iii) subject to the next sentence, a Qualifying Creditor may require registration only following the exercise of its remedies under a security agreement with a Dolan Family Holder and for the purpose of Transferring Shares pursuant thereto and each Qualifying Creditor may only require one registration hereunder. The total number of demand registrations under clauses (ii) and (iii) of the immediately preceding sentence and under the corresponding provisions of the Dolan Children Trusts Registration Rights Agreement shall not exceed four. All requests made pursuant to this paragraph shall specify the aggregate number of Shares to be registered and the intended methods of disposition thereof, which methods may include an underwritten public offering. Upon receipt of a written request for registration from a Dolan Family Holder pursuant to the preceding sentences, the Company shall promptly give written notice of the proposed registration to each such other Dolan Family Holder and each Other Holder and provide each such other holder with the opportunity to join in such request by written notice to the Company specifying

the aggregate number of Shares to be registered by such holder within 20 days from the date of the Company's written notice (such period is referred to as the "Notice Period"). Subject to Section 1(c) of this Agreement, the Company will use its reasonable best efforts to ensure that each registration statement required to be filed pursuant to this Section 1 shall be filed with the Securities and Exchange Commission (the "Commission") as promptly as reasonably practicable, but no later than 45 days after receipt of such request by the Company, and the Company shall use its reasonable best efforts to cause such registration statement to be declared effective by the Commission as promptly thereafter as practicable; provided, however, that the Company shall not be required to maintain such effectiveness for more than 90 days. Notwithstanding the Company's rights to effect a Suspension of Filing or Suspension of Effectiveness in Section 1(c), the Dolan Family Parties that made the registration request under this Section 1(a) shall have the right to withdraw any such request, and such withdrawn request shall not count as a demand registration under clause (ii) or (iii) of this Section 1(a) or the corresponding provisions under the Dolan Children Trusts Registration Rights Agreement, if (1) the registration statement required to be filed pursuant to this Section 1 is not filed with the Commission by the date that is 45 days after such request is received by the Company and has not at the time of such withdrawal been filed with the Commission, or is not declared effective by the date that is 90 days after the date such registration statement is filed with the Commission and has not at the time of such withdrawal been declared effective, and (2) in either case, such Dolan Family Parties notify the Company of the withdrawal of such request no later than 10 days after such 45th or 90th day, as the case may be.

(b) Concurrent Primary Offering. Anything in this Section 1 to the contrary notwithstanding, if the Company at the time of receipt of a request for registration pursuant to this Section 1 has a bona fide intent and plan to file a registration statement (other than on Form S-4 or S-8 or any successor forms) covering a primary offering by the Company of its Common Equity Securities, the Company, by notice to the applicable Dolan Family Parties, may delay the filing (but not the preparation) of the requested registration statement for a period ending on the earlier of (i) 60 days after the closing of such offering or (ii) 120 days after receipt of the request for registration; and, provided, further, if the Company either abandons its plan to file such registration statement or does not file the same within 75 days after receipt of such request, the Company shall promptly thereafter file the requested registration statement. The Company may not, pursuant to the immediately preceding sentence, delay the filing of a requested registration statement more than once during any two-year period.

(c) Suspension of Offering. Upon notice by the Company to any Dolan Family Party which has requested registration under this Section 1 that a negotiation or consummation of a transaction by the Company or any of its subsidiaries is pending or an event has occurred, which negotiation, consummation or event would require disclosure in the registration statement for the requested registration and such disclosure would, in the good faith judgment of the board of directors of the Company, be materially adverse to the business interests of the Company, and the nondisclosure of which in the registration statement would reasonably be expected to cause the registration statement to fail to comply with applicable disclosure requirements (a "Materiality Notice"), the Company may delay the filing (but not the preparation) of such registration

statement (a "Suspension of Filing"). Upon the delivery of a Materiality Notice by the Company pursuant to the preceding sentence at any time when a registration statement has been filed but not declared effective, the Company may delay seeking the effectiveness of such registration statement (a "Suspension of Effectiveness"), and each Dolan Family Party named therein shall immediately discontinue any offers of Shares under such registration statement until such Dolan Family Party receives copies of a supplemented or amended prospectus that corrects such misstatement or omission, or until it is advised in writing by the Company that offers under such registration statement may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference in such registration statement. Upon the delivery of a Materiality Notice by the Company pursuant to the first sentence of this Section 1(c) at any time when a registration statement has been filed and declared effective, each Dolan Family Party named therein shall immediately discontinue offers and sales of Shares under such registration statement until such Dolan Family Party receives copies of a supplemented or amended prospectus that corrects such misstatement or omission and notice that any post-effective amendment has become effective, or until it is advised in writing by the Company that offers under such registration statement may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference in the registration statement (a "Suspension of Offering;" a Suspension of Filing, a Suspension of Effectiveness and a Suspension of Offering are collectively referred to herein as, "Suspensions"). If so directed by the Company, each Dolan Family Party will deliver to the Company all copies (other than permanent file copies then in such Dolan Family Party's possession) of any prospectus covering Shares in the

possession of such Dolan Family Party or its agents current at the time of receipt of any Materiality Notice. In any 12-month period, the aggregate time of all Suspensions shall not, without the consent of a majority of the Dolan Family Holders (by number of Shares held), which consent shall not be unreasonably withheld, exceed 180 days. If interrupted by a Suspension of Offering, any 90-day period in respect of which the Company is required to maintain the effectiveness of a registration statement pursuant to Section 1(a) of this Agreement shall be extended by the number of days during which the Suspension of Offering was in effect. In the event of any Suspension of Offering of more than 30 days in duration prior to which the Dolan Family Parties have sold less than 75% of the Shares to be sold in such offering, the Dolan Family Parties shall be entitled to withdraw such registration prior to the later of (i) the end of the Suspension of Offering and (ii) three business days after the Company has provided the Dolan Family Parties written notice of the anticipated date on which the Suspension of Offering will end, and, if such registration is withdrawn, the related demand for registration shall not count for the purposes of the limitations set forth under clauses (ii) and (iii) of Section 1(a) or the comparable provisions under the Dolan Trusts Registration Rights Agreement.

(d) Market Price; Trading Day. For purposes of this Section 1:

(i) "Market Price" of a share of Class A Common Stock shall mean the weighted average of the closing prices for the Class A Common Stock on each Trading Day (as defined below) in the 30-day period ending on the day prior to the date of determination as reported in the consolidated transaction reporting system of the NASDAQ Global Market or on the comparable reporting

system of such other exchange or trading system that is at the time the principal market for the Class A Common Stock.

(ii) "Trading Day," shall mean any day on which trading takes place on the NASDAQ Global Market or such other exchange or trading system that is at the time the principal market for the Class A Common Stock.

2. Coordination of PiggyBack Registration Rights.

Each of the Dolan Family Parties hereby acknowledges and consents to the grant by the Company to the Children Trust Holders (as defined in the Dolan Children Trusts Registration Rights Agreement and hereinafter referred to in this Agreement as the "Other Holders"), in the Dolan Children Trusts Registration Rights Agreement, of the right of the Other Holders to include certain of their respective shares of Class A Common Stock in certain registration statements filed pursuant hereto. Each of the Dolan Family Parties further acknowledges and agrees that if any offering hereunder is to be underwritten and if the managing underwriter or underwriters of such offering informs such person in writing that the number of shares of Class A Common Stock which the Dolan Family Parties, and the Other Holders, as the case may be, intend to include in such offering is sufficiently large so as to affect the offering price of such offering materially and adversely, then the respective number of shares of Class A Common Stock to be offered for the account of each Dolan Family Party and each Other Holder, as the case may be, who is participating in such offering shall be reduced pro rata to the extent necessary to reduce the total number of shares of Class A Common Stock to be included in such offering to the number recommended by such managing underwriter. Except for such piggyback registration rights granted to Other Holders, and to any

transferee of the shares of Class A Common Stock owned by an Other Holder which may be registered pursuant to the Dolan Children Trusts Registration Rights Agreement, neither the Company nor any of its security holders shall have the right to include any of the Company's securities in any registration statement filed pursuant hereto.

3. Piggyback Registration of the Shares.

If the Company proposes to file a registration statement under the Securities Act with respect to an offering (a) by an Other Holder of its holdings of Class A Common Stock pursuant to the Dolan Children Trusts Registration Rights Agreement, (b) by any other holder of any Common Equity Securities or (c) by the Company for its own account of any Common Equity Securities (other than a registration statement on Form S-4 or S-8, or any successor form or a form filed in connection with an exchange offer or an offering of securities solely to the existing stockholders of the Company), the Company shall give written notice of such proposed filing to each of the Dolan Family Holders at least 20 days before the anticipated filing date which shall state whether such registration will be in connection with an underwritten offering and offer such Dolan Family Holders the opportunity to include in such registration statement such number of the Shares as such Dolan Family Holder may request not later than three days prior to the anticipated filing date. The Company shall use its reasonable best efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to permit such Dolan Family Holders to be included in the registration for such offering and to include such Shares in such offering on the same terms and conditions as the Common Equity Securities included in such offering. If such proposed offering is to be underwritten, then upon request by the managing underwriter or underwriters given to such Dolan Family

Holders prior to the effective date of the offering, any Dolan Family Holder electing to have Shares included in the registration statement shall either enter into underwriting agreements with customary terms and conditions for a secondary offering with such underwriter or underwriters providing for the inclusion of such number of the Shares owned by such Dolan Family Holder in such offering on such terms and conditions or, if such Dolan Family Holder shall refuse to enter into any such agreement, the Company shall have the right to exclude from such registration all (but not less than all) of the Shares of such Dolan Family Holder. Notwithstanding the foregoing, (x) in no event will any Dolan Family Holder be required in such underwriting agreement (or in any other agreement in connection with such offering) to (i) make any representations or warranties to or agreements with the underwriters other than representations, warranties or agreements customarily made by selling securityholders in underwritten secondary offerings, (ii) make any representations or warranties to or agreements with the Company other than representations, warranties or agreements regarding such Dolan Family Holder, the ownership of such Dolan Family Holder's Common Equity Securities, the authorization, validity and binding effect of transaction documents executed by such Dolan Family Holder in connection with such registration and such Dolan Family Holder's intended method or methods of distribution and any other representation required by law; provided that no Dolan Family Holder shall be required to make any representation or warranty to any person covered by the indemnity in Section 7(b) other than on a several (and not joint) basis, or (iii) furnish any indemnity to any person which is broader than the indemnity customarily furnished by selling security holders in underwritten offerings; provided that no Dolan Family Holder shall be required to furnish

any indemnity broader than the indemnity furnished by such Dolan Family Holder in Section 7(b) to any person covered by the indemnity in Section 7(b), and (y) if the managing underwriter or underwriters of such offering informs the Dolan Family Holders in writing that the number of Shares which the Dolan Family Holders and the number of Shares which the Other Holders intend to include in such offering is sufficiently large so as to affect materially and adversely the success of such offering, the Shares to be offered for the account of the Dolan Family Holders and the Other Holders shall first be reduced pro rata to the extent necessary to reduce the total number of shares of Class A Common Stock to be included in such offering to the number recommended by such managing underwriter. In giving effect to the foregoing reduction, the respective number of the Shares to be offered for the account of Dolan Family Holders shall be reduced pro rata.

4. Holdback Agreements.

(a) Restrictions on Public Sale by Dolan Family Parties. To the extent not inconsistent with applicable law, each Dolan Family Party agrees not to offer publicly or effect any public sale or distribution of Common Equity Securities, including a sale pursuant to Rule 144 under the Securities Act (or any successor rule or regulation), during the seven days prior to, and during the 90-day period beginning on, the effective date of any registration statement filed by the Company pursuant to which any such shares or securities are being registered (except as part of such registration), if and to the extent requested by the Company in the case of a non-underwritten public offering or if and to the extent requested by the managing underwriter or underwriters in the case of an underwritten public offering.

(b) Restrictions on Public Sale by the Company and Others. The Company agrees (i) that during the seven days prior to, and during the 90-day period beginning on, the effective date of any registration statement filed at the request of a Dolan Family Party pursuant hereto, the Company will not offer publicly or effect any public sale or distribution of Common Equity Securities (other than any such sale or distribution of such securities in connection with any merger or consolidation of the Company or any subsidiary with, or the acquisition by the Company or a subsidiary of the capital stock or substantially all of the assets of, any other person or any offer or sale of such securities pursuant to a registration statement on Form S-8), and (ii) that any agreement entered into after the date of this Agreement pursuant to which the Company issues or agrees to issue any privately placed Common Equity Securities shall contain a provision under which holders of such securities agree not to effect any public sale or distribution of any such securities during the periods described in (i) above, in each case including a sale pursuant to Rule 144 (or any successor rule or regulation) under the Securities Act (except as part of any such registration, if permitted).

5. Registration Procedures.

In connection with any registration of the Shares owned by a Dolan Family Party contemplated hereby, the Company will as expeditiously as possible:

(a) Furnish to such Dolan Family Party, prior to filing a registration statement, copies of such registration statement as proposed to be filed, and thereafter such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus included in such registration statement (including each preliminary prospectus) and such other documents

in such quantities as such Dolan Family Party may reasonably request from time to time in order to facilitate the disposition of the Shares.

(b) Use its reasonable best efforts to register or qualify the Shares being registered as contemplated hereby (the "Registered Class A") under such other securities or blue sky laws of such jurisdictions as such Dolan Family Party reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such Dolan Family Party to consummate the disposition in such jurisdictions of the Registered Class A; provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph (b), (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction.

(c) Use its reasonable best efforts to cause the Registered Class A to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable such Dolan Family Party to consummate the disposition of such Registered Class A.

(d) Notify such Dolan Family Party at any time, (i) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a registration statement or related prospectus or for additional information, (ii) of the issuance by the Commission of any stop order suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registered Class A for sale in any jurisdiction, or the initiation or threatening of any proceeding for

such purpose, and (iv) when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, except as otherwise provided in Section 1(c) hereof, the Company will, as expeditiously as practicable, prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registered Class A, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) Use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registered Class A for sale in any jurisdiction at the earliest date reasonably practical.

(f) Cause all such Registered Class A to be listed on the NASDAQ Global Market or on any other securities exchange on which the Class A Common Stock is then listed, provided that the applicable listing requirements are satisfied.

(g) Enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably requested by the relevant Dolan Family Party in order to expedite or facilitate the disposition of the Registered Class A.

(h) Make available for inspection by such Dolan Family Party, any underwriter participating in any disposition pursuant to such registration statement, and

any attorney, accountant or other agent retained by such Dolan Family Party or such underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the officers, directors and employees of the Company to supply all information reasonably requested by any such Inspector in connection with such registration statement. Records which the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction. Any Dolan Family Party shall use reasonable best efforts, prior to any disclosure by any such Inspector under clause (i) of the preceding sentence, to inform the Company that such disclosure is necessary to avoid or correct a misstatement or omission in the registration statement. Each Dolan Family Party further agrees that it will, upon learning that disclosure of Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the expense of the Company, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

(i) In the event such sale is pursuant to an underwritten offering, use its reasonable best efforts to (i) obtain a comfort letter from the independent public accountants for the Company in customary form and covering such matters of the type customarily covered by such letters as any Dolan Family Party reasonably requests and (ii) ensure that (Δ) the representations, warranties and covenants contained in the

applicable underwriting agreement shall expressly be for the benefit of any Dolan Family Party participating in such sale, (B) the conditions to closing in said underwriting agreement shall be reasonably satisfactory to such Dolan Family Party and (C) to the extent customary, all comfort letters and opinions of counsel contemplated by said underwriting agreements are delivered to such Dolan Family Party on the closing date of the offering.

(j) Otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and have the registration statement declared effective as soon as practicable after filing.

The Company may require any Dolan Family Party to furnish to the Company such information regarding such Dolan Family Party as the Company may from time to time reasonably request in writing, in each case only as required by the Securities Act or the rules and regulations thereunder.

Each Dolan Family Party agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5(d) hereof, such Dolan Family Party will forthwith discontinue disposition of the Registered Class A pursuant to the registration statement covering such Registered Class A until such Dolan Family Party receives the copies of the supplemented or amended prospectus contemplated by Section 5(d) hereof, and, if so directed by the Company, such Dolan Family Party will deliver to the Company (at the expense of the Company) all copies, other than permanent file copies then in such Dolan Family Party's possession, of the prospectus covering such Registered Class A current at the time of receipt of such notice. If interrupted by receipt of any such notice pursuant to Section 5(d), any 90-day period in

respect of which the Company is required to maintain the effectiveness of a registration statement pursuant to Section 1(a) shall be extended by the number of days during which the interruption was in effect.

6. Registration Expenses.

Other than in the case of (a) a registration at the request of a Qualifying Creditor or (b) a demand registration under Section 1(a)(ii) after the second such registration (each registration referred to in clause (a) or (b), a "Designated Registration"), all expenses incident to the performance of or compliance with this Agreement by the Company, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registered Class A), printing expenses, messenger and delivery expenses, internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the fees and expenses incurred in connection with the listing of the Registered Class A on the NASDAQ Global Market or any other securities exchange on which such Class A Common Stock is then listed, fees and disbursements of counsel for the Company and its independent certified public accountants (including the expenses of any special audit or comfort letters required by or incident to such performance), securities acts liability insurance (if the Company elects to obtain such insurance), the fees and expenses of any special experts retained by the Company in connection with such registration, the fees and expenses of other persons retained by the Company, including transfer agents, trustees, depositories and registrars (all such expenses being herein called "Registration Expenses"), will be borne by the

Company. In the case of a Designated Registration, all Registration Expenses other than internal expenses of the Company and securities acts liability insurance obtained by the Company at its election, shall be borne by the Qualifying Creditor or the Dolan Family Holders participating in the offering, as the case may be. The Company will not have any responsibility for any of the expenses of any Dolan Family Party incurred in connection with any registration statement hereunder, including, without limitation, underwriting discounts or commissions attributable to the sale of Registered Class A and fees and expenses of counsel for such Dolan Family Party.

7. Indemnification; Contribution.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, (i) each Dolan Family Party, (ii) the directors, officers, partners, employees, agents, beneficiaries, trustees, members and affiliates of each Dolan Family Party, and the directors, officers, partners, employees and agents of each such affiliate, and (iii) each person who controls any of the foregoing (within the meaning of the Securities Act and the Exchange Act), and any investment adviser thereof, against any and all losses, claims, damages, liabilities, expenses (or actions or proceedings in respect thereof) or costs (including, without limitation, costs of investigation and reasonable attorneys' fees and disbursements incurred by any such indemnified person in connection with enforcing its rights hereunder preparing, pursuing or defending any such loss, claim, damage, liability, expense, action or proceeding), including any of the foregoing incurred in settlement of any litigation commenced or threatened (collectively, "Losses"), joint or several, based upon or arising out of (x) any untrue or alleged untrue statement of material fact

contained in any registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto, (y) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, or (z) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company in connection with such registration, and the Company will reimburse each such indemnified party for any such Loss, except in each case insofar as any such Loss arises out of or is based upon an untrue statement or omission made in any such registration statement, prospectus, preliminary prospectus, final prospectus, summary prospectus, amendment or supplement, or a violation of law or regulation in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof, it being understood that the information to be furnished to the Company for use in the preparation of any such document shall be limited only to the information specifically referenced in the penultimate sentence of Section 7(b). Such indemnity shall remain in full force and effect regardless of any investigation made by such indemnified person and shall survive the Transfer of any Shares by any such indemnified person. The indemnity in this Section 7(a) shall not apply to Losses incurred by a person other than in his or her capacity as a selling security holder. In connection with an underwritten offering, the Company will indemnify the underwriters thereof, their officers and directors and each person who controls such underwriters (within the meaning of the Securities Act or the Exchange Act) to the same extent as provided above with respect to the indemnification of each Dolan Family Party.

(b) Indemnification by Dolan Family Parties. In connection with any registration statement contemplated hereby, each Dolan Family Party participating in any offer or sale pursuant to such registration statement will furnish to the Company in writing such information with respect to such Dolan Family Party as the Company reasonably requests for use in connection with any such registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto and agrees to indemnify and hold harmless, severally, and not jointly, to the fullest extent permitted by law, the Company, its directors, officers, employees, agents and affiliates and the directors, officers, partners, employees and agents of each such affiliate and each person who controls the Company (within the meaning of the Securities Act or the Exchange Act) against any Losses insofar as such Losses arise out of or are based upon (i) an untrue or alleged untrue statement of a material fact contained in any such registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, to the extent that such untrue statement or omission is contained in or omitted from any information with respect to such Dolan Family Party so furnished in writing by such Dolan Family Party expressly for use in the preparation of such registration statement, prospectus, preliminary prospectus, summary prospectus or amendment or supplement thereto, as the case may be, or (ii) any violation by such Dolan Family Party of any federal, state or common law rule or regulation applicable to such Dolan Family Party in connection with such registration. It is understood that the

information to be furnished by a Dolan Family Party to the Company for use in the preparation of any such document shall be limited only to information regarding such Dolan Family Party, the ownership of such Dolan Family Party's Common Equity Securities, such Dolan Family Party's intended method or methods of distribution and any other information required by law. The liability of a Dolan Family Party under this Section 7(b) shall not exceed the amount of net proceeds received by such Dolan Family Party (net of underwriting discounts borne by such Dolan Family Party) from the sale of the Shares in the offering that is the subject of an indemnity claim under this Section 7(b).

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder agrees to give prompt written notice to the indemnifying party after the receipt by such person of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which such person will claim indemnification or contribution pursuant to this Agreement, provided that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnified party of its obligations under this Section 7, except to the extent that the indemnifying party is materially prejudiced by such failure to give notice. Unless in the reasonable judgment of such indemnified party, a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claim, the indemnified party shall permit the indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to such indemnified party. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel with respect

to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels. No indemnifying party will be subject to any liability for any settlement made without its consent. No indemnifying party, in the defense of any such claim or litigation shall, except with the consent of the applicable indemnified party, which consent shall not be unreasonably withheld, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

(d) Indemnification Payments. Any indemnification required to be made by an indemnifying party pursuant to this Section 7 shall be made by periodic payments to the indemnified party during the course of the action or proceeding, as and when bills are received by such indemnifying party with respect to indemnifiable Losses incurred by such indemnified party.

(e) Contribution. If the indemnification provided for in this Section 7 from the indemnifying party is unavailable to an indemnified party hereunder in respect of any Losses or is insufficient to hold harmless an indemnified party from all Losses covered thereby, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified parties in connection with the actions which resulted

in such Losses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statements or omissions. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 7(c), any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7(e) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Notwithstanding anything else contained herein, (i) no party shall be liable for contribution under this Section 7(e) except to the extent and under such circumstances as such party would have been liable to indemnify under this Section 7 if such indemnification were enforceable under applicable law and (ii) no Dolan Family Party (or related indemnified party) shall be required to contribute any amount in excess of the amount by which the net proceeds received by such Dolan Family Party (net of

underwriting discounts borne by such Dolan Family Party) from the sale of Shares in the offering that is the subject of the claim for contribution exceeds the amount of any damages which such Dolan Family Party (or related indemnified party) would have been required to pay by reason of the indemnity under this Section 7 if such indemnification was enforceable under applicable law.

If indemnification is available under this Section 7, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Sections 7(a) and (b) without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 7(e).

8. Participation in Underwritten Registrations. A Dolan Family Party may not participate in any underwritten registration hereunder or under the Dolan Children Trusts Registration Rights Agreement or otherwise unless such Dolan Family Party (a) agrees to sell the Shares on the basis provided in any underwriting arrangements with customary terms and conditions for a secondary offering approved by the persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, provided that none of the foregoing shall in any way limit the obligations of the Company under Section 7.

9. Miscellaneous.

(a) No Inconsistent Agreements. The Company will not hereafter enter into any agreement with respect to its securities which is inconsistent with the rights granted to the Dolan Family Parties in this Agreement.

(b) Amendments. This Agreement may not be amended, modified or altered except by a writing duly signed by the party against which such amendment or modification is sought to be enforced.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, the Dolan Family Parties and the respective successors and permitted assigns of the Company and the Dolan Family Parties. This Agreement may not be assigned by either the Company or a Dolan Family Party without the prior written consent of the other party hereto; provided that the Company agrees that all transferees of all or substantially all of the Shares held by Dolan shall be accorded all of the registration rights of Dolan hereunder. The Company shall assign its rights and obligations hereunder to any entity that succeeds to all or substantially all of its assets, by merger or otherwise, including to any holding company that may be formed to be the parent of the Company, if such entity becomes the issuer of the securities then owned by the Dolan Family Holders.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(e) Headings. The headings in this Agreement are for reference purposes only and shall not constitute a part hereof.

(f) Construction. **This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without giving any effect to principles of conflicts of laws.**

(g) Notices. Any notice required or desired to be delivered hereunder shall be (i) in writing, (ii) delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or by facsimile or electronic mail, (iii) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or return receipt, or in the case of facsimile or electronic mail, upon dispatch, and (iv) addressed as designated on Schedule 1 hereto (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof), with copies as designated on Schedule 1 hereto.

(h) Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

(i) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(j) Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof is validly asserted as a

defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

(k) Effectiveness. This Agreement shall become effective on [month] [day], 2011, or if the Distribution is not consummated on that date, then it shall become effective on the date on which the Distribution is consummated, in each case without any further action of any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

AMC NETWORKS INC.

By: _____
Name:
Title:

CHARLES F. DOLAN

Individually and as Trustee of the Charles F. Dolan 2009 Revocable Trust and the Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C

HELEN A. DOLAN

Individually and as Trustee of the Helen A. Dolan 2009 Revocable Trust and the Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C

LAWRENCE J. DOLAN

As Trustee of the Charles F. Dolan 2009 Family Trusts and the Charles F. Dolan 2010 Grandchildren Trusts

DAVID M. DOLAN

As Trustee of the Charles F. Dolan 2009 Family Trusts and the Charles F. Dolan 2010 Grandchildren Trusts

[Signature Page to Family Affiliates Registration Rights Agreement (AMC)]

KATHLEEN M. DOLAN

As Trustee of the Tara Dolan 1989 Trust and the Ryan Dolan 1989 Trust

DOLAN FAMILY FOUNDATION

By: _____
Name:
Title:

DOLAN CHILDREN'S FOUNDATION

By: _____
Name:
Title:

JAMES L. DOLAN

James L. Dolan, individually

[Signature Page to Family Affiliates Registration Rights Agreement (AMC)]

ANNEX A
DOLAN FAMILY AFFILIATES

Charles F. Dolan
Helen A. Dolan
Charles F. Dolan 2009 Revocable Trust
Helen A. Dolan 2009 Revocable Trust
Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C
Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C
Charles F. Dolan 2009 Family Trusts
Charles F. Dolan 2010 Grandchildren Trusts
Tara Dolan 1989 Trust
Ryan Dolan 1989 Trust
Dolan Family Foundation
Dolan Children's Foundation
James L. Dolan

Definitions

“Acceptable Marital Trust” means a marital trust the income of which is for the benefit of any spouse of any descendant of Dolan and the principal of which (including all shares of Class B Common Stock held by such trust) is for the sole benefit of any descendant of Dolan.

“Cablevision” means Cablevision Systems Corporation, a Delaware corporation.

“Cablevision Class A Common Stock” has the meaning ascribed thereto in the Recitals.

“Cablevision Class B Common Stock” has the meaning ascribed thereto in the Recitals.

“Class A Common Stock” has the meaning ascribed thereto in the Recitals.

“Class B Common Stock” has the meaning ascribed thereto in the Recitals.

“Collateral Stock” means shares of Class B Common Stock that are the subject of a bona fide pledge or similar perfected security interest.

“Commission” has the meaning ascribed thereto in Section 1(a) hereof.

“Common Equity Securities” means shares of any class of common stock, or any securities convertible into or exchangeable or exercisable for shares of any class of common stock of the Company.

“Company” has the meaning ascribed thereto in the Recitals.

“Creditor” means any financial institution approved by the Company, such approval not to be unreasonably withheld.

“Designated Registration” shall have the meaning ascribed thereto in Section 6 hereof.

“Distribution” has the meaning ascribed thereto in the Recitals.

“Dolan” means Charles F. Dolan; such term does not include Mr. Dolan’s legal representatives or his estate.

“Dolan Children Trusts Registration Rights Agreement” means the Registration Rights Agreement, dated as of the date hereof, between the Company and

the Charles F. Dolan Children Trusts, as the same may be amended, modified or amended and restated from time to time.

“Dolan Family Affiliates” has the meaning ascribed thereto in the Preamble hereof.

“Dolan Family Holders” means the Dolan Family Affiliates and any other Dolan Family Member who or that is a transferee of shares of Class B Common Stock from a Dolan Family Affiliate or other Dolan Family Member.

“Dolan Family Member” means Dolan, his spouse, any person related to Dolan by reason of being his ancestor or descendant (natural or adopted), any Acceptable Marital Trust, any entity (whether a corporation, partnership, limited liability company, trust or other entity of any kind) all of the equity or beneficial interests in which are owned or held by any of the foregoing persons, or any person (whether or not such person is one of the foregoing persons) who is a trustee for, or is acting on behalf of, any of such foregoing persons.

“Dolan Family Parties” means all Dolan Family Holders and any Qualifying Creditor.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Inspectors” has the meaning ascribed thereto in Section 5(g) hereof.

“Losses” has the meaning ascribed thereto in Section 7(a) hereof.

“Market Price” has the meaning ascribed thereto in Section 1(d) hereof.

“Materiality Notice” has the meaning ascribed thereto in Section 1(c) hereof.

“Other Holders” has the meaning ascribed thereto in Section 2 hereof.

“Public Offering” has the meaning ascribed thereto in the Recitals.

“Qualifying Creditor” means a Creditor who has, at the written request of a Dolan Family Holder, signed an instrument in form reasonably acceptable to the Company agreeing to be bound by the provisions of this Agreement. Any affiliate of a Qualifying Creditor who owns Collateral Stock shall be deemed to be the same person as the Qualifying Creditor for purposes of Section 1.

“Records” has the meaning ascribed thereto in Section 5(g) hereof.

“Registered Class A” has the meaning ascribed thereto in Section 5(b).

“Registration Expenses” has the meaning ascribed thereto in Section 6 hereof.

“Rule 144 Threshold” means the product of (a) the maximum number of shares of Class A Common Stock of the Company that could be sold under Rule 144(e)(1) under the Securities Act (or any successor rule or regulation) and (b) the applicable Market Price provided for in this Agreement.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means (i) shares of Class A Common Stock and Class B Common Stock acquired by any Dolan Family Holder in the Distribution, (ii) any shares of Class A Common Stock or Class B Common Stock acquired by any Dolan Family Holder as a result of any stock split, stock dividend or other recapitalization with respect to any shares of Class A Common Stock and Class B Common Stock acquired by any Dolan Family Holder in the Distribution or acquired as provided in this clause (ii) and (iii) shares of Class A Common Stock acquired upon conversion of Class B Common Stock acquired in the Distribution or acquired as provided in clause (ii).

“Suspension of Effectiveness” has the meaning ascribed thereto in Section 2(c) hereof.

“Suspension of Filing” has the meaning ascribed thereto in Section 1(c) hereof.

“Suspension of Offering” has the meaning ascribed thereto in Section 1(c) hereof.

“Trading Day” has the meaning ascribed thereto in Section 1(d) hereof.

“Transfer” means a sale, transfer or other disposition.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that (i) the advice in this opinion is limited to the U.S. federal income tax issues that are discussed below; (ii) additional issues may exist that could affect the U.S. federal income tax treatment of the transactions that are the subject of this opinion and this opinion does not consider or provide a conclusion with respect to any such additional issues and (iii) with respect to any significant U.S. federal income tax issues that are outside the limited scope of this opinion, this opinion was not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

June [•], [2011]

Cablevision Systems Corporation,

1111 Stewart Avenue,

Bethpage, NY 11714.

Ladies and Gentlemen:

We have acted as U.S. tax counsel to Cablevision Systems Corporation, a Delaware corporation ("**Cablevision**"), in connection with the Proposed Transaction as described in the ruling request filed with the Internal Revenue Service by Cablevision, dated November 24, 2010 (the "**Ruling Request**")⁽¹⁾. Capitalized terms used but not defined herein and in the Annex attached hereto shall have the meanings ascribed to them in the Ruling Request.

⁽¹⁾ For the avoidance of doubt, "Ruling Request" shall include any amendments or supplements to the original ruling request, including any appendices and exhibits attached thereto or included therewith and including so much of the pre-submission materials submitted by Cablevision to the IRS, as relate to the Proposed Transaction, and including, for the avoidance of doubt, the communication with the IRS set forth in Annex 2.

Cablevision Systems Corporation

In rendering our opinion, we have examined and relied upon the accuracy and completeness of the facts set forth in the Ruling Request and such other documents as we have deemed necessary or appropriate. In addition, we have relied upon the officer's certificate to us from Cablevision and the representation letter to us from Charles F. Dolan. In connection with this opinion, we have assumed that the Proposed Transaction will be consummated in the manner described in the Ruling Request, and have made the assumptions described in the Annex attached hereto. Further, we have relied upon the ruling from the Internal Revenue Service to Cablevision with respect to the Proposed Transaction, as to matters covered by such ruling.

In rendering our opinion, we have considered the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations promulgated thereunder, pertinent judicial authorities, interpretive rulings of the Internal Revenue Service, and such other authorities as we have deemed appropriate under the circumstances. All such authorities are subject to change, and any of such changes could apply retroactively.

Based upon the foregoing, we are of the opinion that under current law,

(1) The Contribution and Distribution, taken together, will qualify as a reorganization under Section 368(a)(1)(D) of the Code;

(2) Neither Cablevision nor Controlled will recognize gain or loss upon the Contribution;

(3) Cablevision will not recognize gain or loss upon the Distribution under Section 361(c) of the Code except in respect of any (i) deductions attributable to any Distributing Debt redeemed in the Debt Exchange at a premium, (ii) income attributable to any Distributing Debt redeemed in the Debt Exchange at a discount, and (iii) interest expense accrued in respect of any Distributing Debt; and

Cablevision Systems Corporation

(4) Shareholders of Cablevision will not recognize gain or loss upon the Distribution under Section 355(a) of the Code, and no amount will be included in such shareholders' income, except in respect of cash received in lieu of fractional shares of Controlled.

Our opinion is expressly conditioned upon the assumptions and statements of reliance set forth above. We express no other opinion as to the tax consequences (including any applicable state, local or foreign tax consequences) of the transactions referred to herein or in the Ruling Request.

[Remainder of this page intentionally left blank.]

Cablevision Systems Corporation

Very truly yours,

TRANSITION SERVICES AGREEMENT
BY AND BETWEEN
CABLEVISION SYSTEMS CORPORATION
AND
AMC NETWORKS INC.

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Transition Services Agreement, dated as of June [•], 2011 (this "Agreement"), between Cablevision Systems Corporation, a Delaware corporation ("Cablevision"), and AMC Networks Inc., a Delaware corporation ("AMC" and, together with Cablevision, the "Parties").

W I T N E S S E T H:

WHEREAS, Cablevision and AMC have entered into a Distribution Agreement, dated as of June [•], 2011 (the "Distribution Agreement"), which sets forth the terms pursuant to which Cablevision and its subsidiary CSC Holdings, Inc. ("CSC Holdings"), will transfer certain assets to AMC and Cablevision will distribute the common stock of AMC to shareholders of Cablevision (the "Distribution");

WHEREAS, in connection with the Distribution, and in order to ensure an orderly transition under the Distribution Agreement, it will be necessary for each of the Parties to provide to the other the Services described herein for a transitional period;

WHEREAS, in connection with the distribution of the common stock of The Madison Square Garden Company ("MSG") to shareholders of Cablevision on February 9, 2010, Cablevision and MSG entered into a Transition Services Agreement, dated January 12, 2010 ("MSG Transition Services Agreement"), whereby Cablevision and MSG agreed to provide the services described therein for a transitional period;

WHEREAS, in connection with the MSG Transition Services Agreements, AMC currently provides certain transition services contemplated therein to MSG on behalf of Cablevision, and, in connection with the Distribution and in order to enable Cablevision to continue to fulfill its obligations to MSG under the MSG Transition Services Agreement, it will be necessary for AMC to continue to provide such services to MSG; and

NOW, THEREFORE, the Parties hereto, in consideration of the premises and the mutual covenants contained herein, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. General. As used in this Agreement, the following terms have the respective meanings set forth below:

"AMC Services" shall mean, collectively, the AMC Services To Cablevision and the AMC Services To MSG.

"AMC Services To Cablevision" shall mean those transitional services, set forth on Schedule B hereto, including any Additional Services, to be provided by AMC to Cablevision to assist Cablevision in operating Cablevision's business following the Distribution. Services or actions of Overlap Individuals shall not be considered to be AMC Services To Cablevision under this Agreement unless expressly agreed in writing by both Parties to this Agreement.

“AMC Services To MSG” shall mean those transitional services, set forth on Schedule C hereto, to be provided by AMC to MSG following the Distribution to enable Cablevision to continue to fulfill its obligations to MSG under the MSG Transition Services Agreement. Services or actions of Overlap Individuals shall not be considered to be AMC Services To MSG under this Agreement unless expressly agreed in writing by both Parties to this Agreement.

“Ancillary Agreement” shall have the meaning assigned to that term in the Distribution Agreement.

“Applicable Rate” shall mean the rate of interest per annum announced from time to time by Citibank, N.A., as its prime lending rate plus three percent (3%) per annum.

“Bankruptcy Event” with respect to a Party shall mean the filing of an involuntary petition in bankruptcy or similar proceeding against such Party seeking its reorganization, liquidation or the appointment of a receiver, trustee or liquidator for it or for all or substantially all of its assets, whereupon such petition shall not be dismissed within sixty (60) days after the filing thereof, or if such Party shall (i) apply for or consent in writing to the appointment of a receiver, trustee or liquidator of all or substantially all of its assets, (ii) file a voluntary petition or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or an answer seeking reorganization or an arrangement with its creditors or take advantage of any insolvency law with respect to itself as debtor, or (v) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, insolvency proceedings or any similar proceedings.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York City, New York are authorized or obligated by law or executive order to close.

“Cablevision Services” shall mean those transitional services, set forth on Schedule A hereto, including any Additional Services, to be provided by Cablevision to AMC to assist AMC in operating AMC’s business following the Distribution. Services or actions of Overlap Individuals shall not be considered to be Cablevision Services under this Agreement unless expressly agreed in writing by both Parties to this Agreement.

“Loss” shall mean any damage, claim, loss, charge, action, suit, proceeding, deficiency, tax, interest, penalty and reasonable costs and expenses related thereto (including reasonable attorneys’ fees).

“Person” shall mean any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

“Overlap Individuals” shall mean Persons who are officers or directors of Cablevision, AMC and/or MSG, as applicable.

“Services” shall mean, collectively, the Cablevision Services and the AMC Services.

“Third Party” shall mean any Person who is not a Party to this Agreement, other than MSG.

Section 1.2. Reference; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise requires, references in this Agreement to Articles, Sections and Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

ARTICLE II SERVICES

Section 2.1. Services. (a) Cablevision shall provide to AMC each Cablevision Service for the term set forth opposite the description of such Cablevision Service in Schedule A. Additional Services may be provided to AMC by Cablevision as provided in Section 2.3. At its option and with the consent of AMC (which consent shall not unreasonably be withheld), Cablevision may cause any Cablevision Service it is required to provide hereunder to be provided by any other Person or entity that is providing, or may from time to time provide, the same or similar services for Cablevision.

(b) AMC shall provide to Cablevision each AMC Service To Cablevision for the term set forth opposite the description of such AMC Service To Cablevision in Schedule B. Additional Services may be provided by AMC to Cablevision as provided in Section 2.3. At its option and with the consent of Cablevision (which consent shall not unreasonably be withheld), AMC may cause any AMC Service To Cablevision it is required to provide hereunder to be provided by any other Person or entity that is providing, or may from time to time provide, the same or similar services for AMC.

(c) AMC shall provide to MSG each AMC Service To MSG for the term set forth opposite the description of such AMC Service To MSG in Schedule C. At its option and with the consent of Cablevision (which consent shall not unreasonably be withheld), AMC may cause any AMC Service To MSG it is required to provide hereunder to be provided by any other

Person or entity that is providing, or may from time to time provide, the same or similar services for AMC.

Section 2.2. Standard of Service. Cablevision and AMC shall maintain sufficient resources to perform their respective obligations hereunder. In performing the Services, Cablevision and AMC shall provide substantially the same level of service and use substantially the same degree of care as their respective personnel provided and used in providing such Services prior to completion of the Distribution for itself (but in no event less than a reasonable degree of care), subject in each case to any provisions set forth on Schedule A, Schedule B or Schedule C with respect to each such Service. Each Party shall provide reasonable assistance to the other Party (or to MSG) in migrating the applicable Services to the recipient of such Services.

Section 2.3. Additional Services. From time to time after the date hereof, the Parties may identify additional services that one Party will provide to the other Party in accordance with the terms of this Agreement (the "Additional Services"). The Parties shall cooperate and act in good faith to agree on the terms pursuant to which any such Additional Service shall be provided and to amend Schedule A or Schedule B, as applicable, in accordance with such terms. Notwithstanding the foregoing, neither Party shall have any obligation to agree to provide Additional Services.

Section 2.4. Representative. The Parties shall each appoint a representative (each, a "Representative") to facilitate communications and performance under this Agreement. Each Party may treat an act of a Representative of the other Party as being authorized by such other Party without inquiring behind such act or ascertaining whether such Representative had authority to so act. Each Party shall have the right at any time and from time to time to replace its Representative by giving notice in writing to the other Party. The initial representative of each Party is as set forth on Schedule D.

ARTICLE III LICENSES AND PERMITS

Section 3.1. Licenses and Permits. Each Party warrants and covenants that all duties and obligations (including with respect to Cablevision, all Cablevision Services and with respect to AMC, all AMC Services) to be performed hereunder shall be performed in compliance with all material applicable federal, state and local laws, rules and regulations. Each Party shall obtain and maintain all material permits, approvals and licenses necessary or appropriate to perform its duties and obligations (including with respect to Cablevision, the Cablevision Services and with respect to AMC, the AMC Services) hereunder and shall at all times comply with the terms and conditions of such permits, approvals and licenses.

**ARTICLE IV
PAYMENT**

Section 4.1. General. (a) In consideration for the provision of each of the Cablevision Services, AMC shall pay to Cablevision the fee calculated as set forth for such Cablevision Service on Schedule A.

(b) In consideration for the provision of each of the AMC Services To Cablevision, Cablevision shall pay to AMC the fee calculated as set forth for such AMC Service on Schedule B.

(c) In consideration for the provision of each of the AMC Services To MSG, Cablevision shall pay to AMC the fee calculated as set forth for such AMC Service on Schedule C.

Section 4.2. Additional Expenses. (a) In addition to the fees payable in accordance with Section 4.1(a), AMC shall reimburse Cablevision for all reasonable and necessary out-of-pocket costs and expenses (including without limitation postage and other delivery costs, telephone, telecopy and similar expenses) incurred by Cablevision with respect to Third Parties in connection with the provision of Cablevision Services to AMC pursuant to the terms of this Agreement or paid by Cablevision on behalf of AMC; provided that if Cablevision expects to incur in respect of a Third Party in any month costs and expenses in excess of \$25,000 and not already contemplated by Schedule A, Cablevision shall use best reasonable efforts to provide to AMC prior to the first day of such month a written notice setting forth Cablevision's reasonable estimate of the expenses it expects to incur.

(b) In addition to the fees payable for expenses in accordance with Section 4.1(b), Cablevision shall reimburse AMC for all reasonable and necessary out-of-pocket costs and expenses (including without limitation postage and other delivery costs, telephone, telecopy and similar expenses) incurred by AMC with respect to Third Parties in connection with the provision of AMC Services to Cablevision pursuant to the terms of this Agreement or paid by AMC on behalf of Cablevision; provided that if AMC expects to incur in respect of a Third Party in any month costs and expenses in excess of \$25,000 and not already contemplated by Schedule B, AMC shall use best reasonable efforts to provide to Cablevision prior to the first day of such a month written notice setting forth AMC's reasonable estimate of the expenses it expects to incur.

(c) In addition to the fees payable for expenses in accordance with Section 4.1(c), Cablevision shall reimburse AMC for all reasonable and necessary out-of-pocket costs and expenses (including without limitation postage and other delivery costs, telephone, telecopy and similar expenses) incurred by AMC with respect to Third Parties in connection with the provision of AMC Services to MSG pursuant to the terms of this Agreement or paid by AMC on behalf of MSG; provided that if AMC expects to incur in respect of a Third Party in any month costs and expenses in excess of \$25,000 and not already contemplated by Schedule C,

AMC shall use best reasonable efforts to: (i) provide to Cablevision prior to the first day of such a month written notice setting forth AMC's reasonable estimate of the expenses it expects to incur, and (ii) provide to MSG a copy of the notice required under clause (i).

Section 4.3. Invoices. (a) Cablevision will invoice AMC in U.S. dollars: (i) as of the last day of each calendar month for any fees payable by AMC in accordance with Section 4.1(a) for Cablevision Services listed on Schedule A provided pursuant to the terms of this Agreement during such month; (ii) as of the last day of each calendar month for any amounts payable by AMC in accordance with Section 4.2(a) (and enclosing invoices from the relevant Third Parties); and (iii) as of the last day of each calendar month for any taxes (excluding income taxes) accrued with respect to the provision of Cablevision Services to AMC during such month. Cablevision shall deliver or cause to be delivered to AMC each such invoice within thirty (30) days following the last day of the calendar month to which such invoice relates. AMC shall pay each such invoice received by electronic funds transfer as follows: in the case of clauses (i) and (ii), within twenty (20) Business Days of the date on which such invoice was received, and in the case of clause (iii), not later than one (1) Business Day prior to the due date for such tax payments; provided that Cablevision delivers such invoice not less than three (3) Business Days prior to the due date for such tax payments.

(b) AMC will invoice Cablevision in U.S. dollars: (i) as of the last day of each calendar month for any fees payable by Cablevision in accordance with Section 4.1(b) for AMC Services To Cablevision listed on Schedule B provided pursuant to the terms of this Agreement during such month; (ii) as of the last day of each calendar month for any amounts payable by Cablevision in accordance with Section 4.2(b) (and enclosing invoices from such Third Parties); and (iii) as of the last day of each calendar month for any taxes (excluding income taxes) accrued with respect to the provision of AMC Services to Cablevision during such month. AMC shall deliver or cause to be delivered to Cablevision each such invoice within thirty (30) days following the last day of the calendar month to which such invoice relates. Cablevision shall pay each such invoice received by electronic funds transfer: in the case of clauses (i) and (ii), within twenty (20) Business Days of the date on which such invoice was received, and in the case of clause (iii), not later than one (1) Business Day prior to the due date for such tax payments' provided that AMC delivers such invoice not less than three (3) Business Days prior to the due date for such tax payments.

(c) AMC will invoice Cablevision in U.S. dollars: (i) as of the last day of each calendar month for any fees payable by Cablevision in accordance with Section 4.1(c) for AMC Services to MSG listed on Schedule C provided pursuant to the terms of this Agreement during such month; (ii) as of the last day of each calendar month for any amounts payable by Cablevision in accordance with Section 4.2(c) (and enclosing invoices from such Third Parties); and (iii) as of the last day of each calendar month for any taxes (excluding income taxes) accrued with respect to the provision of AMC Services to MSG during such month. AMC shall deliver or cause to be delivered: (x) to Cablevision each such invoice within thirty (30) days following

the last day of the calendar month to which such invoice relates, and (y) to MSG a copy of such invoice and relevant enclosed invoices from Third Parties, if any. Cablevision shall pay each invoice received from AMC under this Section 4.3(c) by electronic funds transfer within fifteen (15) Business Days of receiving such payment from MSG. In the event that Cablevision receives any verbal or written inquiry or notice of dispute from MSG with respect to any invoice delivered to MSG by AMC under this Section 4.3(c), Cablevision shall promptly notify AMC thereof. AMC shall cooperate with Cablevision and provide any information necessary to address any such inquiry or resolve any such dispute.

Section 4.4. Failure to Pay. Any undisputed amount not paid when due shall be subject to a late payment fee computed daily at a rate equal to the Applicable Rate from the due date of such amount to the date such amount is paid. Each Party agrees to pay the other Party's reasonable attorneys' fees and other costs incurred in collection of any amounts owed to such other Party hereunder and not paid when due. Notwithstanding anything to the contrary contained herein, in the event either Party fails to make a payment of any undisputed amount when due hereunder, and such failure continues for a period of thirty (30) days following delivery of notice to such non-paying Party of such failure, the other Party shall have the right to cease provision of such Services to such non-paying Party until such overdue payment (and any applicable late payment fee accrued with respect thereto) is paid in full. Such right of the Party providing services shall not in any manner limit or prejudice any of such Party's other rights or remedies in the event of the non-paying Party's failure to make payments when due hereunder, including without limitation any rights or remedies pursuant to Sections 6, 8 and 10. Cablevision agrees to use its best reasonable efforts to enforce its rights under the MSG Transition Services Agreement in the event MSG fails to pay Cablevision for AMC Services To MSG rendered by AMC on Cablevision's behalf. Upon written request from AMC, Cablevision shall use best reasonable efforts to enforce any rights it may have under the MSG Transition Services Agreement with respect to such failure to pay by MSG.

Section 4.5. Termination of Services. In the event of a termination of Services pursuant to Section 8, with respect to the calendar month in which such Services cease to be provided, the recipient of such Services shall be obligated to pay a fee for such Services calculated as set forth on Schedules A, B or C, as applicable for the portion of the month prior to the termination. Where possible, the Parties agree to work together cooperatively to seek to have terminations occur as of month ends, but this agreement shall not limit a Party's right to effect a termination in accordance with this agreement other than as of a month end.

ARTICLE V INSURANCE MATTERS

Section 5.1. Disclaimer. AMC does hereby, for itself and each of its subsidiaries, agree that Cablevision and its subsidiaries and their respective directors, officers and employees shall not have any liability whatsoever as a result of the insurance policies and practices of Cablevision and its affiliates as in effect at any time prior to the Distribution, including as a result of the level or scope of any such insurance, the creditworthiness of any insurance carrier, the selection, identity or performance of any third party administrator, the terms and conditions of any policy, the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim or otherwise.

Section 5.2. Insurance Transition. Cablevision agrees to use its best reasonable efforts to cause the interest and rights of AMC and each of its subsidiaries as of the date of the Distribution as insureds, additional named insureds or beneficiaries or in any other capacity under occurrence-based insurance policies and programs (and under claims-made policies and programs to the extent a claim has been submitted prior to the Distribution or later if so permitted by the terms of the applicable insurance policy and assuming that such policy is then in effect) of Cablevision in respect of periods prior to the date of the Distribution to survive the Distribution for the period for which such interests and rights would have survived without regard to the transactions contemplated hereby to the extent permitted by such policies. In accordance with this Agreement, Cablevision shall transition the administration of such insurance policies and programs to AMC and AMC shall pay the costs and fees of Cablevision during such transition as provided in Article IV and Schedule A. Any proceeds received by Cablevision or any of its subsidiaries or affiliates after the date of the Distribution under such policies and programs in respect of AMC shall be for the benefit of AMC.

Section 5.3. Claims Made Policies. Cablevision agrees that if it obtains or maintains any insurance coverage after the date of the Distribution for matters occurring prior to that time (e.g., a claims made directors and officers insurance policy) it will also obtain or maintain such coverage for AMC and its subsidiaries, subject to AMC's payment of the fees and costs in connection therewith as provided in this Agreement.

Section 5.4. Audits and Adjustments. AMC agrees that it will reimburse Cablevision under this Agreement for any additional premiums or other amounts owing to any third party, including but not limited to workers compensation, commercial general liability or automotive liability deductibles or self insured retentions, as a result of any audit, claim reimbursement requests under incurrence based or claims made policies or similar procedure by a third party, to the extent that such additional premiums or amounts owing relate to AMC or any of its subsidiaries during the period AMC or such subsidiaries were covered by the relevant insurance policy.

Section 5.5. No Assignment or Waiver. This Agreement is not intended as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of Cablevision in respect of any insurance policy or any other contract or policy of insurance.

Section 5.6. No Limitation on AMC Insurance. Nothing in this Agreement shall be deemed to restrict AMC from acquiring at its own expense any other insurance policy in respect of any liabilities or covering any period.

Section 5.7. Scope. The provisions of this Article V shall not apply to insurance practices or policies relating to health and welfare plans or any other employee benefit arrangement.

**ARTICLE VI
INDEMNIFICATION**

Section 6.1. Indemnification by Party Receiving Services. (a) AMC agrees to indemnify, defend and hold Cablevision harmless from and against any Loss to which Cablevision may become subject arising out of, by reason of or otherwise in connection with the provision hereunder by Cablevision of Cablevision Services, other than Losses resulting from Cablevision's gross negligence, willful misconduct or breach of its obligations pursuant to this Agreement. Notwithstanding any provision in this Agreement to the contrary, AMC shall not be liable under this Section 6.1 for any consequential, special or punitive damages (including but not limited to lost profits), except to the extent that such consequential, special or punitive damages relate to a Loss resulting from a Third-Party Claim (as defined below).

(b) Cablevision agrees to indemnify, defend and hold AMC harmless from and against any Loss to which AMC may become subject arising out of, by reason of or otherwise in connection with the provision hereunder by AMC of AMC Services, other than Losses resulting from AMC's gross negligence, willful misconduct or breach of its obligations pursuant to this Agreement. Notwithstanding any provision in this Agreement to the contrary, Cablevision shall not be liable under this Section 6.1 for any consequential, special or punitive damages (including but not limited to lost profits), except to the extent that such consequential, special or punitive damages relate to a Loss resulting from a Third-Party Claim (as defined below).

Section 6.2. Indemnification by Party Providing Services. (a) Cablevision agrees to indemnify, defend and hold AMC harmless from and against any Loss to which AMC may become subject arising out of, by reason of or otherwise in connection with, the provision hereunder by Cablevision of Cablevision Services to AMC where such Losses resulted from Cablevision's gross negligence, willful misconduct or breach of its obligations pursuant to this Agreement.

(b) AMC agrees to indemnify, defend and hold Cablevision harmless from and against any Loss to which Cablevision may become subject arising out of, by reason of or otherwise in connection with the provision hereunder by AMC of AMC Services to Cablevision or MSG where such Losses resulted from AMC's gross negligence, willful misconduct or breach of its obligations pursuant to this Agreement.

Section 6.3. Third-Party Claims. (a) If a claim or demand is made against AMC or Cablevision (each, an "Indemnitee") by any Third Party or MSG (a "Third-Party Claim") as to which such Indemnitee is entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the Party which is or may be required pursuant to Section 6.1 or Section 6.2 hereof to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third-Party Claim promptly and in any event by the date (the "Outside Notice Date") that is the 15th Business Day after receipt by such Indemnitee of written notice of

the Third-Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure (except that the Indemnifying Party shall not be liable for any expenses incurred during the period beginning immediately after the Outside Notice Date and ending on the date that the Indemnitee gives the required notice). Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within ten Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim.

(b) If a Third-Party Claim is made against an Indemnitee, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses and acknowledges in writing its obligation to indemnify the Indemnitee therefor, to assume the defense thereof with counsel selected by the Indemnifying Party, provided, however, that such counsel is not reasonably objected to by the Indemnitee. Should the Indemnifying Party so elect to assume the defense of a Third-Party Claim, the Indemnifying Party shall, within 30 days (or sooner if the nature of the Third-Party Claim so requires), notify the Indemnitee of its intent to do so, and the Indemnifying Party shall thereafter not be liable to the Indemnitee for legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that such Indemnitee shall have the right to employ counsel to represent such Indemnitee if, in such Indemnitee's reasonable judgment, a conflict of interest between such Indemnitee and such Indemnifying Party exists in respect of such claim which would make representation of both such Parties by one counsel inappropriate, and in such event the fees and expenses of such separate counsel shall be paid by such Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, subject to the proviso of the preceding sentence, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has failed to assume the defense thereof (other than during the period prior to the time the Indemnitee shall have given notice of the Third-Party Claim as provided above). If the Indemnifying Party so elects to assume the defense of any Third-Party Claim, all of the Indemnitees shall cooperate with the Indemnifying Party in the defense or prosecution thereof, including by providing or causing to be provided agreements, documents, books, records, files and witnesses as soon as reasonably practicable after receiving any request therefor from or on behalf of the Indemnifying Party, except to the extent that providing or causing the foregoing to be provided would constitute a waiver of any Indemnitee's attorney-client privilege.

(c) If the Indemnifying Party acknowledges in writing responsibility under this Article VI for a Third-Party Claim, then in no event will the Indemnitee admit any liability with respect to, or settle, compromise or discharge, any Third-Party Claim without the Indemnifying Party's prior written consent; provided, however, that the Indemnitee shall have the right to settle, compromise or discharge such Third-Party Claim without the consent of the

Indemnifying Party if the Indemnitee releases the Indemnifying Party from its indemnification obligation hereunder with respect to such Third-Party Claim and such settlement, compromise or discharge would not otherwise adversely affect the Indemnifying Party. If the Indemnifying Party acknowledges in writing liability for a Third-Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of a Third-Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third-Party Claim and releases the Indemnitee completely in connection with such Third-Party Claim and that would not otherwise adversely affect the Indemnitee. If an Indemnifying Party elects not to assume the defense of a Third-Party Claim, or fails to notify an Indemnitee of its election to do so as provided herein, such Indemnitee may compromise, settle or defend such Third-Party Claim.

(d) Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third-Party Claim (and shall be liable for the fees and expenses of counsel incurred by the Indemnitee in defending such Third-Party Claim) if the Third-Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnitee which the Indemnitee reasonably determines, after conferring with its counsel, cannot be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third-Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(e) In the event and to the extent of payment by an Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right or claim.

(f) AMC and Cablevision shall cooperate as may reasonably be required in connection with the investigation, defense and settlement of any Third-Party Claim. In furtherance of this obligation, the Parties agree that if an Indemnifying Party chooses to defend or to compromise or settle any Third-Party Claim, Cablevision or AMC, as the case may be, shall use its best reasonable efforts to make available to the other Party, upon written request, their former and then current directors, officers, employees and agents and those of their subsidiaries as witnesses and any records or other documents within its control or which it otherwise has the ability to make available, to the extent that (i) any such Person, records or other documents may reasonably be required in connection with such defense, settlement or compromise and (ii) making such Person, records or other documents so available would not constitute a waiver of the attorney-client privilege of Cablevision or AMC, as the case may be.

At the request of an Indemnifying Party, an Indemnitee shall enter into a reasonably acceptable joint defense agreement.

(g) The remedies provided in this Article VI shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 6.4. Indemnification Payments. (a) Indemnification required by this Article VI shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or any Loss is incurred. If the Indemnifying Party fails to make an indemnification payment required by this Article VI within 30 days after receipt of a bill therefore or notice that a Loss has been incurred, the Indemnifying Party shall also be required to pay interest on the amount of such indemnification payment, from the date of receipt of the bill or notice of the Loss to, but not including the date of payment, at the Applicable Rate.

(b) The amount of any claim by an Indemnitee under this Agreement shall be reduced to reflect any actual tax savings or insurance proceeds received by any Indemnitee that result from the Losses that gave rise to such indemnity.

Section 6.5. Survival. The Parties' obligations under this Article VI shall survive the termination of this Agreement.

ARTICLE VII COOPERATION; CONFIDENTIALITY; TITLE

Section 7.1. Good Faith Cooperation; Consents. Each Party shall use best reasonable efforts to cooperate with the other Party in all matters relating to the provision and receipt of the Services. Such cooperation shall include, but not be limited to, exchanging information, providing electronic access to systems used in connection with the Services, performing true-ups and adjustments and obtaining all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations hereunder. Cablevision and AMC shall maintain reasonable documentation related to the Services and cooperate with each other in making such information available as needed.

Section 7.2. Confidentiality. Each Party shall keep confidential from Third Parties the Schedules to this Agreement and all information received from the other Party regarding the Services, including, without limitation, any information received with respect to products and services of Cablevision, AMC or MSG, and to use such information only for the purposes set forth in this Agreement unless (i) otherwise agreed to in writing by the Party from which such information was received or (ii) required by applicable law or any securities exchange (in which case the Parties shall cooperate in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of such information is preserved). The

covenants in this Article VII shall survive any termination of this Agreement for a period of three (3) years from the date such termination becomes effective.

Section 7.3. Internal Use; Title, Copies, Return. Except to the extent inconsistent with the express terms of the Distribution Agreement and any Ancillary Agreement other than this Agreement, each Party agrees that:

(a) title to all systems used in performing any Service provided hereunder shall remain in the Party providing such Service or its third party vendors; and

(b) to the extent the provision of any Service involves intellectual property, including without limitation software programs or patented or copyrighted material, or material constituting trade secrets, the recipient of such Service shall not copy, modify, reverse engineer, decompile or in any way alter any of such material, or otherwise use such material in a manner inconsistent with the terms and provisions of this Agreement, without the express written consent of the Party providing such Service; and upon the termination of any Service, the recipient of such Service shall return to the Party providing such Service, as soon as practicable, any equipment or other property of the Party providing such Service relating to such Service which is owned or leased by the Party providing such Service and is or was in its possession or control.

ARTICLE VIII TERM

Section 8.1. Duration. (a) Except as provided in Sections 2.1(c), 4.5, 6.5, 7.2, 8.2, 8.3, 8.4 and 8.5, the term of this Agreement shall commence on the date hereof and shall continue in full force and effect with respect to each Service until the earlier of (i) the expiration of the term set forth opposite the description of such Service in Schedule A, B or C as applicable, unless otherwise mutually agreed by the Parties and (ii) the termination of such Service in accordance with Section 4.4 or 8.1(b). Notwithstanding the foregoing and notwithstanding anything else in this Agreement or in the Schedules hereto to the contrary, in no event shall AMC's obligation to provide AMC Services To MSG continue beyond December 31, 2011.

(b) Each Party acknowledges that the purpose of this Agreement is for Cablevision to provide the Cablevision Services to AMC on an interim basis until AMC can perform the Cablevision Services for itself, for AMC to provide the AMC Services to Cablevision on an interim basis until Cablevision can perform the AMC Services for themselves, and for AMC to provide the AMC Services To MSG to enable Cablevision to fulfill its obligations to MSG under the MSG Transition Services Agreement. Accordingly, each of Cablevision and AMC shall use its best reasonable efforts to make or obtain such approvals, permits and licenses and implement such systems, as shall be necessary for it to provide the appropriate services for itself as promptly as reasonably practicable. As AMC becomes self-sufficient or engages other sources to provide any Cablevision Service, AMC shall be entitled to release Cablevision from providing any or all of the Cablevision Services hereunder by

delivering a written notice thereof to Cablevision at least twenty (20) Business Days prior to the effective date of release of such Cablevision Service(s). At the end of such twenty (20) Business Day period (or such shorter period as may be agreed by the Parties), Cablevision shall discontinue the provision of the Cablevision Services specified in such notice and any such Cablevision Services shall be excluded from this Agreement, and Schedule A shall be deemed to be amended accordingly. Cablevision shall also: (i) be entitled to release AMC from providing any or all of the AMC Services To Cablevision hereunder, and (ii) upon receipt of notice from MSG to such effect, be obligated to release AMC from providing any or all of the AMC Services To MSG hereunder, in each case by delivering a written notice thereof to AMC at least twenty (20) Business Days prior to the effective date of release of such AMC Service(s). At the end of such twenty (20) Business Day period (or such shorter period as may be agreed by the Parties), AMC shall discontinue the provision of the AMC Services specified in such notice and any such AMC Services shall be excluded from this Agreement, and Schedule B or Schedule C, as applicable, shall be deemed to be amended accordingly.

Section 8.2. Early Termination by Cablevision. Cablevision may terminate this Agreement by giving written notice to AMC under the following circumstances:

(a) if AMC shall default in the performance of any of its material obligations under this Agreement, and such default or breach shall continue and not be remedied for a period of thirty (30) days after Cablevision has given written notice to AMC specifying such default and requiring it to be remedied; or

(b) if a Bankruptcy Event has occurred with respect to AMC.

Section 8.3. Early Termination by AMC. AMC may terminate this Agreement by giving written notice to Cablevision under the following circumstances:

(a) if Cablevision shall default in the performance of any of its material obligations under this Agreement and such default shall continue and not be remedied for a period of thirty (30) days after AMC has given written notice to Cablevision specifying such default and requiring it to be remedied; or

(b) if a Bankruptcy Event has occurred with respect to Cablevision.

Section 8.4. Suspension Due to Force Majeure. In the event the performance by either AMC or Cablevision of its duties or obligations hereunder is interrupted or interfered with by reason of any cause beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, strike or labor disruption, rebellion, insurrection, quarantine, act of God, boycott, embargo, shortage or unavailability of supplies, riot, or governmental law, regulation or edict (collectively, "Force Majeure Events"), the Party affected by such Force Majeure Event shall not be deemed to be in default of this Agreement by reason of its non-performance due to such Force Majeure Event, but shall give notice to the other Party of the

Force Majeure Event and the fee provided for in Section 4.1 shall be equitably adjusted to reflect the reduced performance. In such event, the Party affected by such Force Majeure Event shall resume the performance of its duties and obligations hereunder as soon as reasonably practicable after the end of the Force Majeure Event.

Section 8.5. Consequences of Termination. In the event this Agreement expires or is terminated in accordance with this Article VIII, then (a) all Services to be provided will promptly cease, (b) each of Cablevision and AMC shall, upon request of the other Party, promptly return or destroy all confidential information received from the other Party in connection with this Agreement (including the return of all information received with respect to the Services or products of Cablevision or AMC, as the case may be), without retaining a copy thereof (other than one copy for file purposes), and (c) each of Cablevision and AMC shall honor all credits and make any accrued and unpaid payment to the other Party as required pursuant to the terms of this Agreement, and no rights already accrued hereunder shall be affected.

ARTICLE IX RECORDS

Section 9.1. Maintenance of Records. Each of the Parties shall create and maintain full and accurate books in connection with the provision of the Services, and all other records relevant to this Agreement, and upon reasonable notice from the other Party shall make available for inspection and copy by such other Party's agents such records during reasonable business hours.

ARTICLE X DISPUTE RESOLUTION

Section 10.1. Negotiation. In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby, including, without limitation, any claim based on contract, tort, statute or constitution (but excluding any controversy, dispute or claim arising out of any agreement relating to the use or lease of real property if any Third Party is a Party to such controversy, dispute or claim) (collectively, "Agreement Disputes"), the management of the Parties shall negotiate in good faith for a reasonable period of time to settle such Agreement Dispute, provided, however, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed 30 days from the time the Parties began such negotiations.

Section 10.2. Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement during the course of any form of dispute resolution with respect to all matters not subject to such dispute, controversy or claim.

Section 10.3. Other Remedies. Nothing in this Article X shall limit the right that any Party may otherwise have to seek to obtain (a) preliminary injunctive relief in order to preserve the status quo pending the resolution of a dispute or (b) temporary or permanent injunctive relief from any breach of any provisions of this Agreement.

**ARTICLE XI
NOTICES**

Section 11.1. Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be emailed, hand delivered or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Cablevision:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Attention: Donna Coleman

With a copy to: General Counsel

To AMC:

AMC Networks Inc.
11 Pennsylvania Plaza
New York, NY 10001
Attention: John Huffman

With a copy to: General Counsel

Section 11.2. Notices from MSG. In the event that Cablevision receives a notice or other communication from MSG pursuant to the MSG Transition Services Agreement that relates to an AMC Service To MSG hereunder, Cablevision shall forward such notice to AMC as soon as reasonably practicable in accordance with Section 11.1 hereof.

**ARTICLE XII
MISCELLANEOUS**

Section 12.1. Taxes. Except as may otherwise be specifically provided herein, each Party shall bear all taxes, duties and other similar charges (and any related interest and penalties) imposed as a result of its receipt of Services under this Agreement.

Section 12.2. Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor nor be deemed to vest any rights, interest or claims in any third parties.

Section 12.3. Complete Agreement; Construction. This Agreement, including the Schedules hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule, the Schedule shall prevail. The rights and remedies of the Parties herein provided shall be cumulative and in addition to any other or further remedies provided by law or equity.

Section 12.4. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party.

Section 12.5. Waivers. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 12.6. Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 12.7. Assignment. This Agreement shall not be assignable, in whole or in part, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided that either Party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such Party so long as such purchaser expressly assumes, in a written instrument in form reasonably satisfactory to the non-assigning Party, the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of the assigning Party to be performed or observed.

Section 12.8. Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 12.9. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any other Person (including, for the avoidance of doubt, MSG) any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 12.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

Section 12.11. Waiver of Jury Trial. The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

Section 12.12. Specific Performance. Subject to Article X, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 12.13. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 12.14. Provisions Unaffected. Nothing contained in this Agreement shall affect the rights and obligations of Cablevision and AMC pursuant to the Distribution Agreement.

Section 12.15. No Presumption. Neither Cablevision nor AMC shall be deemed to be the drafter of this Agreement and no term or provision of this Agreement may be construed against any Party on that basis.

Section 12.16. Enforcement of Rights. With respect to Cablevision's obligations under Sections 6.3(f), 7.1, 7.2, 7.3(b), 8.1(b) and 8.5(b), to the extent that MSG, under the MSG Transition Services Agreement, owes corresponding obligations to Cablevision in connection with the AMC Services to MSG, Cablevision agrees that it will use its best reasonable efforts to enforce its rights under the MSG Transition Services Agreement so that AMC shall receive the benefits thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on behalf of the Parties as of the date first herein above written.

CABLEVISION SYSTEMS CORPORATION

By: _____
Name:
Title:

AMC NETWORKS INC.

By: _____
Name:
Title:

**TAX DISAFFILIATION AGREEMENT
BETWEEN
CABLEVISION SYSTEMS CORPORATION
AND
AMC NETWORKS INC.**

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TAX DISAFFILIATION AGREEMENT

THIS TAX DISAFFILIATION AGREEMENT (the "*Agreement*") is dated as of June _____, 2011 by and between Cablevision Systems Corporation, a Delaware corporation ("*Cablevision*"), and AMC Networks Inc., a Delaware corporation and a wholly-owned subsidiary of Cablevision ("*AMC*" and, together with Cablevision, the "*Parties*"). Unless otherwise indicated, all "Section" references in this Agreement are to sections of the Agreement.

RECITALS

WHEREAS, the Board of Directors of Cablevision determined that, based on the Corporate Business Purposes, it is in the best interests of Cablevision and its stockholders to separate the businesses of AMC, all as more fully described in AMC's registration statement on Form 10, from Cablevision's other businesses on the terms and conditions set forth in the Distribution Agreement between Cablevision and AMC dated on or about the date hereof (the "*Distribution Agreement*");

WHEREAS, the Board of Directors of CSC Holdings, LLC ("*CSC*") authorized the distribution to Cablevision, as the sole stockholder of CSC, of all the AMC Common Stock (the "*CSC Distribution*") and has determined that, based on the Corporate Business Purposes, the CSC Distribution, including the Debt Exchange (as defined below), is in the best interests of CSC and its stockholder and has approved the Distribution Agreement;

WHEREAS, the Board of Directors of Cablevision has authorized the distribution to the holders of the issued and outstanding shares of NY Group Class A Common Stock, par value \$0.01 per share, of Cablevision ("*Cablevision Class A Stock*") and NY Group Class B Common Stock, par value \$0.01 per share, of Cablevision ("*Cablevision Class B Stock*" and, together with the Cablevision Class A Stock, the "*Cablevision Common Stock*"), as of the record date for the distribution, of all the issued and outstanding shares of Class A common stock, par value \$0.01 per share, of AMC (the "*AMC Class A Common Shares*") and Class B common stock, par value \$0.01 per share, of AMC (the "*AMC Class B Common Shares*") (each such AMC Class A Common Share and AMC Class B Common Share is individually referred to as an "*AMC Share*" and collectively referred to as the "*AMC Shares*"), respectively, on the basis of one AMC Share for each [*] shares of Cablevision Common Stock, and to distribute certain obligations of AMC in exchange for certain obligations of CSC pursuant to the Debt Exchange, as defined below (such steps collectively, the "*Distribution*");

WHEREAS, Cablevision intends the Distribution to qualify as a tax-free transaction described under Sections 368(a)(1)(D), 355, and 361 of the Code;

WHEREAS, the Boards of Directors of Cablevision and AMC have each determined that the Distribution and the other transactions contemplated by the Distribution Agreement, and the Ancillary Agreements (as defined below) are in furtherance of and consistent with the Corporate Business Purposes and, as such, are in the best interests of their respective companies and stockholders or sole stockholder, as applicable, and have approved the Distribution Agreement, and each of the Ancillary Agreements;

WHEREAS, the Parties set forth in the Distribution Agreement the principal arrangements between them regarding the separation of the AMC Group from the Cablevision Group; and

WHEREAS, the Parties desire to provide for and agree upon the allocation between the Parties of liabilities for Taxes arising prior to, as a result of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

SECTION 1. Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings:

“Affiliate” means, when used with respect to any specified Person, a Person that directly or indirectly Controls, is Controlled by, or is under common Control with such specified Person. Unless explicitly provided herein to the contrary, (x) neither Cablevision nor any member of the Cablevision Group shall be deemed to be an Affiliate of AMC or any of its Subsidiaries; (y) neither AMC nor any member of the AMC Group shall be deemed to be an Affiliate of Cablevision or any of its Subsidiaries; and (z) neither MSG nor any member of the MSG Group shall be deemed to be an Affiliate of Cablevision (or any of its Subsidiaries) or of AMC (or any of its Subsidiaries).

“Agreement” has the meaning set forth in the preamble hereof.

“AMC” has the meaning set forth in the preamble hereof.

“AMC Business” means the “IFC Business” as set forth in the Ruling Request that constitutes an active trade or business, within the meaning of Section 355(b) of the Code, of the separate affiliated group of AMC, as determined in the Ruling.

“AMC Class A Common Shares” has the meaning set forth in the recitals to this Agreement.

“AMC Class B Common Shares” has the meaning set forth in the recitals to this Agreement.

“AMC Management Fee Agreement” means that certain Consulting Agreement, dated as of March 29, 2001, among CSC, American Movie Classics Company, and WE: Women’s Entertainment LLC.

“AMC Group” means (x) with respect to any Tax Year (or portion thereof) ending at or before the Effective Time, AMC and each of its Subsidiaries at the Effective Time; and (y) with respect to any Tax Year (or portion thereof) beginning after the Effective Time, AMC and each Subsidiary of AMC (but only while such Subsidiary is a Subsidiary of AMC).

“AMC Indemnified Party” includes each member of the AMC Group, each of their representatives and Affiliates, each of their respective directors, officers, managers and employees, and each of their heirs, executors, trustees, administrators, successors and assigns.

“AMC Shares” has the meaning set forth in the recitals to this Agreement.

“AMC Tainting Act” means a breach of the covenant made by AMC in Section 7.1 of this Agreement or the taking of a Restricted Action, if as a result of such breach or taking of a Restricted Action a Final Determination is made that the Contribution and Distribution failed to be tax-free by reason of (i) failing to qualify as a distribution described in Sections 355 and 368(a)(1)(D) of the Code, (ii) any stock or obligations (including, for the avoidance of doubt, the Senior Notes and the Term Loan B) of AMC failing to qualify as “qualified property” within the meaning of Section 355(c)(2) of the Code or, where applicable, failing to be stock or securities permitted to be received without recognition of gain or loss under Section 361(a) of the Code, or (iii) the application of Sections 355(d) or 355(e) of the Code to the Distribution.

“Ancillary Agreements” means the agreements encompassed by such term in the Distribution Agreement.

“Business Day” has the meaning set forth in the Distribution Agreement.

“Cablevision” has the meaning set forth in the preamble hereof.

“Cablevision Business” means such cable video business as set forth in the Ruling Request that constitutes an active trade or business, within the meaning of Section 355(b) of the Code, of the separate affiliated group of Cablevision, as determined in the Ruling.

“Cablevision Class A Common Stock” has the meaning set forth in the recitals to this Agreement.

“Cablevision Class B Common Stock” has the meaning set forth in the recitals to this Agreement.

“Cablevision Common Stock” has the meaning set forth in the recitals to this Agreement.

“Cablevision Group” means Cablevision and each Subsidiary of Cablevision (but only while such Subsidiary is a Subsidiary of Cablevision) other than any Person that is a member of the AMC Group (but only during the period such Person is treated as a member of the AMC Group).

“Cablevision Indemnified Party” includes each member of the Cablevision Group, each of their representatives and Affiliates, each of their respective directors, officers, managers and employees, and each of their heirs, executors, trustees, administrators, successors and assigns.

“Cablevision Tainting Act” means any breach of a representation or covenant made by Cablevision in Section 7.1 or Section 7.4 of this Agreement, if as a result of such breach a Final Determination is made that the Contribution and Distribution failed to be tax-free by reason of (i) failing to qualify as a distribution described in Sections 355 and 368(a)(1)(D) of the Code, (ii) any stock or obligations (including, for the avoidance of doubt, the Senior Notes and the Term Loan B) of AMC failing to qualify as “qualified property” within the meaning of Section 355(c)(2) of the Code or, where applicable, failing to be stock or securities permitted to be received without recognition of gain or loss under Section 361(a) of the Code, or (iii) the application of Sections 355(d) or 355(e) of the Code to the Distribution.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Combined Return” means a consolidated, combined or unitary Tax Return that includes, by election or otherwise, one or more members of the Cablevision Group and one or more members of the AMC Group.

“Companies” means Cablevision and AMC.

“Company” means Cablevision or AMC, as the context requires.

“Compensatory Equity Interests” means options, stock appreciation rights, restricted stock, restricted stock units or other rights with respect to Cablevision Common Stock or AMC Shares that are granted by Cablevision, AMC or any of their respective Subsidiaries in connection with employee or director compensation or other employee benefits.

“Compensatory Equity Net Share Settlements” means “net share settlement” transactions with respect to Compensatory Equity Interests between either Party (or any of their respective Subsidiaries) on the one hand and the employee (or director, as the case may be) of such Party or the other Party (or any of their respective Subsidiaries) on the other hand, in each case pursuant to the terms of the relevant agreement with respect to such Compensatory Equity Interests.

“Contribution” means the contribution by Cablevision (through entities disregarded as separate from Cablevision for U.S. federal tax purposes) to AMC of all of the membership interests of Rainbow Media Holdings LLC, a Delaware limited liability company, in exchange for the AMC Shares, obligations of AMC (including the Senior Notes and the Term Loan B), termination of the AMC Management Fee Agreement and the potential assumption of liabilities by AMC.

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of securities or

partnership, membership, limited liability company, or other ownership interests, by contract or otherwise and the terms “Controlling” and “Controlled” have meanings correlative to the foregoing.

“Controlling Party” means, with respect to a Tax Contest, the Person that has responsibility, control and discretion in handling, defending, settling or contesting such Tax Contest.

“Corporate Business Purposes” means the Corporate Business Purposes as set forth in the Tax Opinion Representations and the “Reasons for the Distribution” in AMC’s registration statement on Form 10.

“Covered Income Taxes” means any Income Taxes other than New York City Unincorporated Business Tax as currently imposed by Section 11-503 of the New York City Administrative Code or any successor thereto.

“Credit Agreement” means the Credit Agreement dated as of [•] entered into by AMC.

“CSC” has the meaning set forth in the recitals to this Agreement.

“CSC Distribution” has the meaning set forth in the recitals to this Agreement.

“Debt Exchange” shall mean the exchange of the Senior Notes and the Term Loan B for obligations of [•] as set forth in one or more agreements titled [•] entered into [on or about the date hereof].

“Deconsolidation Taxes” means any Taxes imposed on any member of the Cablevision Group or the AMC Group as a result of or in connection with the Contribution and the Distribution (or any portion thereof), including, but not limited to, any Taxes imposed pursuant to or as a result of Section 311 or 1502 of the Code or the Treasury Regulations thereunder (and under any applicable similar state, local or foreign law), but excluding any Transfer Taxes and Distribution Taxes.

“Disclosing Party” has the meaning set forth in Section 6.3.

“Distribution” has the meaning set forth in the recitals hereof.

“Distribution Agreement” has the meaning set forth in the recitals hereof.

“Distribution Date” means the date on which the Distribution occurs.

“Distribution Taxes” means any Taxes arising from a Final Determination that the Contribution and Distribution failed to be tax-free to Cablevision in accordance with the requirements of Section 355 or 368(a)(1) (D) of the Code (including any Taxes resulting from the application of Section 355(d) or (e) to the Distribution), or that any stock or obligations (including, for the avoidance of doubt, the Senior Notes and the Term Loan B) of AMC failed to qualify as “qualified property” within the meaning of Section 355(c)(2) of the Code or, where applicable, failed to be stock or securities permitted to be received without recognition of gain or loss under Section 361(a) of the Code, and shall include any Taxes resulting from an election under Section 336(e) of the Code in the circumstances set forth in Section 4.5 hereof.

“Due Date” has the meaning set forth in Section 4.3.

“Effective Time” shall mean 11:59 p.m., New York City time, on the Distribution Date.

“Employee Matters Agreement” means the Employee Matters Agreement by and between Cablevision and AMC entered into on or about the date hereof.

“Excess Taxes” means the excess of (x) the Taxes for which Cablevision Group is liable if an election is made pursuant to Section 336(e) of the Code under Section 4.5 of this Agreement, over (y) the Taxes for which Cablevision Group is liable if such an election is not made, in each case taking into account the allocation of Taxes that is otherwise applicable in this Agreement but without regard to Section 4.5 hereof.

“Expert Law Firm” means a law firm nationally recognized for its expertise in the matter for which its opinion is sought.

“Fifty-Percent Equity Interest” means, in respect of any corporation (within the meaning of the Code), stock or other equity interests of such corporation possessing (i) at least fifty percent (50%) of the total combined voting power of all classes of stock or equity interests entitled to vote, or (ii) at least fifty percent (50%) of the total value of shares of all classes of stock or of the total value of all equity interests.

“Final Determination” means a determination within the meaning of Section 1313 of the Code or any similar provision of state or local Tax Law.

“Group” means the Cablevision Group or the AMC Group, as the context requires.

“Income Taxes” means any Tax which is based upon, measured by, or calculated with respect to (i) net income or profits (including, but not limited to, any capital gains, gross receipts, value added or minimum Tax) or (ii) multiple bases (including, but not limited to, corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based, by which it may be measured, or with respect to which it may be calculated is described in clause (i) of this sentence.

“Indemnified Party” shall mean each AMC Indemnified Party and each Cablevision Indemnified Party, as the context requires.

“Indemnifying Party” has the meaning set forth in Section 4.4.

“Indenture” means the [Indenture] dated as of [•] among [AMC and other parties].

“Interest Rate” means the Rate determined below, as adjusted as of each Interest Rate Determination Date. The “Rate” means, with respect to each period between two consecutive Interest Rate Determination Dates, a rate determined at approximately 11:00 a.m., New York time, two Business Days before the first Interest Rate Determination Date equal to: (x) the sum of (i) the six-month dollar LIBOR rate as displayed on page “LR” of Bloomberg (or such other appropriate page as may replace such page), plus (ii) 2%, or (y) if higher and if with respect to a payment to indemnify for a Tax to which the “large corporate underpayment” provision within the meaning of Section 6621(c) applies, such interest rate that would be applicable at such time to such “large corporate underpayment.”

“Interest Rate Determination Date” means the Due Date and each March 31, June 30, September 30 and December 31 thereafter.

“IRS” means the Internal Revenue Service.

“MSG” and “MSG Group” have the meanings set forth for such terms, respectively, in the MSG TDA.

“MSG Taxes” means any (i) Taxes described in Section 2.1(b) of the MSG TDA (as qualified by Section 2.1(c) thereof) or (ii) any “Deconsolidation Taxes” or “Distribution Taxes” as defined in the MSG TDA (in each case under this clause (ii), for the avoidance of doubt, as such Taxes relate to the MSG Transaction).

“MSG TDA” means that certain Tax Disaffiliation Agreement dated January 12, 2011 between Cablevision Systems Corporation and Madison Square Garden, Inc.

“MSG Transaction” means the “Distribution” as set forth in the MSG TDA.

“Non-Controlling Party” has the meaning set forth in Section 5.3(a).

“Non-Preparer” means any Company that is not responsible for the preparation and filing of the applicable Tax Return pursuant to Sections 3.1 or 3.2.

“Parties” has the meaning set forth in the preamble hereof.

“Payment Date” means (x) with respect to any U.S. federal income tax return, the date on which any required installment of estimated taxes determined under Section 6655 of the Code is due, the date on which (determined without regard to extensions) filing the return determined under Section 6072 of the Code is required, and the date the return is filed, and (y) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

“Permitted Acquisition” means any acquisition (as a result of the Distribution) of AMC Shares solely by reason of holding Cablevision Common Stock, but does not include such an acquisition if such Cablevision Common Stock, before such acquisition, was itself acquired in a manner to which the flush language of Section 355(e)(3)(A) of the Code applies (thus causing, for the avoidance of doubt, Section 355(e)(3)(A)(i), (ii), (iii) or (iv) not to apply).

“Person” means any individual, corporation, company, partnership, trust, incorporated or unincorporated association, joint venture or other entity of any kind.

“Post-Distribution Period” means any Tax Year or other taxable period beginning after the Distribution Date and, in the case of any Straddle Period, that part of the Tax Year or other taxable period that begins at the beginning of the day after the Distribution Date.

“Pre-Distribution Period” means any Tax Year or other taxable period that ends on or before the Distribution Date and, in the case of any Straddle Period, that part of the Tax Year or other taxable period through the end of the day on the Distribution Date.

“Preparer” means the Company that is responsible for the preparation and filing of the applicable Tax Return pursuant to Sections 3.1 or 3.2.

“Receiving Party” has the meaning set forth in Section 6.3.

“Residual Taxes” means all Taxes other than Covered Income Taxes.

“Restricted Action” means any action by AMC or any of its Subsidiaries inconsistent with the covenants set forth in Section 7.3; and, for the avoidance of doubt, an action shall be and remain a Restricted Action even if AMC or any of its Subsidiaries is permitted to take such an action pursuant to Section 7.5.

“Restriction Period” means the period beginning on the Distribution Date and ending twenty-four (24) months after the Distribution Date.

“Ruling” means the private letter ruling that was issued to Cablevision in response to the Ruling Request.

“Ruling Request” means the request for ruling in connection with the Distribution filed by Cablevision with the IRS, as amended or supplemented, including any appendices and exhibits attached thereto or included therewith and including so much of the pre-submission materials submitted by Cablevision to the IRS, as relate to the Distribution, and including, for the avoidance of doubt, the communication with the IRS set forth in Annex 2 to the Tax Opinion.

“Satisfactory Guidance” means either a ruling from the IRS or an Unqualified Opinion, in either case reasonably satisfactory to Cablevision in both form and substance.

“Senior Notes” means the Senior Notes issued under the [Indenture].

“Separate Return” means (a) in the case of any Tax Return required under relevant Tax Law to be filed by any member of the Cablevision Group (including any consolidated, combined or unitary Tax Return), any such Tax Return that does not include any member of the AMC Group, and (b) in the case of any Tax Return required under relevant Tax Law to be filed by any member of the AMC Group (including any consolidated, combined or unitary Tax Return), any such Tax Return that does not include any member of the Cablevision Group.

“Straddle Period” means any taxable period beginning on or prior to, and ending after, the Distribution Date.

“Subsidiary” when used with respect to any Person, means (i)(A) a corporation a majority in voting power of whose share capital or capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person, whether or not such power is subject to a voting agreement or similar encumbrance, (B) a partnership or limited liability company in which such Person or a Subsidiary of such Person is, at the date of determination, (1) in the case of a partnership, a general partner of such partnership with the power affirmatively to direct the policies and management of such partnership or (2) in the case of a limited liability company, the managing member or, in the absence of a managing member, a member with the power affirmatively to direct the policies and management of such limited liability company, or (C) any other Person (other than a corporation) in which such Person, one or more Subsidiaries of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has or have (1) the power to elect or direct the election of a majority of the members of the governing body of such Person, whether or not such power is subject to a voting agreement or similar encumbrance, or (2) in the absence of such a governing body, at least a majority ownership interest or (ii) any other Person of which an aggregate of 50% or more of the equity interests are, at the time, directly or indirectly, owned by such Person and/or one or more Subsidiaries of such Person.

“Tax” or “Taxes” means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers’ compensation, employment, unemployment, disability, property, ad valorem, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, value added, alternative minimum, estimated or other similar tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax) imposed by any Tax Authority, any liability attributable to any escheat, abandoned, or unclaimed property law, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing, together with any reasonable expenses, including attorneys’ fees, incurred in defending against any such Tax.

“Tax Adjustment” has the meaning set forth in Section 4.6.

“Tax Authority” means, with respect to any Tax, the governmental entity or political subdivision, agency, commission or authority thereof that imposes such Tax, and the agency, commission or authority (if any) charged with the assessment, determination or collection of such Tax for such entity or subdivision.

“Tax Benefit” means a reduction in the Tax liability of a taxpayer (or of the affiliated group of which it is a member) for any taxable period. Except as otherwise provided in this Agreement, a Tax Benefit shall be deemed to have been realized or received from a Tax Item in a taxable period only if and to the extent that the Tax liability of the taxpayer (or of the affiliated group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer in the current period and all prior periods, is less than it would have been if such Tax liability were determined without regard to such Tax Item.

“Tax Contest” means an audit, review, examination, or any other administrative or judicial proceeding with the purpose, potential or effect of redetermining Taxes of any member of either Group (including any administrative or judicial review of any claim for refund).

“Tax Counsel” means Sullivan & Cromwell LLP.

“Tax-Free Status” means the qualification of the Contribution and Distribution (a) as a transaction described in Sections 355(a) and 368(a)(1)(D) of the Code and (b) as a transaction in which the stock and obligations distributed thereby are “qualified property” for purposes of Section 361(c) of the Code.

“Tax Item” means, with respect to any Tax, any item of income, gain, loss, deduction, credit or other attribute that may have the effect of increasing or decreasing any Tax.

“Tax Law” means the law of any governmental entity or political subdivision thereof, and any controlling judicial or administrative interpretations of such law, relating to any Tax.

“Tax Opinion” means the opinion to be delivered by Tax Counsel to Cablevision in connection with the Distribution to the effect that (i) the Contribution and Distribution, taken together, will qualify as a reorganization under Section 368(a)(1)(D) of the Code, (ii) neither Cablevision nor AMC will recognize gain or loss upon the Contribution, (iii) Cablevision will not recognize gain or loss upon the Distribution under Section 361(c) of the Code except in respect of (a) deductions attributable to any obligations of [•] redeemed in the Debt Exchange at a premium, (b) income attributable to any obligations of [•] redeemed in the Debt Exchange at a discount, and (c) interest expense accrued in respect of any obligations of [•], and (iv) shareholders of Cablevision will not recognize gain or loss upon the Distribution under Section 355(a) of the Code, and no amount will be included in such shareholders’ income, except in respect of cash received in lieu of fractional shares of AMC.

“Tax Opinion Representations” means the representations made to Tax Counsel in connection with the Tax Opinion.

“Tax Records” means Tax Returns, Tax Return work papers, documentation relating to any Tax Contests, and any other books of account or records required to be maintained under applicable Tax Laws (including but not limited to Section 6001 of the Code) or under any record retention agreement with any Tax Authority.

“Tax Return” means any report of Taxes due, any claims for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed (by paper, electronically or otherwise) under any applicable Tax Law, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“Tax Year” means, with respect to any Tax, the year, or shorter period, if applicable, for which the Tax is reported as provided under applicable Tax Law.

“Term Loan B” shall have the meaning set forth in the Credit Agreement.

“Transfer Taxes” means all U.S. federal, state, local or foreign sales, use, privilege, transfer, documentary, gains, stamp, duties, recording, and similar Taxes and fees (including any penalties, interest or additions thereto) imposed upon any Party hereto or any of its Affiliates in connection with the Distribution.

“Treasury Regulations” means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Year.

“Unqualified Opinion” means an unqualified “will” opinion of an Expert Law Firm that permits reliance by Cablevision. For the avoidance of doubt, an Unqualified Opinion may be based on factual representations and assumptions that are reasonably satisfactory to Cablevision.

SECTION 2. Allocation of Taxes and Tax-Related Losses.

2.1 *Allocation of Taxes.* Except as provided in Section 2.2 (Allocation of Deconsolidation Taxes, Distribution Taxes and Transfer Taxes), Taxes shall be allocated as follows:

(a) Cablevision shall be liable for and shall be allocated (i) any Taxes attributable to members of the Cablevision Group for all periods, (ii) any Covered Income Taxes attributable to members of the AMC Group for a Pre-Distribution Period, and (iii) for the avoidance of doubt, any MSG Taxes.

(b) AMC shall be liable for and shall be allocated (i) any Residual Taxes attributable to members of the AMC Group for a Pre-Distribution Period, and (ii) any Taxes attributable to members of the AMC Group for any Post-Distribution Period.

(c) Notwithstanding the provisions of Sections 2.1(a) and 2.1(b) (but subject to the provisions of Section 2.2), Taxes attributable to any transaction or action taken by or with respect to any member of the AMC Group before the Effective Time on the Distribution Date shall be allocated to the Pre-Distribution Period, and Taxes attributable to any transaction or action taken by or with respect to any member of the AMC Group after the Effective Time on the Distribution Date shall be allocated to the Post-Distribution Period.

2.2 *Allocation of Deconsolidation Taxes, Distribution Taxes and Transfer Taxes.* Notwithstanding any other provision of this Agreement:

(a) Any and all Deconsolidation Taxes shall be borne by Cablevision.

(b) AMC shall indemnify and hold harmless each Cablevision Indemnified Party from and against any liability of Cablevision for Distribution Taxes to the extent such Distribution Taxes are attributable to an AMC Tainting Act, provided, however, that AMC shall have no obligation to indemnify any Cablevision Indemnified Party hereunder if there has occurred, prior to such AMC Tainting Act, a Cablevision Tainting Act.

(c) Cablevision shall indemnify and hold harmless each AMC Indemnified Party from and against any liability of AMC for Distribution Taxes to the extent that AMC is not liable for such Taxes pursuant to Section 2.2(b).

(d) The Companies shall cooperate with each other and use their commercially reasonable efforts to reduce and/or eliminate any Transfer Taxes. If any Transfer Tax remains payable after application of the first sentence of this Section 2.2(d) and notwithstanding any other provision in this Section 2, all Transfer Taxes shall be allocated to Cablevision.

2.3 *Tax Payments.* Each Company shall be liable for and shall pay the Taxes allocated to it by this Section 2 either to the applicable Tax Authority or to the other Company in accordance with Section 4 and the other applicable provisions of this Agreement.

SECTION 3. Preparation and Filing of Tax Returns.

3.1 *Combined Returns.* Cablevision shall be responsible for preparing and filing (or causing to be prepared and filed) all Combined Returns for any Tax Year, provided, however, that AMC shall furnish any relevant information, including pro-forma returns, disclosures, apportionment data and supporting schedules, relating to any member of the AMC Group necessary for completing any Combined Return for any Tax Year in a format suitable for inclusion in such return, and provided further, that AMC shall have the right to review and comment with respect to items on such returns if and to the extent such items directly relate to Taxes for which AMC would be liable under Section 2.1(b)(i), such comment not to be unreasonably rejected.

3.2 *Separate Returns.*

(a) *Tax Returns to be Prepared by Cablevision.* Cablevision shall be responsible for preparing and filing (or causing to be prepared and filed):

(i) all Separate Returns which relate to one or more members of the Cablevision Group for any Tax Year, and

(ii) all Separate Returns which relate to one or more members of the AMC Group for any Pre-Distribution Period or Straddle Period if such return is in respect of Covered Income Taxes, provided, however, that AMC shall furnish any relevant information, including pro-forma returns, disclosures, apportionment data and supporting schedules, relating to any member of the AMC Group necessary for completing any Separate Return for any Pre-Distribution Period or Straddle Period in a format suitable for inclusion in such return, and provided further, that AMC shall have the right to review and comment with respect to items on such returns if and to the extent such items directly relate to a Tax for which AMC would be liable under Section 2.1(b)(i), such comment not to be unreasonably rejected.

(b) *Tax Returns to be Prepared by AMC.* AMC shall be responsible for preparing and filing (or causing to be prepared and filed) all Separate Returns which relate to one or more members of the AMC Group and for which Cablevision is not responsible under Section 3.2(a), provided, however, that in the case of such returns in respect of any Pre-Distribution Period or Straddle Period, Cablevision shall have the right to review and comment on such returns, such comment not to be unreasonably rejected.

3.3 *Agent.* Subject to the other applicable provisions of this Agreement (including, without limitation, Section 5), AMC irrevocably designates, and agrees to cause each AMC Affiliate so to designate, Cablevision as its sole and exclusive agent and attorney-in-fact to take such action (including execution of documents) as Cablevision may deem reasonably appropriate in matters relating to the preparation or filing of any Tax Return described in Sections 3.1 and 3.2(a)(ii).

3.4 *Provision of Information.*

(a) Cablevision shall provide to AMC, and AMC shall provide to Cablevision, any information about members of the Cablevision Group or the AMC Group, respectively, that the Preparer reasonably requires to determine the amount of Taxes due on any Payment Date with respect to a Tax Return for which the Preparer is responsible pursuant to Section 3.1 or 3.2 and to properly and timely file all such Tax Returns.

(b) If a member of the AMC Group supplies information to a member of the Cablevision Group, or a member of the Cablevision Group supplies information to a member of the AMC Group, and an officer of the requesting member intends to sign a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then a duly authorized officer of the member supplying such information shall certify, to the best of such officer's knowledge, the accuracy of the information so supplied.

3.5 *Special Rules Relating to the Preparation of Tax Returns.*

(a) *In General.* All Tax Returns that include any members of the AMC Group or Cablevision Group, or any of their respective Affiliates, shall be prepared in a manner that is consistent with the Ruling Request, the Ruling, and the Tax Opinion (including, for the avoidance doubt, the Tax Opinion Representations). Except as otherwise set forth in this Agreement, all Tax Returns for which Cablevision is responsible under Sections 3.1 and 3.2 shall be prepared (x) in accordance with elections, Tax accounting methods and other practices used with respect to such Tax Returns filed prior to the Distribution Date (unless such past practices are not permissible under applicable law), or (y) to the extent any items are not covered by past practices (or in the event such past practices are not permissible under applicable Tax Law), in a manner reasonably acceptable to both Parties; provided, however, that in each case of (x) and (y) to the extent that a change in such elections, methods or practices would not reasonably be expected to result in any adverse impact on AMC, such Tax Returns shall be prepared in accordance with reasonable practices selected by Cablevision.

(b) *Election to File Consolidated, Combined or Unitary Tax Returns.* Cablevision shall have the sole discretion in electing to file any Tax Return on a consolidated, combined or unitary basis, if such Tax Return would include at least one member of each Group and the filing of such Tax Return is elective under the relevant Tax Law.

3.6 *Refunds, Credits or Offsets.*

(a) Any refunds, credits or offsets with respect to Taxes allocated to, and actually paid by, Cablevision pursuant to this Agreement shall be for the account of Cablevision. Any refunds, credits or offsets with respect to Taxes, allocated to, and actually paid by, AMC pursuant to this Agreement shall be for the account of AMC.

(b) Cablevision shall forward to AMC, or reimburse AMC for, any such refunds, credits or offsets, plus any interest received thereon, net of any Taxes incurred with respect to the receipt or accrual thereof and any expenses incurred in connection therewith, that are for the account of AMC within 15 Business Days from receipt thereof by Cablevision or any of its Affiliates. AMC shall forward to Cablevision, or reimburse Cablevision for, any refunds, credits or offsets, plus any interest received thereon, net of any Taxes incurred with respect to the receipt or accrual thereof and any expenses incurred in connection therewith, that are for the account of Cablevision within 15 Business Days from receipt thereof by AMC or any of its Affiliates. Any refunds, credits or offsets, plus any interest received thereon, or reimbursements not forwarded or made within the 15 Business Day period specified above shall bear interest from the date received by the refunding or reimbursing party (or its Affiliates) through and including the date of payment at the Interest Rate (treating the date received as the Due Date for purposes of determining such interest). If, subsequent to a Tax Authority's allowance of a refund, credit or offset, such Tax Authority reduces or eliminates such allowance, any refund, credit or offset, plus any interest received thereon, forwarded or reimbursed under this Section 3.6 shall be returned to the party who had forwarded or reimbursed such refund, credit or offset and interest upon the request of such forwarding party in an amount equal to the applicable reduction, including any interest received thereon.

3.7 *Carrybacks*. To the extent permitted under applicable Tax Laws, the AMC Group shall make the appropriate elections in respect of any Tax Returns to waive any option to carry back any net operating loss, any credits or any similar item from a Post-Distribution Period to any Pre-Distribution Period or to any Straddle Period. Any refund of or credit for Taxes resulting from any such carryback by a member of the AMC Group that cannot be waived shall be payable to AMC net of any Taxes incurred with respect to the receipt or accrual thereof and any expenses incurred in connection therewith.

3.8 *Amended Returns*. Any amended Tax Return or claim for Tax refund, credit or offset with respect to any member of the AMC Group may be made only by the Company (or its Affiliates) responsible for preparing the original Tax Return with respect to such member pursuant to Sections 3.1 or 3.2 (and, for the avoidance of doubt, subject to the same review and comment rights set forth in Sections 3.1 or 3.2, to the extent applicable). Such Company (or its Affiliates) shall not, without the prior written consent of the other Company (which consent shall not be unreasonably withheld or delayed), file, or cause to be filed, any such amended Tax Return or claim for Tax refund, credit or offset to the extent that such filing, if accepted, is likely to increase the Taxes allocated to, or the Tax indemnity obligations under this Agreement of, such other Company for any Tax Year (or portion thereof); provided, however, that such consent need not be obtained if the Company filing the amended Tax Return by written notice to the other Company agrees to indemnify the other Company for the incremental Taxes allocated to, or the incremental Tax indemnity obligation resulting under this Agreement to, such other Company as a result of the filing of such amended Tax Return.

3.9 *Compensatory Equity Interests*. Matters relating to Taxes and/or Tax Items with respect to Compensatory Equity Interests shall be governed by the Employee Matters Agreement.

SECTION 4. Tax Payments.

4.1 *Payment of Taxes to Tax Authority*. Cablevision shall be responsible for remitting to the proper Tax Authority the Tax shown on any Tax Return for which it is responsible for the preparation and filing pursuant to Section 3.1 or Section 3.2, and AMC shall be responsible for remitting to the proper Tax Authority the Tax shown on any Tax Return for which it is responsible for the preparation and filing pursuant to Section 3.2.

4.2 *Indemnification Payments*.

(a) *Tax Payments Made by the Cablevision Group*. If any member of the Cablevision Group is required to make a payment to a Tax Authority for Taxes allocated to AMC under this Agreement, AMC will pay the amount of Taxes allocated to it to Cablevision not later than the later of (i) five Business Days after receiving notification requesting such amount, and (ii) one Business Day prior to the date such payment is required to be made to such Tax Authority.

(b) *Tax Payments Made by the AMC Group*. If any member of the AMC Group is required to make a payment to a Tax Authority for Taxes allocated to Cablevision under this Agreement, Cablevision will pay the amount of Taxes allocated to it to AMC not later than the later of (i) five Business Days after receiving notification requesting such amount, and (ii) one Business Day prior to the date such payment is required to be made to such Tax Authority.

4.3 *Interest on Late Payments*. Payments pursuant to this Agreement that are not made by the date prescribed in this Agreement or, if no such date is prescribed, not later than five Business Days after demand for payment is made (the "*Due Date*") shall bear interest for the period from and including the date immediately following the Due Date through and including the date of payment at the Interest Rate. Such interest will be payable at the same time as the payment to which it relates. Interest will be calculated on the basis of a year of 365 days and the actual number of days for which due.

4.4 *Tax Consequences of Payments.* For all Tax purposes and to the extent permitted by applicable Tax Law, the parties hereto shall treat any payment made pursuant to this Agreement as a capital contribution or a distribution, as the case may be, immediately prior to the Distribution. If the receipt or accrual of any indemnity payment under this Agreement causes, directly or indirectly, an increase in the taxable income of the recipient under one or more applicable Tax Laws, such payment shall be increased so that, after the payment of any Taxes with respect to the payment, the recipient thereof shall have realized the same net amount it would have realized had the payment not resulted in taxable income. For the avoidance of doubt, any liability for Taxes due to an increase in taxable income described in the immediately preceding sentence shall be governed by this Section 4.4 and not by Section 2.2. To the extent that Taxes for which any Party hereto (the "Indemnifying Party") is required to pay another Party pursuant to this Agreement may be deducted or credited in determining the amount of any other Taxes required to be paid by the Indemnified Party (for example, state Taxes which are permitted to be deducted in determining federal Taxes), the amount of any payment made to the Indemnified Party by the Indemnifying Party shall be decreased by taking into account any resulting reduction in other Taxes actually realized by the Indemnified Party. If such a reduction in Taxes of the Indemnified Party occurs following the payment made to the Indemnified Party with respect to the relevant indemnified Taxes, the Indemnified Party shall promptly repay the Indemnifying Party the amount of such reduction when actually realized. If the Tax Benefit arising from the foregoing reduction of Taxes described in this Section 4.4 is subsequently decreased or eliminated, then the Indemnifying Party shall promptly pay the Indemnified Party the amount of the decrease in such Tax Benefit.

4.5 *Section 336(e) Election.* In the event that Section 355(d) or 355(e) of the Code applies to the Distribution as a result of a Final Determination, and if the proposed Treasury Regulations under Section 336(e) of the Code and published at 73 Fed. Reg. 49965-81 (or similar Treasury Regulations) have been adopted as final, Cablevision agrees (if so requested by AMC in a written notice) to make an election (if Cablevision is legally able to do so) pursuant to such final Treasury Regulations to treat the Distribution as an asset sale for U.S. federal tax purposes, provided that AMC shall indemnify Cablevision for any cost to the Cablevision Group of making such an election (but it being understood that any such cost arising from Taxes shall be limited to Excess Taxes).

4.6 *Certain Final Determinations.* If an adjustment (a "Tax Adjustment") pursuant to a Final Determination in a Tax Contest initiated by a Tax Authority results in a Tax greater than the Tax shown on the relevant Tax Return for any Pre-Distribution Period, the Indemnified Party shall pay to the Indemnifying Party an amount equal to any Tax Benefit as and when actually realized by such Indemnified Party as a result of such Tax Adjustment. The Parties agree that if an Indemnified Party is required to make a payment to an Indemnifying Party pursuant to this Section 4.6, the Parties shall negotiate in good faith to set off the amount of such payment against any indemnity payments owed by the Indemnifying Party to the Indemnified Party, taking into account time value and similar concepts as appropriate.

SECTION 5. Cooperation and Tax Contests.

5.1 *Cooperation.* In addition to the obligations enumerated in Sections 3.4 and 5.4, Cablevision and AMC will cooperate (and cause their respective Subsidiaries and Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters, including provision of relevant documents and information in their possession and making available to each other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Parties or their respective Subsidiaries or Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

5.2 *Notices of Tax Contests.* Each Company shall provide prompt notice to the other Company of any pending or threatened Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware relating to (i) Taxes for which it is or may be indemnified by such other Company hereunder or (ii) Tax Items that may affect the amount or treatment of Tax Items of such other Company. Such notice shall contain factual information

(to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except, and only to the extent that, the indemnifying Company shall have been actually prejudiced as a result of such failure. Thereafter, the indemnified Company shall deliver to the indemnifying Company such additional information with respect to such Tax Contest in its possession that the indemnifying Company may reasonably request.

5.3 Control of Tax Contests.

(a) *Controlling Party.* Subject to the limitations set forth in Section 5.3(b), each Preparer (or the appropriate member of its Group) shall be the Controlling Party with respect to any Tax Contest involving a Tax reported (or that, it is asserted, should have been reported) on a Tax Return for which such Company is responsible for preparing and filing (or causing to be prepared and filed) pursuant to Section 3 of this Agreement (it being understood, for the avoidance of doubt but subject to the other provisions of this Section 5.3(a), that Cablevision shall be the Controlling Party with respect to any Tax Contest involving Distribution Taxes), in which case any Non-Preparer that could have liability under this Agreement for a Tax to which such Tax Contest relates shall be treated as the "Non-Controlling Party." Notwithstanding the immediately preceding sentence, if a Non-Preparer (x) acknowledges to the Preparer in writing its full liability under this Agreement to indemnify for any Tax, and (y) provides to the Preparer evidence (that is satisfactory to the Preparer as determined in the Preparer's reasonable discretion) of the Non-Preparer's financial readiness and capacity to make such indemnity payment, then thereafter with respect to the Tax Contest relating solely to such Tax the Non-Preparer shall be the Controlling Party (subject to Section 5.3(b)) and the Preparer shall be treated as the Non-Controlling Party.

(b) *Non-Controlling Party Participation Rights.* With respect to a Tax Contest of any Tax Return that could result in a Tax liability that is allocated under this Agreement, (i) the Non-Controlling Party shall, at its own cost and expense, be entitled to participate in such Tax Contest and to provide comments and suggestions to the Controlling Party, such comments and suggestions not to be unreasonably rejected, (ii) the Controlling Party shall keep the Non-Controlling Party updated and informed, and shall consult with the Non-Controlling Party, (iii) the Controlling Party shall act in good faith with a view to the merits in connection with the Tax Contest, and (iv) the Controlling Party shall not settle or compromise such Tax Contest without the prior written consent of the Non-Controlling Party (which consent shall not be unreasonably withheld).

5.4 *Cooperation Regarding Tax Contests.* The Parties shall provide each other with all information relating to a Tax Contest which is needed by the other Party to handle, participate in, defend, settle or contest the Tax Contest. At the request of any party, the other Party shall take any action (*e.g.*, executing a power of attorney) that is reasonably necessary in order for the requesting Party to exercise its rights under this Agreement in respect of a Tax Contest. AMC shall assist Cablevision, and Cablevision shall assist AMC, in taking any remedial actions that are necessary or desirable to minimize the effects of any adjustment made by a Tax Authority. The Indemnifying Party shall reimburse the Indemnified Party for any reasonable out-of-pocket costs and expenses incurred in complying with this Section 5.4.

SECTION 6. Tax Records.

6.1 *Retention of Tax Records.* Each of Cablevision and AMC shall preserve, and shall cause their respective Subsidiaries to preserve, all Tax Records that are in their possession, and that could affect the liability of any member of the other Group for Taxes, for as long as the contents thereof may become material in the administration of any matter under applicable Tax Law, but in any event until the later of (x) the expiration of any applicable statute of limitations, as extended, and (y) seven years after the Distribution Date.

6.2 *Access to Tax Records.* AMC shall make available, and cause its Subsidiaries to make available, to members of the Cablevision Group for inspection and copying (x) all Tax Records in their possession that relate to a Pre-Distribution Period, and (y) the portion of any Tax Record in their possession that relates to a Post-Distribution Period and which is reasonably necessary for the preparation of a Tax Return by a member of the Cablevision Group or any of their Affiliates or with respect to any Tax Contest with respect to such return. Cablevision shall make available, and cause its Subsidiaries to make available, to members of the AMC Group for inspection and copying the portion of any Tax Record in their possession that relates to a Pre-Distribution Period and which is reasonably necessary for the preparation of a Tax Return by a member of the AMC Group or any of their Affiliates or with respect to any Tax Contest with respect to such return.

6.3 *Confidentiality.* Each party hereby agrees that it will hold, and shall use its reasonable best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence all records and information prepared and shared by and among the Parties in carrying out the intent of this Agreement, except as may otherwise be necessary in connection with the filing of Tax Returns or any administrative or judicial proceedings relating to Taxes or unless disclosure is compelled by a governmental authority. Information and documents of one Party (the "*Disclosing Party*") shall not be deemed to be confidential for purposes of this Section 6.3 to the extent that such information or document (i) is previously known to or in the possession of the other Party (the "*Receiving Party*") and is not otherwise subject to a requirement to be kept confidential, (ii) becomes publicly available by means other than unauthorized disclosure under this Agreement by the Receiving Party or (iii) is received from a third party without, to the knowledge of the Receiving Party after reasonable diligence, a duty of confidentiality owed to the Disclosing Party.

SECTION 7. Representations and Covenants.

7.1 Covenants of Cablevision and AMC.

(a) Cablevision hereby covenants that, to the fullest extent permissible under United States federal income and state Tax Laws, it will, and will cause the members of the Cablevision Group to, treat the Contribution and Distribution in accordance with the Tax-Free Status. AMC hereby covenants that, to the fullest extent permissible under United States federal income and state Tax Laws, it will, and will cause each Subsidiary of AMC to, treat the Contribution and Distribution in accordance with the Tax-Free Status.

(b) Cablevision further covenants that, as of and following the date hereof, Cablevision shall not and shall cause the members of the Cablevision Group not to take any action that (or fail to take any action the omission of which) (i) would be inconsistent with the Contribution and Distribution qualifying, or would preclude the Contribution and Distribution from qualifying, for the Tax-Free Status, or (ii) would cause any holders of Cablevision Common Stock that receive stock of AMC in the Distribution to recognize gain or loss, or otherwise include any amount in income, as a result of the Contribution and/or the Distribution for U.S. federal income tax purposes (except with respect to cash received in lieu of fractional shares).

(c) AMC further covenants that, as of and following the date hereof, AMC shall not and shall cause its Subsidiaries not to take any action that (or fail to take any action the omission of which) (i) would be inconsistent with the Contribution and Distribution qualifying, or would preclude the Contribution and Distribution from qualifying, for the Tax-Free Status, or (ii) would cause any holders of Cablevision Common Stock that receive stock of AMC in the Distribution to recognize gain or loss, or otherwise include any amount in income, as a result of the Contribution and/or the Distribution for U.S. federal income tax purposes (except with respect to cash received in lieu of fractional shares).

7.2 Private Letter Ruling. Cablevision represents that it has provided AMC with a copy of the Ruling and the Ruling Request submitted on or prior to the Distribution Date, and agrees to provide AMC with copies of

any additional documents submitted to the IRS relating to the Ruling Request and prepared after the Distribution Date prior to the submission of such documents to the IRS in connection with the Distribution.

7.3 Covenants of AMC.

(a) Without limiting the generality of the provisions of Section 7.1, AMC, on behalf of itself and its Subsidiaries, agrees and covenants that AMC and each of its Subsidiaries will not, directly or indirectly, during the Restriction Period, (i) take any action that would result in AMC's ceasing to be engaged in the active conduct of the AMC Business with the result that AMC is not engaged in the active conduct of a trade or business within the meaning of Section 355(b)(2) of the Code, (ii) redeem or otherwise repurchase (directly or through an Affiliate of AMC) any of AMC's outstanding stock, other than (A) through stock purchases meeting the requirements of section 4.05(1)(b) of Revenue Procedure 96-30, 1996-1 C.B. 696 or (B) as otherwise described in the Ruling Request (but it being understood, for the avoidance of doubt, that no agreement or covenant under this Section 7.3(a)(ii) is being entered with respect to Compensatory Equity Net Share Settlements), (iii) amend the certificate of incorporation (or other organizational documents) of AMC that would affect the relative voting rights of separate classes of AMC's stock or would convert one class of AMC's stock into another class of its stock, (iv) liquidate (within the meaning of Section 331 of the Code and the Treasury Regulations promulgated thereunder) or partially liquidate (within the meaning of Section 346 of the Code and the Treasury Regulations promulgated thereunder) AMC, (v) merge AMC with any other corporation (other than in a transaction that does not affect the relative shareholding of AMC shareholders), sell or otherwise dispose of (other than in the ordinary course of business) the assets of AMC and its Subsidiaries, or take any other action or actions if such merger, sale, other disposition or other action or actions in the aggregate would have the effect that one or more Persons acquire (or have the right to acquire), directly or indirectly, as part of a plan or series of related transactions, assets representing one-half or more of the asset value of the AMC Group, or (vi) take any other action or actions that in the aggregate would have the effect that one or more Persons acquire (or have the right to acquire), directly or indirectly, as part of a plan or series of related transactions, stock or equity securities of AMC representing a Fifty-Percent Equity Interest in AMC, other than a Permitted Acquisition.

(b) Furthermore, AMC, on behalf of itself and its Subsidiaries, agrees and covenants that AMC and each of its Subsidiaries (i) will not directly or indirectly, pre-pay, pay down, redeem, retire or otherwise acquire, however effected, any of the Senior Notes or the Term Loan B other than in accordance with the description set forth in the Ruling and the Ruling Request, (ii) will not take or permit to be taken any action at any time, including, without limitation, any modification to the terms of any of the Senior Notes or the Term Loan B, that could jeopardize, directly or indirectly, the qualification, in whole or in part, of any of the Senior Notes or the Term Loan B as "securities" within the meaning of Section 361(a) of the Code, and (iii) will comply with the terms of the [Indenture] and the Credit Agreement relating to the Senior Notes and the Term Loan B respectively.

7.4 Covenants of Cablevision.

(a) Without limiting the generality of the provisions of Section 7.1, Cablevision, on behalf of itself and each member of the Cablevision Group, agrees and covenants that Cablevision and each member of the Cablevision Group will not, directly or indirectly, during the Restriction Period, (i) take any action that would result in Cablevision's ceasing to be engaged in the active conduct of the Cablevision Business with the result that Cablevision is not engaged in the active conduct of a trade or business within the meaning of Section 355(b)(2) of the Code, (ii) redeem or otherwise repurchase (directly or through an Affiliate of Cablevision) any of Cablevision's outstanding stock, other than (A) through stock purchases meeting the requirements of section 4.05(1)(b) of Revenue Procedure 96-30, 1996-1 C.B. 696, or (B) as otherwise described in the Ruling Request (but it being understood, for the avoidance of doubt, that no

agreement or covenant under this Section 7.4(a)(ii) is being entered with respect to Compensatory Equity Net Share Settlements), (iii) amend the certificate of incorporation (or other organizational documents) of Cablevision that would affect the relative voting rights of separate classes of Cablevision's stock or would convert one class of Cablevision's stock into another class of its stock, (iv) liquidate (within the meaning of Section 331 of the Code and the Treasury Regulations promulgated thereunder) or partially liquidate (within the meaning of Section 346 of the Code and the Treasury Regulations promulgated thereunder) Cablevision, (v) merge Cablevision with any other corporation (other than in a transaction that does not affect the relative shareholding of Cablevision shareholders), sell or otherwise dispose of (other than in the ordinary course of business) the assets of Cablevision and its Subsidiaries, or take any other action or actions if such merger, sale, other disposition or other action or actions in the aggregate would have the effect that one or more Persons acquire (or have the right to acquire), directly or indirectly, as part of a plan or series of related transactions, assets representing one-half or more of the asset value of the Cablevision Group, or (vi) take any other action or actions that in the aggregate would have the effect that one or more Persons acquire (or have the right to acquire), directly or indirectly, as part of a plan or series of related transactions, stock or equity securities of Cablevision representing a Fifty-Percent Equity Interest in Cablevision.

(b) Nothing in this Section 7 shall be construed to give AMC or any Affiliates of AMC any right to remedies other than indemnification for any increase in the actual Tax liability (and/or decrease in Tax Benefit) of AMC or any Affiliate of AMC that results from Cablevision Group's failure to comply with the covenants and representations in this Section 7.

7.5 Exceptions.

(a) Notwithstanding Section 7.3 above, AMC or any of its Subsidiaries may take a Restricted Action if Cablevision consents in writing to such Restricted Action, or if AMC provides Cablevision with Satisfactory Guidance concluding that such Restricted Action will not alter the Tax-Free Status of the Contribution and Distribution in respect of Cablevision and Cablevision's shareholders.

(b) AMC and each of its Subsidiaries agree that Cablevision and each Cablevision Affiliate are to have no liability for any Tax resulting from any Restricted Actions permitted pursuant to this Section 7.5 and, subject to Section 2.2, agree to indemnify and hold harmless each Cablevision Indemnified Party against any such Tax. AMC shall bear all costs incurred by it, and all reasonable costs incurred by Cablevision, in connection with requesting and/or obtaining any Satisfactory Guidance.

7.6 Injunctive Relief. For the avoidance of doubt, Cablevision shall have the right to seek injunctive relief to prevent AMC or any of its Subsidiaries from taking any action that is not consistent with the covenants of the AMC or any of its Subsidiaries under Section 7.1 or 7.3.

7.7 Further Assurances. For the avoidance of doubt, (i) neither Cablevision nor a member of the Cablevision Group shall take any action on the Distribution Date that would result in an increase of the actual Tax liability (and/or decrease of any Tax Benefit) of AMC or any of its Subsidiaries, other than in the ordinary course of business, except for actions undertaken in connection with the Distribution, which actions are described in the Ruling Request or the Ruling, and (ii) neither AMC nor any of its Subsidiaries shall take any action on the Distribution Date that would result in an increase of the actual Tax liability (and/or decrease of any Tax Benefit) of Cablevision or a member of the Cablevision Group, other than in the ordinary course of business, except for actions undertaken in connection with the Distribution, which actions are described in the Ruling Request or the Ruling.

SECTION 8. General Provisions.

8.1 *Predecessors or Successors.* Any reference to Cablevision, AMC, a Person, or a Subsidiary in this Agreement shall include any predecessors or successors (*e.g.*, by merger or other reorganization, liquidation, conversion, or election under Treasury Regulations Section 301.7701-3) of Cablevision, AMC, such Person, or such Subsidiary, respectively, including within the meaning of Section 355(e)(4)(D) of the Code and the Treasury Regulations promulgated thereunder. For the avoidance of doubt, no member of the Cablevision Group shall be deemed to be a predecessor or successor of AMC and no member of the AMC Group shall be deemed to be a predecessor or successor of Cablevision.

8.2 *Construction.* This Agreement shall constitute the entire agreement (except insofar and to the extent that it specifically and expressly references the Distribution Agreement and any other Ancillary Agreement) between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

8.3 *Ancillary Agreements.* This Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Distribution Agreement or any other Ancillary Agreement.

8.4 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

8.5 *Notices.* All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Cablevision:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: General Counsel

To AMC:

AMC Networks Inc.
11 Penn Plaza
New York, NY 10001
Attention: General Counsel

8.6 *Amendments.* This Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

8.7 *Assignment.* This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided that, subject to compliance with Section 7, if applicable, either Party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such Party so long as such purchaser expressly assumes, in a written instrument in form reasonably satisfactory to the non-assigning Party, the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of the assigning Party to be performed or observed.

8.8 *Successors and Assigns.* The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

8.9 *Change in Law.* Any reference to a provision of the Code or any other Tax Law shall include a reference to any applicable successor provision or law.

8.10 *Authorization, Etc.* Each of the Parties hereto hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of such Party and that the execution, delivery and performance of this Agreement by such Party does not contravene or conflict with any provision of law or the Party's charter or bylaws or any agreement, instrument or order binding such Party.

8.11 *Termination.* This Agreement may be terminated at any time prior to the Distribution by and in the sole discretion of Cablevision without the approval of AMC or the stockholders of Cablevision. In the event of such termination, no Party shall have any liability of any kind to any other Party or any other Person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by the Parties.

8.12 *Subsidiaries.* Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any entity that is contemplated to be a Subsidiary of such Party after the Distribution Date.

8.13 *Third-Party Beneficiaries.* Except with respect to Cablevision Indemnified Parties and AMC Indemnified Parties, and in each case, only where and as indicated herein, this Agreement is solely for the benefit of the Parties and their respective Subsidiaries and Affiliates and should not be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement is not intended to confer upon any AMC Indemnified Parties any rights or remedies against AMC hereunder, and this Agreement is not intended to confer upon any Cablevision Indemnified Parties any rights or remedies against Cablevision hereunder.

8.14 *Titles and Headings.* Titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

8.15 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

8.16 *Waiver of Jury Trial.* The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

8.17 *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8.18 *No Strict Construction; Interpretation.*

(a) Each of Cablevision and AMC acknowledges that this Agreement has been prepared jointly by the Parties hereto and shall not be strictly construed against any Party hereto.

(b) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers as of the date set forth above.

CABLEVISION SYSTEMS CORPORATION

By: _____
Name:
Title:

AMC NETWORKS INC.

By: _____
Name:
Title:

[Signature Page to Tax Disaffiliation Agreement]

EMPLOYEE MATTERS AGREEMENT
by and between
CABLEVISION SYSTEMS CORPORATION
and
AMC NETWORKS INC.

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EMPLOYEE MATTERS AGREEMENT

THIS EMPLOYEE MATTERS AGREEMENT (the "Agreement"), dated as of June _____, 2011, is by and between Cablevision Systems Corporation, a Delaware corporation ("CVC"), and AMC Networks Inc., a Delaware corporation and an indirect subsidiary of CVC ("AMC," and, together with CVC, each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Board of Directors of CVC has determined that it is in the best interests of CVC to separate the AMC Business and the CVC Business (each as defined herein) into two independent public companies, on the terms and subject to the conditions set forth in the Distribution Agreement (as defined below);

WHEREAS, in order to effectuate the foregoing, CVC and AMC have entered into a Distribution Agreement, dated as of [_____, 2011], (the "Distribution Agreement"), pursuant to which and subject to the terms and conditions set forth therein, the AMC Business shall be separated from the CVC Business, and all of the issued and outstanding Class A Common Stock, par value \$0.01 per share, of AMC and Class B Common Stock, par value \$0.01 per share, of AMC (collectively, the "AMC Common Stock") beneficially owned by CVC shall be distributed (the "Distribution") on a pro rata basis to the holders of the issued and outstanding Class A Common Stock, par value \$0.01 per share, of CVC and Class B Common Stock, par value \$0.01 per share, of CVC (collectively, the "CVC Common Stock"); and

WHEREAS, CVC and AMC have agreed to enter into this Agreement for the purposes of allocating Assets and Liabilities (each as defined herein) and setting forth certain responsibilities of each with respect to certain employee compensation and benefit plans, programs and arrangements, and certain employment matters between and among them.

NOW, THEREFORE, in consideration of the premises and of the respective agreements and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Action" means any claim, demand, complaint, charge, action, cause of action, suit, countersuit, arbitration, litigation, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal.

"Agreement" shall have the meaning ascribed thereto in the preamble to this Agreement, including all the exhibits hereto, and all amendments made hereto from time to time.

“AMC” shall have the meaning ascribed thereto in the preamble to this Agreement.

“AMC 401(k) Savings Plan” shall have the meaning ascribed thereto in Section 4.1(a) of this Agreement.

“AMC Allocation” means the amount of assets of the CVC Cash Balance Pension Plan Trust allocated to AMC as of January 1, 2011 as determined in accordance with Section 3.2(b), for the purpose of calculating AMC’s payment to CVC for the unfunded account balances of AMC’s participants in the CVC Cash Balance Pension Plan.

“AMC Actuary” means such actuarial firm as AMC may engage.

“AMC Business” means all businesses and operations conducted by the AMC Group from time to time, whether prior to, at or after the Distribution Date, including the businesses and operations conducted by the AMC Group as more fully described in the AMC Information Statement and excluding the CVC Business.

“AMC CIP” shall have the meaning ascribed thereto in Section 8.1(e)(i) of this Agreement.

“AMC Common Stock” shall have the meaning ascribed thereto in the recitals to this Agreement.

“AMC Dividend Shares” means shares of AMC Class A Common Stock issued as a dividend to the beneficial owners of CVC Restricted Stock in connection with the Distribution and subject to the same conditions and restrictions as the underlying CVC Restricted Stock.

“AMC Employee” means any individual who, immediately following the Distribution Date, will be employed by AMC or any member of the AMC Group in a capacity considered by AMC to be common law employment, including active employees and employees on vacation and approved leaves of absence (including maternity, paternity, family, sick, short-term or long-term disability leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves).

“AMC Excess Savings Plan” shall have the meaning ascribed thereto in Section 5.3(a) of this Agreement.

“AMC Flexible Spending Accounts Plan” shall have the meaning ascribed thereto in Section 6.2 of this Agreement.

“AMC Group” means, as of the Distribution Date, AMC and each of its former and current Subsidiaries (or any predecessor organization thereof), and any corporation or entity that may become part of such Group from time to time thereafter. The AMC Group shall not include any member of the CVC Group.

“AMC Health & Welfare Plans” shall have the meaning ascribed thereto in Section 6.1(a) of this Agreement.

“AMC Information Statement” means the definitive information statement distributed to holders of CVC Common Stock in connection with the Distribution and filed with the SEC as Exhibit 99.1 to the Registration Statement or as an exhibit to a Form 8-K of AMC.

“AMC Liabilities” means all Liabilities assumed or retained by any member of the AMC Group pursuant to this Agreement.

“AMC Option” means an option to buy AMC Class A Common Stock granted pursuant to an AMC Share Plan and granted in connection with the Distribution.

“AMC Participant” means any individual who, immediately following the Distribution Date, is an AMC Employee, a Former AMC Employee or a beneficiary, dependent, an alternate payee or surviving spouse of any of the foregoing.

“AMC Plan” means any Plan sponsored, maintained or contributed to by any member of the AMC Group (other than any CVC Plan), including the AMC 401(k) Savings Plan, AMC Excess Savings Plan, AMC Share Plans, AMC Flexible Spending Accounts Plan and AMC Health & Welfare Plans.

“AMC Retirement Plans” means, collectively, the AMC 401(k) Savings Plan and AMC Excess Savings Plan.

“AMC SAR” means a stock appreciation right with respect to AMC Class A Common Stock granted pursuant to a AMC Share Plan in connection with the Distribution.

“AMC Share Plan” means the AMC Employee Stock Plan, AMC Stock Plan For Non-Employee Directors and any stock plan or stock incentive arrangement, including equity award agreements, entered into by AMC in connection with the Distribution.

“AMC Stock Investment Option” means the unitized stock fund investment option to be offered under the Cablevision 401(k) Savings Plan, with a value based on the value of AMC Class A Common Stock and the cash liquidity component, subject to the limitations set forth in Section 4.2(b).

“AMC Transferee Employee” means any individual who transfers employment from CVC or any member of the CVC Group to AMC or any member of the AMC Group: (i) prior to the Distribution Date, if such transfer is made in contemplation of the Distribution; or (ii) after the Distribution Date.

“Asset” means any right, property or asset, whether real, personal or mixed, tangible or intangible, of any kind, nature and description, whether accrued, contingent or otherwise, and wheresoever situated and whether or not carried or reflected, or required to be carried or reflected, on the books of any Person.

“COBRA” means the continuation coverage requirements for “group health plans” under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Section 4980B of the Code and Sections 601 through 608 of ERISA.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Control” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise.

“CVC” shall have the meaning ascribed thereto in the preamble to this Agreement.

“CVC 401(k) Savings Plan” means the qualified defined contribution plan maintained by CVC and intended to satisfy the qualification requirements and other applicable provisions of the Code as well as the requirements of ERISA and all applicable subsequent legislation.

“CVC Actuary” means the actuary regularly engaged by CVC for the purposes of providing actuarial services relative to the CVC Cash Balance Pension Plan.

“CVC Allocation” means the amount of assets of the CVC Cash Balance Pension Plan Trust allocated to CVC as of January 1, 2011, as determined in accordance with Section 3.2(b) for the purpose of calculating AMC’s payment to CVC for the unfunded account balances of AMC’s participants in the CVC Cash Balance Pension Plan.

“CVC Business” means all businesses and operations conducted by the CVC Group from time to time, whether prior to, at or after the Distribution Date, other than the AMC Business.

“CVC Cash Balance Pension Plan” means the qualified defined benefit pension plan maintained by CVC and intended to satisfy the qualification requirements and other applicable provisions of the Code as well as the requirements of ERISA and all applicable subsequent legislation.

“CVC Cash Balance Pension Plan Trust” means the trust maintained to pay benefits under the CVC Cash Balance Pension Plan.

“CVC CIP” shall have the meaning ascribed thereto in Section 8.1(d)(i) of this Agreement.

“CVC Common Stock” shall have the meaning ascribed thereto in the recitals to this Agreement.

“CVC Director” means any individual who is a current or former director of CVC or any of its subsidiaries as of the Distribution Date.

“CVC Employee” means any individual who, immediately following the Distribution Date, will be employed by CVC or any member of the CVC Group in a capacity considered by CVC to be common law employment, including active employees and employees on vacation

and approved leaves of absence (including maternity, paternity, family, sick, short-term or long-term disability leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves).

“CVC Excess Cash Balance Plan” means the non-qualified deferred compensation plan maintained by CVC for the purpose of permitting certain persons who participate in the CVC Cash Balance Pension Plan to receive benefits in excess of the limitations on benefits imposed by the Code.”

“CVC Excess Savings Plan” means the non-qualified deferred compensation plan maintained by CVC for the purpose of permitting certain persons who participate in the CVC 401(k) Savings Plan to receive contributions equal to amounts in excess of the limitations on contributions imposed on defined contribution plans by the Code.

“CVC Flexible Spending Accounts Plan” shall have the meaning ascribed thereto in Section 6.2 of this Agreement.

“CVC Group” means, as of the Distribution Date, CVC and each of its former and current Subsidiaries (or any predecessor organization thereof), and any corporation or entity that may become part of such Group from time to time thereafter. The CVC Group shall not include any member of the AMC Group.

“CVC Health & Welfare Plans” shall have the meaning ascribed thereto in Section 6.1(a) of this Agreement.

“CVC Liabilities” means all Liabilities assumed or retained by any member of the CVC Group pursuant to this Agreement.

“CVC Long-Term Incentive Plan” means the Cablevision Long-Term Incentive Plan.

“CVC Option” means an option to buy Cablevision Class A Common Stock granted pursuant to a CVC Share Plan (as adjusted for the Distribution) and outstanding as of the Distribution Date.

“CVC Participant” means any individual who, immediately following the Distribution Date, is a CVC Employee, a Former CVC Employee or a CVC Director or a beneficiary, dependent, alternate payee or surviving spouse of any of the foregoing.

“CVC Plan” means any Plan sponsored, maintained or contributed to by CVC or any of its Subsidiaries, including the Cablevision Cash Balance Pension Plan, Cablevision Excess Cash Balance Plan, Cablevision 401(k) Savings Plan, Cablevision Excess Savings Plan, CVC Share Plans, CVC Flexible Spending Accounts Plan, and CVC Health & Welfare Plans.

“CVC Restricted Stock” means unvested restricted shares of Cablevision Class A Common Stock granted pursuant to a CVC Share Plan and outstanding as of the Distribution Date.

“CVC Restricted Stock Agreement” means an agreement by and between CVC and a CVC Employee or an AMC Employee with respect to the grant of CVC Restricted Stock to such CVC Employee or AMC Employee.

“CVC Retirement Plans” means, collectively, the CVC Cash Balance Pension Plan, CVC 401(k) Savings Plan, CVC Excess Cash Balance Plan and CVC Excess Savings Plan.

“CVC RSU” means a restricted stock unit representing an unfunded and unsecured promise to deliver a share of CVC Class A Common Stock, or cash or other property equal in value to the share of CVC Class A Common Stock, that is granted pursuant to a CVC Share Plan and outstanding as of the Distribution Date.

“CVC SAR” means a stock appreciation right with respect to CVC Class A Common Stock granted pursuant to a CVC Share Plan (as adjusted for the Distribution) and outstanding as of the Distribution Date.

“CVC Share Plans” means, collectively, any stock option or stock incentive compensation plan or arrangement, including equity award agreements, maintained before the Distribution Date for employees, officers or non-employee directors of CVC or its Subsidiaries, as amended.

“CVC Stock Investment Option” means the unitized stock fund investment option offered under the CVC 401(k) Savings Plan, with a value based on the value of CVC Common Stock and the cash liquidity component.

“CVC Transferee Employee” means any individual who transfers employment from AMC or any member of the AMC Group to CVC or any member of the CVC Group: (i) prior to the Distribution Date, if such transfer is in contemplation of the Distribution; or (ii) after the Distribution Date.

“Distribution” shall have the meaning ascribed thereto in the recitals to this Agreement, as the same is further described in the Distribution Agreement.

“Distribution Agreement” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Distribution Date” shall have the meaning ascribed thereto in the Distribution Agreement.

“DOL” means the U.S. Department of Labor.

“Effective Date” shall have the meaning ascribed thereto in Section 6.1(a) of this Agreement.

“Equity Compensation” means, collectively, the CVC Options, CVC Restricted Stock, CVC SARs, CVC RSUs, AMC Options, AMC SARs and AMC Dividend Shares.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“First Anniversary” shall have the meaning ascribed thereto in Section 2.3(b)(i) of this Agreement.

“Former AMC Employee” means any former employee of any member of the AMC Group. Any individual who is an employee of any member of the CVC Group on the Distribution Date or a Former CVC Employee shall not be a Former AMC Employee.

“Former CVC Employee” means any former employee of any member of the CVC Group. Any individual who is an employee of any member of the AMC Group on the Distribution Date or a Former AMC Employee shall not be a Former CVC Employee. For the avoidance of doubt, any employee or former employee of Madison Square Garden, Inc. or any of its Subsidiaries shall be considered a Former CVC Employee for all purposes of this Agreement.

“Governmental Authority” means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, the NYSE, NASDAQ or other regulatory, administrative or governmental authority.

“Group” means the AMC Group and/or the CVC Group, as the context requires.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Information” shall mean all information, whether in written, oral, electronic or other tangible or intangible form, stored in any medium, including non-public financial information, studies, reports, records, books, accountants’ work papers, contracts, instruments, flow charts, data, communications by or to attorneys, memos and other materials prepared by attorneys and accountants or under their direction (including attorney work product) and other financial, legal, employee or business information or data.

“IRS” means the U.S. Internal Revenue Service.

“Law” means all laws, statutes and ordinances and all regulations, rules and other pronouncements of Governmental Authorities having the effect of law of the U.S., any foreign country, or any domestic or foreign state, province, commonwealth, city, country, municipality, territory, protectorate, possession or similar instrumentality, or any Governmental Authority thereof.

“Liabilities” means all debts, liabilities, obligations, responsibilities, Losses, damages (whether compensatory, punitive, or treble), fines, penalties and sanctions, absolute or contingent, matured or unmatured, liquidated or unliquidated, foreseen or unforeseen, joint, several or individual, asserted or unasserted, accrued or unaccrued, known or unknown, whenever arising, including without limitation those arising under or in connection with any Law, Action, threatened Action, order or consent decree of any Governmental Authority or any award of any arbitration tribunal, and those arising under any contract, guarantee, commitment or undertaking, whether sought to be imposed by a Governmental Authority, private party, or a

Party, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, and including any costs, expenses, interest, attorneys' fees, disbursements and expense of counsel, expert and consulting fees, fees of third-party administrators and costs related thereto or to the investigation or defense thereof.

"Loss" means any claim, demand, complaint, damages (whether compensatory, punitive, consequential, treble or other), fines, penalties, loss, liability, payment, cost or expense arising out of, relating to or in connection with any Action.

"Minimum Standards" means Section 414(l) of the Code, including such provisions of ERISA as may be incorporated by reference therein, and regulations and other administrative guidance promulgated under Section 414(l) of the Code and provisions of ERISA incorporated therein.

"NASDAQ" means The Nasdaq Stock Market, Inc.

"NYSE" means the New York Stock Exchange, Inc.

"Participating Company," means CVC and any Person (other than a natural person) participating in a CVC Plan.

"Party," and "Parties" shall have the meanings ascribed thereto in the preamble to this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Person" means any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or governmental, or any agency or political subdivision thereof.

"Plan" means, with respect to an entity, each plan, program, arrangement, agreement or commitment that is an employment, consulting, non-competition or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit-sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation rights, restricted stock, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, sick leave, vacation pay, disability or accident insurance plan, corporate-owned or key-man life insurance or other employee benefit plan, program, arrangement, agreement or commitment, including any "employee benefit plan" (as defined in Section 3(3) of ERISA), entered into, sponsored or maintained by such entity (or to which such entity contributes or is required to contribute).

"Subsidiary" has the same meaning as provided in the Distribution Agreement.

"Transition Period" means, with respect to each CVC Plan in which any AMC Group member is a Participating Company, the period of time beginning on the Distribution Date and ending on the calendar day prior to the date AMC establishes a corresponding Plan and allows participation in such Plan.

“Transition Period End Date” means December 31, 2011, except with respect to the CVC 401(k) Savings Plan and the CVC Excess Savings Plan, with respect to which the “Transition Period End Date” shall mean April 30, 2012, in each case as such date may be extended pursuant to Section 2.2 (a) herein.

“U.S.” means the United States of America.

Section 1.2 General Interpretive Principles. Words in the singular shall include the plural and vice versa, and words of one gender shall include the other gender, in each case, as the context requires. The words “hereof,” “herein,” “hereunder,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and references to Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified. Any reference to any federal, state, local or non-U.S. statute or Law shall be deemed to also refer to all rules and regulations promulgated thereunder, unless the context otherwise requires.

ARTICLE II GENERAL PRINCIPLES

Section 2.1 Assumption and Retention of Liabilities; Related Assets.

(a) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, CVC shall, or shall cause one or more members of the CVC Group to, assume or retain and CVC hereby agrees to pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all CVC Plans (provided that, as between CVC and AMC, AMC shall be responsible for certain of such Liabilities as set forth in Section 2.1(b) of this Agreement), (ii) all Liabilities with respect to the employment, retirement, service, termination of employment or termination of service of all CVC Participants and other service providers (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker of any member of the CVC Group or in any other employment, non-employment, or retainer arrangement or relationship with any member of the CVC Group), in each case to the extent arising in connection with or as a result of employment with or the performance of services for any member of the CVC Group, and (iii) any other Liabilities expressly assumed by or retained by CVC or any of its Subsidiaries under this Agreement. For purposes of clarification and the avoidance of doubt, (x) the Liabilities assumed or retained by the CVC Group as provided for in this Section 2.1(a) are intended to be CVC Liabilities as such term is defined in the Distribution Agreement, and (y) the Parties intend that such Liabilities assumed or retained by the CVC Group include the retirement benefits and health and welfare plan benefits under the CVC Plans for all CVC Participants.

(b) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, AMC shall, or shall cause one or more members of the AMC Group to, assume or

retain and AMC hereby agrees to pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all AMC Plans, (ii) all Liabilities with respect to the employment, service, retirement, termination of employment or termination of service of all AMC Participants and other service providers (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker of any member of the AMC Group or in any other employment, non-employment, or retainer arrangement or relationship with any member of the AMC Group), and (iii) any other Liabilities expressly assumed or retained by AMC or any of its Subsidiaries under this Agreement. For purposes of clarification and the avoidance of doubt, the Liabilities assumed or retained by the AMC Group as provided for in this Section 2.1(b) are intended to be AMC Liabilities as such term is defined in the Distribution Agreement.

(c) For all purposes hereof (including without limitation Sections 2.1(a) and 2.1(b): (i) CVC Transferee Employees who transfer to CVC after the Distribution Date shall be deemed to be AMC Participants for all dates prior to the date of transfer and CVC Participants for all dates on or after the date of transfer; and (ii) AMC Transferee Employees who transfer to AMC after the Distribution Date shall be deemed to be CVC Participants for all dates prior to the date of transfer and AMC Participants for all dates on or after the date of transfer.

(d) From time to time after the Distribution, AMC shall promptly reimburse CVC, upon CVC's presentation of such substantiating documentation as AMC shall reasonably request, for the cost of any Liabilities satisfied by CVC or its Subsidiaries that are, or that have been made pursuant to this Agreement, the responsibility of AMC or any of its Subsidiaries. Where applicable, such payment shall be calculated in a manner consistent with past practice.

(e) From time to time after the Distribution, CVC shall promptly reimburse AMC, upon AMC's presentation of such substantiating documentation as CVC shall reasonably request, for the cost of any Liabilities satisfied by AMC or its Subsidiaries that are, or that have been made pursuant to this Agreement, the responsibility of CVC or any of its Subsidiaries.

Section 2.2 AMC Participation in CVC Plans.

(a) During the Transition Period. Except for the CVC Plans described in Articles III, VII and VIII herein, until the Transition Period End Date, AMC and each member of the AMC Group that presently participates in a particular CVC Plan may continue to be a Participating Company in such CVC Plan, and CVC and AMC shall take all necessary action to effectuate each such continuation. AMC and each member of the AMC Group shall pay CVC for any AMC Employee or Former AMC Employee's participation in the CVC Plans. Any such payment shall be calculated in a manner consistent with past practice. The Transition Period with respect to any CVC Plan may be extended if requested by AMC on written notice delivered at least 90 days prior to the Transition Period End Date and consented to by CVC, such consent not to be unreasonably withheld.

(b) After the Transition Period. Except as otherwise expressly provided for in this Agreement, effective as of the Transition Period End Date, AMC and each member of the AMC

Group shall cease to be a Participating Company in the corresponding CVC Plan, and CVC and AMC shall take all necessary action to effectuate each such cessation.

Section 2.3 Service Recognition.

(a) Pre-Distribution Service Credit. AMC shall give each AMC Participant full credit for purposes of eligibility, vesting, determination of level of benefits, and, to the extent applicable, benefit accruals under any AMC Plan for such AMC Participant's service with any member of the CVC Group prior to the Distribution Date to the same extent such service was recognized by the corresponding CVC Plans immediately prior to the Distribution Date; provided, however, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

(b) Post-Distribution Service Crediting for the CVC Retirement Plans and AMC Retirement Plans. Each of CVC and AMC (acting directly or through their respective Subsidiaries) shall cause each of the CVC Retirement Plans and the AMC Retirement Plans, respectively, to provide the following service crediting rules effective as of the Distribution Date:

(i) If a CVC Employee who participates in, or is eligible to participate but as of the one-year anniversary of the Distribution Date (the "First Anniversary") is not participating in, any of the CVC Retirement Plans becomes an AMC Transferee Employee on or after the Distribution Date, but on or before the First Anniversary, and such CVC Employee has been continuously employed by the CVC Group from the Distribution Date through the date such CVC Employee becomes an AMC Transferee Employee, then such CVC Employee's service with the CVC Group following the Distribution Date shall be recognized for purposes of eligibility, vesting and level of benefits under the corresponding AMC Retirement Plans, in each case to the same extent as such CVC Employee's service with the CVC Group was recognized under the corresponding CVC Retirement Plans; provided, however, that if at the time of such transfer the Transition Period with respect to any such AMC Retirement Plan has not yet ended in accordance with the terms hereof, then such AMC Transferee Employee shall continue to participate, or be eligible to participate, in the corresponding CVC Retirement Plan until the end of such Transition Period and the foregoing provisions of this Section 2.3(b)(i) shall be applicable at the time of effectiveness of the applicable AMC Retirement Plan.

(ii) If an AMC Employee who participates in, or is eligible to participate but as of the First Anniversary is not participating in any of the AMC Retirement Plans becomes a CVC Transferee Employee on or after the Distribution Date but on or before the First Anniversary and such AMC Employee is continuously employed by the AMC Group from the Distribution Date through the date such AMC Employee becomes a CVC Transferee Employee, then such AMC Employee's service with the AMC Group following the Distribution Date shall be recognized for purposes of eligibility, vesting and level of benefits under the corresponding CVC Retirement Plans, in each case to the

same extent as such AMC Employee's service with the AMC Group was recognized under the corresponding AMC Retirement Plans.

(iii) Notwithstanding anything in this Agreement to the contrary, the employment service with the CVC Group or the AMC Group shall not be double counted or result in duplicative benefits or service crediting under any CVC or AMC Retirement Plan.

(c) Post-Distribution Service Crediting for the CVC and AMC Health & Welfare Plans.

(i) If a CVC Employee who participates in any of the CVC Health & Welfare Plans becomes an AMC Transferee Employee on or after the Distribution Date, but on or before the First Anniversary, and such CVC Employee has been continuously employed by the CVC Group from the Distribution Date through the date such CVC Employee becomes an AMC Transferee Employee, then such CVC Employee's service with the CVC Group following the Distribution Date shall be recognized for purposes of eligibility under the corresponding AMC Health & Welfare Plans, in each case to the same extent as such CVC Employee's service with the CVC Group was recognized under the corresponding CVC Health & Welfare Plan; provided, however, that if at the time of such transfer the Transition Period with respect to any such AMC Health & Welfare Plan has not yet ended in accordance with the terms hereof, then such AMC Transferee Employee shall continue to participate in the corresponding CVC Health & Welfare Plan until the end of such Transition Period and the foregoing provisions of this Section 2.3(c)(i) shall be applicable at the time of effectiveness of the applicable Health & Welfare Plan.

(ii) If an AMC Employee who participates in any of the AMC Health & Welfare Plans becomes a CVC Transferee Employee on or after the Distribution Date, but on or before the First Anniversary, and such AMC Employee has been continuously employed by the AMC Group from the Distribution Date through the date such AMC Employee becomes a CVC Transferee Employee, then such AMC Employee's service with the AMC Group following the Distribution Date shall be recognized for purposes of eligibility under the corresponding CVC Health & Welfare Plans, in each case to the same extent as such AMC Employee's service with the AMC Group was recognized under the corresponding AMC Health & Welfare Plans.

**ARTICLE III
U.S. QUALIFIED DEFINED BENEFIT PLAN**

Section 3.1 Cash Balance Pension Plan.

(a) Effective as of the later of the Distribution Date or June 20, 2011, AMC Participants will cease to accrue further benefits under the CVC Cash Balance Pension Plan, and CVC and AMC shall take all necessary action to effectuate such cessation.

(b) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, CVC shall, or shall cause one or more members of the CVC Group to, assume or retain and CVC hereby agrees to pay, perform, fulfill and discharge, in due course in full all Liabilities under the CVC Cash Balance Pension Plan. AMC shall pay to CVC an amount in respect of the unfunded liability attributable to AMC Participants in the CVC Cash Balance Pension Plan as provided in Section 3.2(e).

Section 3.2 Treatment of Assets and Liabilities

(a) Valuation of AMC Accrued Benefit Obligation.

(i) The CVC Actuary shall determine the following:

(A) The total accrued benefit obligation as of January 1, 2011 of the CVC Cash Balance Pension Plan taking into account all participants; and

(B) The total accrued benefit obligation as of January 1, 2011, of the CVC Cash Balance Pension Plan taking into account only the AMC Participants.

The accrued benefits determined in accordance with this Section 3.2(a) shall be allocated to the priority categories established under Section 4044 of ERISA, in accordance with the requirements of Section 414(l) of the Code and the regulations thereunder. The actuarial assumptions and methods used to determine the accrued benefit obligations described in subparagraphs (i)(A) and (i)(B) above shall be those described in ERISA Section 4044 and the regulations thereunder. Specifically, PBGC assumptions as of January 1, 2011, as described in Reg. §1.414(l)-1(b)(5)(ii) shall be used.

(ii) The accrued benefit obligations described in subparagraphs (i)(A) and (i)(B) above shall be determined using the same data used to determine the funding target, within the meaning of Section 430(d)(1) of the Code and the regulations thereunder, as of January 1, 2011.

(iii) Upon completion, the CVC Actuary's determinations shall be presented for review and acceptance pursuant to and in accordance with Section 3.2(c) below.

(b) Allocation of Assets.

(i) The CVC Actuary shall determine:

(A) The AMC Allocation, which shall be determined taking into account only the CVC Cash Balance Pension Plan Liability of AMC Participants; and

(B) The CVC Allocation, which shall be determined taking into account only the CVC Cash Balance Pension Plan Liability of all participants other than AMC Participants.

(ii) In making the foregoing determinations, the CVC Actuary shall apply the Minimum Standards, so that the AMC Allocation and the CVC Allocation shall each comply with the regulations under Section 414(l) of the Code, and the AMC Allocation shall not exceed the amount required to comply with the Minimum Standards.

(c) Final Asset Calculation.

(i) The AMC Allocation as determined in Section 3.2(b) above shall be adjusted as follows:

(A) Increased or decreased to reflect a proportional amount of investment gains or losses from January 1, 2011 to the last day of the month of the Distribution Date; and

(B) Decreased by the full amount of benefits paid to or in connection with AMC Participants by the CVC Cash Balance Pension Plan during the period from January 1, 2011 to the last day of the month of the Distribution Date; and

(C) Increased by the vested account balances for employees who transfer from CVC to AMC during the period from January 1, 2011 to the last day of the month of the Distribution Date;

(D) Decreased by the vested account balances for employees who transfer from AMC to CVC during the period from January 1, 2011 to the last day of the month of the Distribution Date; and

(E) Decreased by the amount of any administrative expenses paid or accrued by the CVC Cash Balance Pension Plan Trust on behalf of AMC Participants during the period from January 1, 2011 to the last day of the month of the Distribution Date.

(d) Review Procedure.

(i) The CVC Actuary shall provide its final determinations under Section 3.2(a), (b) and (c) as soon as practicable after the Distribution Date in writing to CVC, AMC and the AMC Actuary. Unless otherwise mutually agreed by CVC and AMC, AMC and the AMC Actuary shall have a period of 90 days from the date of delivery of the CVC Actuary's final determinations to review such determinations, and, during such time, CVC and the CVC Actuary shall make available such additional related information and analysis as AMC may reasonably request.

(ii) If AMC does not object to the CVC Actuary's final determinations under Section 3.2 (a), (b) and (c) above within 90 days of provision of such determinations, then the valuation of Liabilities and allocation of assets shall be final and binding upon the parties.

(iii) If AMC objects, in whole or in part, to any or all of the CVC Actuary's final determinations under Section 3.2 (a), (b) and (c) above, CVC and AMC shall engage in good-faith negotiations to resolve the objection or objections. If any objections cannot be resolved, the parties shall cooperate to hire an independent actuary who will make a final determination on the objections presented. The fees and expenses of the independent actuary shall be borne equally between the parties.

(e) AMC Payment to CVC. Upon agreement of all calculations, pursuant to Section 3.2(d) above, between CVC and AMC, AMC will promptly provide payment to CVC of an amount equal to:

- (i) The total CVC Cash Balance Pension Plan account balances for AMC Participants determined as of the last day of the month of the Distribution Date, minus
- (ii) AMC Allocation of Assets as of the last day of the month of the Distribution Date as determined in accordance with Sections 3.2(c), minus
- (iii) Any payments AMC remits or has an obligation to remit to CVC for AMC's participation during 2011 in the CVC Cash Balance Pension Plan.

Section 3.3 Separation from Service. The transactions provided for under the Distribution Agreement shall constitute a separation from service or a termination of employment for AMC Participants under the CVC Cash Balance Pension Plan and CVC shall provide that distribution of retirement benefits shall be made to any AMC Employee who requests such distribution on account of these transactions.

**ARTICLE IV
U.S. QUALIFIED DEFINED CONTRIBUTION PLANS**

Section 4.1 The AMC 401(k) Savings Plan.

(a) Establishment of the AMC 401(k) Savings Plan. Effective as of the day following the Transition Period End Date for the CVC 401(k) Savings Plan, AMC shall establish a defined contribution plan and trust for the benefit of AMC Participants (the "AMC 401(k) Savings Plan") who immediately prior to the day following such Transition Period End Date were participants in, or entitled to, future benefits under the CVC 401(k) Savings Plan. AMC shall be responsible for taking all necessary, reasonable and appropriate action to establish, maintain and administer the AMC 401(k) Savings Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt under Section 501(a) of the Code. Notwithstanding the above, until the Transition Period End Date, all benefits payable to AMC Participants shall be paid from the CVC 401(k) Savings Plan and AMC will continue to withhold AMC Employee contributions, and fund matching contributions for AMC Employees and pay CVC the administrative and other expenses for the payment of such benefits. Any such payments shall be calculated in a manner consistent with past practice.

(b) Transfer of CVC 401(k) Savings Plan Assets. As soon as reasonably practicable following the Transition Period End Date, (i) CVC shall cause the accounts (including any outstanding loan balances and forfeitures) in the CVC 401(k) Savings Plan attributable to AMC Participants and all of the Assets in the CVC 401(k) Savings Plan related thereto to be transferred to the AMC 401(k) Savings Plan, and (ii) AMC shall cause the AMC 401(k) Savings Plan to accept such transfer of accounts and underlying Assets and, effective as of the date of such transfer, to assume and to fully perform, pay and discharge all Liabilities of the CVC 401(k) Savings Plan relating to the accounts of AMC Participants as of the day following such

Transition Period End Date. The transfer of Assets shall be conducted in accordance with Sections 414(l) of the Code and the regulations thereunder.

(c) Continuation of Elections. As of the effective date of the AMC 401(k) Savings Plan, AMC (acting directly or through its Subsidiaries) shall cause the AMC 401(k) Savings Plan to recognize and maintain all elections, including deferral and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to AMC Participants under the CVC 401(k) Savings Plan for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent such election or designation was made under the CVC 401(k) Savings Plan.

Section 4.2 Stock Investment Options.

(a) No deferrals, employee contributions, employer contributions or exchanges into the CVC Stock Investment Option shall be permitted to be made by AMC Participants following the Distribution Date.

(b) The CVC 401(k) Savings Plan will be amended as of the Distribution Date to: (i) create an AMC Stock Investment Option; (ii) enable the AMC Stock Investment Option to receive shares of AMC Class A Common Stock to be distributed in the Distribution on behalf of CVC 401(k) Savings Plan participants; and (iii) provide that, following the Distribution, no new amounts may be contributed to an AMC Stock Investment Option, whether through employee contributions, employer contributions or exchanges.

**ARTICLE V
NONQUALIFIED PLANS**

Section 5.1 Excess Cash Balance Pension Plan.

(a) Effective as of the Distribution Date, AMC Participants will cease participation in the CVC Excess Cash Balance Plan, and CVC and AMC shall take all necessary action to effectuate such cessation.

(b) As of the Distribution Date, AMC shall assume the Liabilities of the CVC Excess Cash Balance Plan relating to AMC Participants. Such Liabilities relating to AMC Participants will be transferred to the CVC Excess Savings Plan and assumed by AMC as of the Distribution Date. CVC will pay to AMC, as soon as practicable after the Distribution Date, an amount equal to CVC's good faith estimate of the amount paid by AMC to CVC for the pension expense accrued under the CVC Excess Cash Balance Plan (less payments made directly to former participants) during the period from January 1, 2001 through the Distribution Date.

Section 5.2 No Separation from Service. The transactions provided for under the Distribution Agreement shall not constitute a separation from service or a termination of employment under the CVC Excess Cash Balance Plan and no distribution of retirement benefits shall be made to any AMC Employee on account of these transactions.

Section 5.3 Excess Savings Plan.

(a) **Establishment of the AMC Excess Savings Plan.** Effective as of the day following the Transition Period End Date for the CVC Excess Savings Plan, AMC shall establish a defined contribution plan for the benefit of AMC Participants (the "**AMC Excess Savings Plan**") who immediately prior to the day following such Transition Period End Date were participants in, or entitled to, future benefits under the CVC Excess Savings Plan. Until the Transition Period End Date, AMC will withhold AMC Employee contributions, track matching contributions for AMC Employees and AMC will pay CVC the administrative and other expenses for the payment of such benefits. Any such payment shall be calculated in a manner consistent with past practice.

(b) **Transfer of CVC Excess Savings Plan Accounts.** As soon as reasonably practicable following the Transition Period End Date, CVC shall cause the accounts in the CVC Excess Savings Plan (including, without limitation, the amounts transferred to the CVC Excess Savings Plan pursuant to Section 5.1(b) hereof) attributable to AMC Participants to be transferred to the AMC Excess Savings Plan and AMC shall cause the AMC Excess Savings Plan to accept such transfer of accounts and to assume and to fully perform, pay and discharge all Liabilities of the CVC Excess Savings Plan relating to the accounts of AMC Participants as of the day following such Transition Period End Date.

(c) **Continuation of Elections.** As of the effective date of the AMC Excess Savings Plan, AMC (acting directly or through its Subsidiaries) shall cause the AMC Excess Savings Plan to recognize and maintain all elections, including deferral elections and beneficiary designations with respect to AMC Participants under the CVC Excess Savings Plan for the remainder of the period or periods for which such elections or designations are by their original terms applicable, to the extent such election or designation was made under the AMC Excess Savings Plan.

Section 5.4 Excess Savings Plan Payment. The Parties agree that, as soon as practicable after the Distribution Date, CVC will pay to AMC the total of the account balances of all AMC Participants in the CVC Excess Savings Plan as of the Distribution Date, excluding the balances associated with any amounts transferred from the CVC Excess Pension Plan in accordance with Section 5.1(b) above.

Section 5.5 No Separation from Service. The transactions provided for under the Distribution Agreement shall not constitute a separation from service or a termination of employment under the CVC Excess Savings Plan or the AMC Excess Savings Plan and shall provide that no distribution of retirement benefits shall be made to any AMC Employee on account of these transactions.

Section 5.6 Transferred Employees. Individuals who become AMC Transferee Employees between the Distribution Date and the First Anniversary will not be eligible for an immediate distribution of their account balance from the CVC Excess Pension Plan or the CVC Excess Savings Plan. Any such account balance in the CVC Excess Pension Plan and/or CVC Excess Savings Plan relating to AMC Participants shall be transferred to the CVC Excess

Savings Plan or, if subsequent to the Transition Period End Date, the AMC Excess Savings Plan. CVC shall pay AMC an amount equal to the CVC Excess Pension Plan vested account balance and/or CVC Excess Savings Plan vested account balance of the AMC Transferee Employees as of the transfer date within 60 days of the transfer date. Individuals who become CVC Transferee Employees between the Distribution Date and the First Anniversary will not be eligible for an immediate distribution of their account balance from the CVC Excess Savings Plan or the AMC Excess Savings Plan, if applicable. Any such account balance in the AMC Excess Savings Plan, if applicable, relating to CVC Participants shall be transferred to the CVC Excess Savings Plan. AMC shall pay CVC an amount equal to the CVC Excess Savings Plan vested account balance or the AMC Excess Savings Plan vested account balance, if applicable of the CVC Transferee Employees as of the transfer date within 60 days of the transfer date.

ARTICLE VI
U.S. HEALTH AND WELFARE PLANS

Section 6.1 Health and Welfare Plans Maintained by CVC Prior to the Distribution Date.

(a) Establishment of the AMC Health & Welfare Plans. CVC or one or more of its Subsidiaries maintain each of the health and welfare plans set forth on Exhibit A attached hereto (the "CVC Health & Welfare Plans") for the benefit of eligible CVC Participants and AMC Participants. Effective as of January 1, 2012, or if later, the applicable Transition Period End Date (the "Effective Date"), AMC shall, or shall cause one of its Subsidiaries to, adopt corresponding or substantially similar health and welfare plans for the benefit of eligible AMC Participants (collectively, the "AMC Health & Welfare Plans").

(b) Terms of Participation in AMC Health & Welfare Plans. AMC (acting directly or through its Subsidiaries) shall cause all AMC Health & Welfare Plans, if applicable, to (i) waive all limitations as to pre-existing conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to AMC Participants, other than limitations that were in effect with respect to AMC Participants immediately prior to the Effective Date, (ii) provide credit for any deductible, out-of-pocket maximum, and co-payment incurred by AMC Participants under the CVC Health & Welfare Plans in which they participated immediately prior to the Effective Date, in satisfying any applicable deductible or out-of-pocket requirements under any AMC Health & Welfare Plans during the same plan year in which such deductible, out-of-pocket maximums and co-payments were made, (iii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to an AMC Participant immediately prior to the Effective Date to the extent such AMC Participant had satisfied any similar limitation under the analogous CVC Health & Welfare Plan, and (iv) in the case of self-insured AMC Health & Welfare Plans, provide credit for all benefits paid to AMC Participants under the CVC Health & Welfare Plans for purposes of determining when such persons have reached their annual and lifetime maximums under the AMC Health & Welfare Plan. Notwithstanding the foregoing, in the event that any AMC Participant is confined to a facility for treatment as of the Effective Date, such persons nevertheless shall become covered under AMC Health & Welfare Plans as of such date, and shall cease being covered under CVC Health & Welfare Plans as of such date.

(c) **Post-Distribution Employee Transfers.** Notwithstanding anything herein to the contrary, with respect to any CVC Employee who becomes an AMC Transferee Employee during the period from the Transition Period End Date until the First Anniversary, AMC shall cause the AMC Health & Welfare Plans to (i) waive all limitations as to pre-existing conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to such individual, other than limitations that were in effect with respect to AMC Participants at the time of the individual's transfer, (ii) provide credit for any deductible, out-of-pocket maximum, and co-payment incurred by such individual under the CVC Health & Welfare Plans in which he or she participated immediately prior to the transfer, in satisfying any applicable deductible or out-of-pocket requirements under any AMC Health & Welfare Plans during the same plan year in which such deductible, out-of-pocket maximums and co-payments were made, (iii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to the individual immediately prior to the transfer to the extent such individual had satisfied any similar limitation under the analogous CVC Health & Welfare Plan, and (iv) provide credit for all benefits paid to the individual under the CVC Health & Welfare Plans for purposes of determining when such individual has reached his or her annual and lifetime maximums under the analogous AMC Health & Welfare Plans; provided, however, that if at the time of such transfer the Transition Period with respect to any such AMC Health & Welfare Plan has not yet ended in accordance with the terms hereof, then such AMC Transferee Employee shall continue to participate in the corresponding CVC Health & Welfare Plan until the end of such Transition Period and the foregoing provisions of this Section 6.1(c) shall be applicable at the time of effectiveness of the applicable AMC Retirement Plan. With respect to any AMC Employee who becomes a CVC Transferee Employee during the period from the Transition Period End Date until the First Anniversary, CVC shall cause the CVC Health & Welfare Plans to (i) waive all limitations as to pre-existing conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to such individual, other than limitations that were in effect with respect to CVC Participants at the time of the individual's transfer, (ii) provide credit for any deductible, out-of-pocket maximum, and co-payment incurred by such individual under the AMC Health & Welfare Plans in which he or she participated immediately prior to the transfer, in satisfying any applicable deductible or out-of-pocket requirements under any CVC Health & Welfare Plans during the same plan year in which such deductible, out-of-pocket maximums and co-payments were made, (iii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to the individual immediately prior to the transfer to the extent such individual had satisfied any similar limitation under the analogous AMC Health & Welfare Plan, and (iv) provide credit for all benefits paid to the individual under the AMC Health & Welfare Plans for purposes of determining when such individual has reached his or her annual and lifetime maximums under the analogous CVC Health & Welfare Plans.

Section 6.2 Flexible Spending Accounts Plan. As of the Effective Date, AMC (acting directly or through its Subsidiaries) shall establish a flexible spending accounts plan (the "AMC Flexible Spending Accounts Plan") with features that are comparable to those contained in the flexible spending accounts plan maintained by CVC for the benefit of AMC Participants immediately prior to the Effective Date (the "CVC Flexible Spending Accounts Plan"). Following the Effective Date, AMC Participants in the CVC Flexible Spending Accounts Plan for the 2011 plan year may submit, for reimbursement in accordance with the CVC Flexible

Spending Accounts Plan, claims for health costs incurred during the 2011 plan year and any applicable grace period thereafter, and CVC shall be responsible for the payment of such claims. AMC shall be entitled to retain the net positive balance, if any, of the AMC Participants' flexible spending accounts from the Transition Period End Date. AMC shall pay to CVC the net negative balance, if any, of the AMC Participants' flexible spending accounts from the 2011 plan year. As of the Effective Date, AMC shall be responsible for administering all reimbursement claims of AMC Participants under the AMC Flexible Spending Account Plan.

Section 6.3 Legal Plan. Any case initiated by an AMC Participant under the Cablevision Group Legal Plan prior to the Effective Date will continue under such plan until its completion regardless of whether the AMC Participant enrolls in the AMC Group Legal Plan after the Effective Date.

Section 6.4 COBRA and HIPAA. As of the Effective Date, AMC (acting directly or through its Subsidiaries) shall assume, or shall have caused the AMC Health & Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to AMC Participants who, as of the day prior to the Effective Date, were covered under a CVC Health & Welfare Plan pursuant to COBRA or were eligible for COBRA under a CVC Health & Welfare Plan and incur any COBRA claims after the Effective Date. CVC shall be responsible for the claims incurred by AMC Participants prior to the Effective Date, regardless of whether payments for such claims are made or due after the Effective Date. CVC (acting directly or through its Subsidiaries) shall be responsible for administering compliance with the certificate of creditable coverage requirements of HIPAA applicable to the CVC Health & Welfare Plans with respect to AMC Participants for the period ending on the Effective Date. The Parties hereto agree that neither the Distribution nor any transfers of employment directly from the CVC Group to the AMC Group or directly from the AMC Group to the CVC Group that occur before the Effective Date shall constitute a COBRA "qualifying event" for purposes of COBRA.

Section 6.5 Liabilities.

(a) **Insured Benefits.** With respect to employee welfare and fringe benefits that are provided through the purchase of insurance, CVC shall cause the CVC Health & Welfare Plans to fully perform, pay and discharge all claims of AMC Participants that are incurred prior to the Effective Date (whether reported or unreported by the Effective Date) for the CVC Health & Welfare Plans, and AMC shall cause the AMC Health & Welfare Plans to fully perform, pay and discharge all claims of AMC Participants that are incurred on or after the Effective Date. With respect to claims of AMC Participants that are incurred prior to the Effective Date (whether reported or unreported by the Effective Date) and paid by the CVC Health & Welfare Plans, AMC, as a Participating Company, shall pay CVC for any administrative or other expenses. Any such payments shall be calculated in a manner consistent with past practice.

(i) **Long-Term Disability.** Any AMC Participant who is on long-term disability leave and receiving long-term disability benefits under the Cablevision Long Term Disability Plan as of the Effective Date shall continue to receive

benefits under the Cablevision Long Term Disability Plan in accordance with the provisions of such Plan following the Effective Date.

(ii) Cablevision Executive Life. Effective as of the Distribution Date, AMC shall assume responsibility for all Liabilities, and fully perform, pay or discharge all Liabilities when such Liabilities become due, relating to any payments of premiums with respect to the continued participation of AMC Employees, other than those employed by both CVC and AMC, who participate in the Cablevision Executive Life Insurance program, and CVC shall have no obligations with respect to any such payments.

(b) Self-Insured Benefits. With respect to employee welfare and fringe benefits that are provided on a self-insured basis, except as otherwise provided herein, AMC (acting directly or through its Subsidiaries) shall cause the AMC Health & Welfare Plans to fully perform, pay and discharge all claims of AMC Participants after the Effective Date that are incurred on or after the Effective Date. AMC shall reimburse CVC for the administrative and other expenses related to self-insured benefit claims paid by the CVC Health & Welfare Plans or CVC that were incurred prior to the Effective Date (whether reported or unreported by the Effective Date). Any such payments shall be calculated in a manner consistent with past practice.

(i) Short-Term Disability.

(A) Any AMC Participant who is on short-term disability leave and receiving short-term disability benefits under the Cablevision Short-Term Disability Program as of the Effective Date shall continue to receive short-term disability benefits under the Cablevision Short-Term Disability Program. AMC, as a Participating Company, shall reimburse CVC for all administrative and other expenses paid by the Cablevision Short-Term Disability Program or CVC after the Effective Date. Any such payments shall be calculated in a manner consistent with past practice. AMC shall continue to pay any short-term disability benefits owed to an AMC Participant under the Cablevision Short-Term Disability Program, if and to the extent consistent with past practice.

(B) Any AMC Participant who is on a short-term disability leave as of the Effective Date, and who but for the transactions contemplated under the Distribution Agreement would have become eligible for long-term disability benefits in accordance with the provisions of the Cablevision Long Term Disability Plan, will continue to be eligible for long-term disability benefits under the Cablevision Long Term Disability Plan.

(c) Incurred Claim Definition. For purposes of this Section 6.5, a claim or Liability is deemed to be incurred (i) with respect to medical, dental, vision and/or prescription drug benefits, upon the rendering of health services or provision of supplies giving rise to such claim or

Liability; (ii) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or Liability; (iii) with respect to disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or Liability; and (iv) with respect to a period of continuous hospitalization (or any medical or other service or supply performed or provided during the period of continuous hospitalization), upon the date of admission to the hospital.

Section 6.6 Time-Off Benefits. AMC shall credit each AMC Participant with the amount of accrued but unused vacation time, sick time and other time-off benefits as such AMC Participant had with the CVC Group as of the Distribution Date or as of an employee's transfer date for an individual who becomes an AMC Transferee Employee prior to the First Anniversary. CVC shall promptly reimburse AMC for the value of such transferred employee's unused vacation time, sick time and other time-off benefits credited by AMC, up to the maximum payout amount for each such participant. CVC shall credit each CVC Participant with the amount of accrued but unused vacation time, sick time and other time-off benefits as of an employee's transfer date for an individual who becomes a CVC Transferee Employee prior to the First Anniversary. AMC shall promptly reimburse CVC for the value of such transferred employee's unused vacation time, sick time and other time-off benefits credited by CVC, up to the maximum payout amount for each such participant. Notwithstanding the above, AMC shall not be required to credit any AMC Participant and CVC shall not be required to credit any CVC Participant with any accrual to the extent that a benefit attributable to such vacation time, sick time or other time-off benefit is paid out by the CVC Group or AMC Group, respectively.

Section 6.7 Severance Pay Plans. The Parties acknowledge and agree that the transactions contemplated by the Distribution Agreement will not constitute a termination of employment of any AMC Participant for purposes of any policy, plan, program or agreement of CVC or AMC or any member of the CVC Group or AMC Group that provides for the payment of severance, separation pay, salary continuation or similar benefits in the event of a termination of employment.

ARTICLE VII EQUITY COMPENSATION

Section 7.1 Equity Compensation. The Parties, including through instructions with their respective administrators and recordkeepers, shall use commercially reasonable efforts and shall cooperate in good faith and act promptly to provide all information and take all other actions reasonably necessary or appropriate for the adjustment of the Equity Compensation under the CVC Share Plans, for the issuance of the Equity Compensation under the AMC Share Plans, and to coordinate the tax treatment of such Equity Compensation as set forth in this Article VII, all in a manner consistent with the resolutions adopted by the Cablevision Compensation Committee in connection with the Distribution, the provisions of the CVC Restricted Stock Agreements entered into in 2011 and the provisions of this Article VII.

Section 7.2 Forfeiture of CVC Restricted Stock.

(a) CVC Restricted Stock. If a holder of CVC Restricted Stock forfeits such restricted stock pursuant to the terms of the applicable CVC Restricted Stock Agreement, the

parties shall ensure that the appropriate transfer agent promptly returns the forfeited stock to CVC. For the avoidance of doubt, forfeited CVC Restricted Stock held by an AMC Employee or Former AMC Employee shall be returned to CVC without any reimbursement by CVC to AMC for such forfeited restricted stock.

- (b) AMC Dividend Shares. If a holder of CVC Restricted Stock outstanding as of the Distribution Date forfeits such CVC Restricted Stock and therefore forfeits the accompanying AMC Dividend Shares, the parties shall ensure that the appropriate transfer agent returns the forfeited AMC Dividend Shares to AMC. For the avoidance of doubt, forfeited AMC Dividend Shares held by a CVC Employee or Former CVC Employee shall be delivered to AMC without any reimbursement by AMC to CVC for such forfeited AMC Dividend Shares.

Section 7.3 Taxes and Withholding

(a) Options.

(i) Exercise Price.

(A) Upon the exercise of a CVC Option, whether by a CVC Employee, Former CVC Employee, AMC Employee or Former AMC Employee, the parties shall take steps to ensure that the applicable stock plan administrator delivers cash in an amount equal to the exercise price, rounded up to the nearest whole penny, to CVC, or, in the case of exercises by an AMC Employee or Former AMC Employee, to AMC, which shall promptly deliver such payment to CVC.

(B) Upon the exercise of an AMC Option, whether by a CVC Employee, Former CVC Employee, AMC Employee or Former AMC Employee, the parties shall take steps to ensure that the applicable stock plan administrator delivers cash in an amount equal to the exercise price, rounded up to the nearest whole penny, to AMC, or, in the case of exercises by a CVC Employee or Former CVC Employee, to CVC, which shall promptly deliver such payment to AMC.

(ii) Taxes.

(A) Upon exercise of a CVC Option or AMC Option by any holder other than a CVC Director, the employer or former employer of such holder shall fund and be liable to the applicable Governmental Authority for any employer taxes.

(B) Upon exercise of a CVC Option or AMC Option by any holder other than a CVC Director, the parties shall take steps to ensure that the applicable stock plan administrator sells CVC Common Stock or AMC Common Stock, as applicable, in an amount equal to the required withholding amount and remits such amount to the employer or former employer of such holder.

(C) CVC will be responsible for any tax reporting obligations associated with any CVC Options outstanding as of the Distribution Date that are exercised by a CVC Director.

(b) SARs.

(i) Settlement.

(A) As of the Distribution Date, CVC shall be responsible for all Liabilities under CVC SARs and AMC SARs held by CVC Employees or Former CVC Employees. CVC shall settle such CVC SARs or AMC SARs upon vesting.

(B) As of the Distribution Date, AMC shall assume responsibility for all Liabilities under CVC SARs and AMC SARs held by AMC Employees or Former AMC Employees. AMC shall settle such CVC SARs and AMC SARs upon vesting.

(ii) Taxes.

(A) Upon exercise of a CVC SAR or AMC SAR by any holder, the employer or former employer of such holder shall fund and be liable to the applicable Governmental Authority for any employer taxes.

(B) Upon exercise of a CVC SAR or AMC SAR by any holder, the parties shall take steps to ensure that the applicable stock plan administrator delivers the applicable withholding amount to the employer or former employer of such holder.

(c) Restricted Stock.

(i) CVC Restricted Stock. Upon vesting of CVC Restricted Stock with respect to any holder, CVC will net share settle such restricted stock. If the holder is an AMC Employee or Former AMC Employee, CVC will cause the cash payments associated with the net settlement to be delivered promptly to AMC in order for AMC to satisfy the associated employee withholding obligation. The employer or former employer of the holder shall fund and be liable to the applicable Governmental Authority for any employer taxes with respect to the CVC Restricted Stock.

(ii) AMC Dividend Shares. Upon vesting of CVC Restricted Stock with respect to any holder, AMC will net share settle the associated AMC Dividend Shares. If the holder is a CVC Employee or Former CVC Employee, AMC will cause the cash payments associated with the net settlement to be delivered promptly to CVC in order for CVC to satisfy the associated employee withholding obligation. The employer or former employer of the holder shall fund and be liable to the applicable Governmental Authority for any employer taxes with respect to the AMC Dividend Shares.

(d) Dividends Payable on Options, SARs or Restricted Stock.

(i) CVC shall fund any accrued dividends with respect to CVC Options, CVC SARs or CVC Restricted Stock. CVC shall fund any dividends accrued as of the Distribution Date with respect to AMC Options or AMC SARs. To the extent a holder is an AMC Employee or Former AMC Employee, CVC shall be responsible for remitting to AMC the amount of such dividends, and AMC shall be responsible for collecting any applicable employee withholding tax amounts with respect to such dividends.

(ii) For dividends accrued with respect to CVC Options, CVC SARs, AMC Options, AMC SARs or CVC Restricted Stock, the employer or former employer of the holder shall fund and be liable to the applicable Governmental Authority for any employer taxes.

(e) Restricted Stock Units.

(i) Settlement. As of the Distribution Date, CVC shall be responsible for all Liabilities under CVC RSUs that are outstanding as of the Distribution Date and held by CVC Directors. CVC shall settle, and satisfy any dividend obligations with respect to, such CVC RSUs in accordance with the terms of the Cablevision Systems Corporation 2006 Stock Plan for Non-Employee Directors.

(ii) Taxes. Upon settlement of any CVC RSU that is outstanding as of the Distribution Date and held by a CVC Director, CVC will be responsible for any associated tax reporting obligations.

(f) Tax Deductions. With respect to the Equity Compensation held by individuals who are CVC Employees or CVC Directors at the time the Equity Compensation becomes taxable and individuals who are Former CVC Employees at such time, CVC shall claim any federal, state and/or local tax deductions after the Distribution Date, and AMC shall not claim such deductions. With respect to the Equity Compensation held by individuals who are employees of the AMC Group at the time the Equity Compensation becomes taxable and individuals who are Former AMC Employees at such time, AMC shall claim any federal, state and/or local tax deductions after the Distribution Date, and CVC shall not claim such deductions. If either CVC or AMC determines in its reasonable judgment that there is a substantial likelihood that a tax deduction that was assigned to CVC or AMC pursuant to this Section 7.3 will instead be available only to the other party (whether as a result of a determination by the IRS, a change in the Code or the regulations or guidance thereunder, or otherwise), it will notify the other party and both parties will negotiate in good faith to resolve the issue in accordance with the following principle. The party entitled to the deduction shall pay to the other party an amount that places the other party in a financial position equivalent to the financial position the party would have been in had the party received the deduction as intended under this Section 7.3. Such amount shall be paid within 90 days of filing the last tax return necessary to make the determination described in the preceding sentence.

Section 7.4 Cooperation. In addition to any cooperation principles governed by Article X, if, after the Distribution Date, CVC or AMC identify an administrative error in the individuals identified as holding Equity Compensation, the amount of Equity Compensation so held, the vesting level of such Equity Compensation, or any other similar error, CVC and AMC shall mutually cooperate in taking such actions as are necessary or appropriate to place, as nearly as reasonably practicable, the individual and CVC and AMC in the position in which they would have been had the error not occurred. Each of the Parties shall establish an appropriate administration system in order to handle, in an orderly manner, exercises of CVC Options, AMC Options, CVC SARs and AMC SARs and the settlement of CVC Restricted Stock and AMC Dividend Shares. Each of the Parties will work together to unify and consolidate all indicative data and payroll and employment information on regular timetables and make certain that each applicable entity's data and records with respect to Equity Compensation are correct and updated on a timely basis. The foregoing shall include employment status and information required for tax withholding/remittance, compliance with trading windows and compliance with the requirements of the Securities Exchange Act of 1934 and other applicable Laws.

Section 7.5 SEC Registration. The Parties mutually agree to use commercially reasonable efforts to maintain effective registration statements with the Securities and Exchange Commission with respect to the long-term incentive awards to the extent any such registration statement is required by applicable Law.

Section 7.6 Savings Clause. The Parties hereby acknowledge that the provisions of this Article VII are intended to achieve certain tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

ARTICLE VIII ADDITIONAL COMPENSATION AND BENEFITS MATTERS

Section 8.1 Cash Incentive Awards.

(a) Cooperation.

(i) In addition to the provisions of Section 10.1 and 10.2, the Parties shall use commercially reasonable efforts and shall cooperate in good faith and act promptly to provide all information and to take all other actions reasonably necessary or appropriate to achieve the treatment of annual or long-term cash incentive awards established under the 2006 Cablevision Cash Incentive Plan (or the comparable non-executive annual incentive plan maintained by CVC) or the CVC Long-Term Incentive Plan as approved by the Cablevision Compensation Committee prior to the Distribution in accordance with the terms of such Plans and the award agreements issued thereunder, including as set forth in this Section 8.1.

(ii) CVC agrees to provide AMC, as of June 30, 2011, a statement of the then-currently accrued amount of long-term cash incentive payments with respect to long-term cash incentive awards outstanding as of the Distribution Date, that are expected to

be payable to AMC Participants. CVC will thereafter provide, on a quarterly basis, the anticipated payout percentage with respect to such awards.

(b) Liability.

(i) Effective as of the Distribution Date and subject to Section 8.2(c), AMC shall assume or retain, as applicable, responsibilities for all Liabilities, and fully perform, pay and discharge all Liabilities when such Liabilities become due, relating to any annual or long-term cash incentive awards, or portion of any such incentive awards, established under the 2006 Cablevision Cash Incentive Plan (or the comparable non-executive annual incentive plan maintained by CVC) or the CVC Long Term Incentive Plan that any AMC Participant is eligible to receive with respect to any performance period that ends on, before or after the Distribution Date and, effective as of the Distribution Date, CVC shall have no obligations with respect to any such incentive awards.

(ii) CVC acknowledges and agrees that, except as otherwise provided herein, it shall have full responsibility with respect to any Liabilities and the payment or performance of any obligations arising out of or relating to any incentive, commission or other similar compensatory arrangement previously provided by any member of the CVC Group or AMC Group to any CVC Participant.

(iii) AMC acknowledges and agrees that, except as otherwise provided herein, it shall have full responsibility with respect to any Liabilities and the payment or performance of any obligations arising out of or relating to any incentive, commission or other similar compensatory arrangement previously provided by any member of the CVC Group or AMC Group to any AMC Participant.

(d) CVC Transferred Employees. Notwithstanding anything to the contrary herein, the following provisions shall apply with respect to any CVC Employee that becomes an AMC Transferee Employee on or after the Distribution Date (or in advance of the Distribution Date if such transfer was in connection with the Distribution) and before the First Anniversary:

(i) CVC shall pay to AMC (A) any unpaid annual cash incentive award established under the 2006 Cablevision Cash Incentive Plan (the "CVC CIP"), or the comparable non-executive annual incentive plan maintained by CVC for the calendar year prior to the year in which the transfer occurs, and (B) a pro-rata portion of any annual cash incentive award established under the CVC CIP or the comparable non-executive annual incentive plan maintained by CVC for the calendar year in which the transfer occurs, based upon the number of days in the applicable calendar year prior to the transfer. Such amount shall be based on the then current annual target bonus of such employee as well as business unit performance as determined by the Compensation Committee of CVC in its sole discretion, but without adjustment for individual performance, and shall be payable to AMC promptly after the determination of such amounts by the Compensation Committee of CVC. AMC shall pay such amount to the applicable CVC Employees as soon as practicable after the receipt thereof.

(ii) AMC shall provide any such CVC Employee with an annual cash incentive opportunity for the year in which such transfer occurs equal to that provided to similarly situated AMC Employees, calculated on a pro-rata basis based upon the number of days in the applicable calendar year on and after the transfer date. Such amount shall be payable at the time such annual incentive plan payments are paid to similarly-situated AMC Employees.

(iii) CVC shall pay to AMC, on or after the date of transfer, the portion of any long-term cash-incentive award established under the CVC CIP that has been accrued but not yet been paid up to the date of transfer. AMC shall refund to CVC any portion of such amount to the extent it relates to an award that is ultimately forfeited by such employee without payment (such refund, if any, to occur promptly after a forfeiture of any such award).

(e) AMC Transferred Employees. Notwithstanding anything to the contrary herein, the following provisions shall apply with respect to any AMC Employee that becomes a CVC Transferee Employee on or after the Distribution Date (or in advance of the Distribution Date if such transfer was in connection with the Distribution) and before the First Anniversary:

(i) AMC shall pay to CVC (A) any unpaid annual cash incentive award established under any cash incentive plan maintained by AMC (the "AMC CIP") for the calendar year prior to the year in which the transfer occurs, and (B) a pro-rata portion of any annual cash incentive award established under the AMC CIP for the calendar year in which the transfer occurs, based upon the number of days in the applicable calendar year prior to the transfer. Such amount shall be based on the then current annual target bonus of such employee as well as business unit performance as determined by the Compensation Committee of AMC in its sole discretion, but without adjustment for individual performance, and shall be payable to CVC promptly after the determination of such amounts by the Compensation Committee of AMC. CVC shall pay such amount to the applicable AMC Employees as soon as practicable after the receipt thereof.

(ii) CVC shall provide any such AMC Employee with an annual cash incentive opportunity for the year in which such transfer occurs equal to that provided to similarly situated CVC Employees, calculated on a pro-rata basis based upon the number of days in the applicable calendar year on and after the transfer date. Such amount shall be payable at the time such annual incentive plan payments are paid to CVC Employees.

(iii) AMC shall pay to CVC, on or after the date of transfer, the portion of any long-term cash-incentive award established under the AMC CIP that has accrued but not yet been paid up to the date of transfer. CVC shall refund to AMC any portion of such amount to the extent it relates to an award that is ultimately forfeited by such employee without payment (such refund, if any, to occur promptly after a forfeiture of any such award).

(f) Accrued Corporate Cash Incentive Plan Liability. AMC shall pay to CVC the portion of the accrued liability for outstanding long-term cash incentive awards for CVC

corporate employees which is accrued on the AMC books as of the Distribution Date. Such payment shall be made through an intercompany settlement on the Distribution Date.

Section 8.2 Individual Arrangements.

(a) **CVC Individual Arrangements.** CVC acknowledges and agrees that, except as otherwise provided herein, it shall have full responsibility with respect to any Liabilities and the payment or performance of any obligations arising out of or relating to any employment, consulting, non-competition, retention or other compensatory arrangement previously provided by any member of the CVC Group or AMC Group to any CVC Participant.

(b) **AMC Individual Arrangements.** AMC acknowledges and agrees that, except as otherwise provided herein, it shall have full responsibility with respect to any Liabilities and the payment or performance of any obligations arising out of or relating to any employment, consulting, non-competition, retention or other compensatory arrangement previously provided by any member of the CVC Group or AMC Group to any AMC Participant.

(c) **Shared Executives.**

(i) For purposes of this Agreement, for so long as any executive is employed by both CVC and AMC, such executive shall be considered to be a CVC Employee with respect to all amounts and awards outstanding as of the Distribution Date. AMC shall not be responsible for any costs associated with any annual or long-term cash or equity incentive award outstanding as of the Distribution Date with respect to any such executive.

(ii) To the extent an executive is employed by both CVC and AMC and receives any life, accidental death and dismemberment or business travel accident insurance benefits through each employer from the same insurance carrier that are subject to an aggregate cap, CVC will have full responsibility for any Liabilities associated with such benefits. Notwithstanding the foregoing, in the event that CVC and AMC no longer use the same carrier for such benefits, CVC and AMC will each be responsible for any Liabilities associated with insurance benefits provided by CVC or AMC, as applicable.

(d) **Effect of the Distribution on Severance.** The Parties acknowledge and agree that the transactions contemplated by the Distribution Agreement will not constitute a termination of employment of any AMC Participant for purposes of any policy, plan, program or agreement of CVC or AMC or any member of the CVC Group or AMC Group that provides for the payment of severance, separation pay, salary continuation or similar benefits in the event of a termination of employment.

Section 8.3 Non-Competition. For the purpose of any non-compete provision in any CVC Plan, AMC shall not be regarded as a “competitive entity.” For the purpose of any non-compete provision in any AMC Plan, CVC shall not be regarded as a “competitive entity.” This **Section 8.3** shall apply only so long as CVC and AMC remain under common Control.

Section 8.4 Director Programs. CVC shall retain responsibility for the payment of any fees and CVC RSUs payable in respect of service on the CVC Board of Directors that are payable but not yet paid as of the Distribution Date, and AMC shall have no responsibility for any such payments (to an individual who is a member of the CVC Board of Directors as of the Distribution Date or otherwise).

Section 8.5 Cable, Online and Voice Employee Benefits. In addition to CVC's obligations under the Transition Services Agreement (as defined in the Distribution Agreement) with respect to AMC Employees regarding certain continued cable television, online and voice services and benefits, CVC shall continue to provide the employee product benefit to those Former AMC Employees receiving the employee product benefit as of the Distribution Date at the same level provided to such individuals as of such date, and AMC shall reimburse CVC for the actual cost, if any, incurred by CVC in continuing to provide those benefits to such Former AMC Employees.

Section 8.6 Sections 162(m)/409A. Notwithstanding anything in this Agreement to the contrary (including the treatment of supplemental and deferred compensation plans, outstanding long-term incentive awards and annual incentive awards as described herein), the Parties agree to negotiate in good faith regarding the need for any treatment different from that otherwise provided herein to ensure that (i) a federal income tax deduction for the payment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation is not limited by reason of Section 162(m) of the Code, and (ii) the treatment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation does not cause the imposition of a tax under Section 409A of the Code.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. All Liabilities retained or assumed by or allocated to CVC or the CVC Group pursuant to this Agreement shall be deemed to be "Cablevision Liabilities" (as defined in the Distribution Agreement) for purposes of Article III of the Distribution Agreement, including the indemnification provisions set forth therein, and all Liabilities retained or assumed by or allocated to AMC or the AMC Group pursuant to this Agreement shall be deemed to be "AMC Liabilities" (as defined in the Distribution Agreement) for purposes of Article III of the Distribution Agreement, including the indemnification provisions set forth therein.

ARTICLE X GENERAL AND ADMINISTRATIVE

Section 10.1 Sharing of Information. CVC and AMC (acting directly or through their respective Subsidiaries) shall promptly provide to the other and their respective agents and vendors all Information as the other may reasonably request to enable the requesting Party to administer efficiently and accurately each of its Plans, timely respond to audit requests, to assist AMC in obtaining its own insurance policies to provide benefits under AMC Plans, and to

determine the scope of, as well as fulfill, its obligations under this Agreement; provided, however, that in the event that any Party reasonably determines that any such provision of Information could be commercially detrimental to such Party or any member of its Group, violate any Law or agreement to which such Party or member of its Group is a party, or waive any attorney-client privilege applicable to such Party or member of its Group, the Parties shall provide any such Information and the Parties shall take all reasonable measures to comply with the obligations pursuant to this Section 10.1 in a manner that mitigates any such harm or consequence to the extent practicable, and the Parties agree to cooperate with each other and take such commercially reasonable steps as may be practicable to preserve the attorney-client privilege with respect to the disclosure of any such Information. Such Information shall, to the extent reasonably practicable, be provided in the format and at the times and places requested, but in no event shall the Party providing such Information be obligated to incur any out-of-pocket expenses not reimbursed by the Party making such request or make such Information available outside of its normal business hours and premises. Any Information shared or exchanged pursuant to this Agreement shall be subject to the same confidentiality requirements set forth in Section 4.4 of the Distribution Agreement.

Section 10.2 Reasonable Efforts/Cooperation. Each of the Parties hereto will use its commercially reasonable efforts to take promptly, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate the transactions contemplated by this Agreement, including adopting plans or plan amendments. Each of the Parties hereto shall cooperate fully on any issue relating to the transactions contemplated by this Agreement for which the other Party seeks a determination letter or private letter ruling from the IRS, an advisory opinion from the DOL or any other filing, consent or approval with respect to or by a Governmental Authority. Each of the Parties hereto shall be entitled to rely in good faith on information provided by the other Party and the receiving Party shall not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data which is provided by the other Party pursuant to this Agreement.

Section 10.3 Non-Termination of Employment; No Third-Party Beneficiaries. No provision of this Agreement or the Distribution Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any CVC Employee or AMC Employee or other CVC Participant or AMC Participant under any CVC Plan or AMC Plan or otherwise. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons (including any CVC Participant or AMC Participant or either of their respective Subsidiaries) any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. No provision in this Agreement shall modify or amend any other agreement, plan, program, or document unless this Agreement explicitly states that the provision "amends" that other agreement, plan, program, or document. This shall not prevent the Parties entitled to enforce this Agreement from enforcing any provision in this Agreement, but no other person shall be entitled to enforce any provision in this Agreement on the grounds that it is an amendment to another agreement, plan, program, or document unless the provision is explicitly designated as such in this Agreement, and the person is otherwise entitled to enforce the other agreement, plan, program, or document. If a person not

entitled to enforce this Agreement brings a lawsuit or other action to enforce any provision in this Agreement as an amendment to another agreement, plan, program, or document, and that provision is construed to be such an amendment despite not being explicitly designated as one in this Agreement, that provision in this Agreement shall be void *ab initio*, thereby precluding it from having any amendatory effect. Furthermore, nothing in this Agreement is intended to confer upon any CVC Employee, Former CVC Employee, AMC Employee or Former AMC Employee, any right to continued employment, or any recall or similar rights to an individual on layoff or any type of approved leave.

Section 10.4 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party and such consent is withheld, the Parties hereto shall use their reasonable best efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, the Parties hereto shall negotiate in good faith to implement the provision in a mutually satisfactory manner.

Section 10.5 Access to Employees. Following the Distribution Date, CVC and AMC shall, or shall cause each of their respective Subsidiaries to, make available to each other those of their employees who may reasonably be needed in order to defend or prosecute any legal or administrative action (other than a legal action between any member of the CVC Group and any member of the AMC Group) to which any employee, director or Plan of the CVC Group or AMC Group is a party and which relates to their respective Plans prior to the Distribution Date.

Section 10.6 Beneficiary Designation/Release of Information/Right to Reimbursement. To the extent permitted by applicable Law and except as otherwise provided for in this Agreement, all beneficiary designations, authorizations for the release of information and rights to reimbursement made by or relating to AMC Participants under CVC Plans shall be transferred to and be in full force and effect under the corresponding AMC Plans until such beneficiary designations, authorizations or rights are replaced or revoked by, or no longer apply, to the relevant AMC Participant.

Section 10.7 Not a Change in Control. The Parties hereto acknowledge and agree that the transactions contemplated by the Distribution Agreement and this Agreement do not constitute a "change in control" for purposes of any CVC Plan or AMC Plan.

ARTICLE XI MISCELLANEOUS

Section 11.1 Effect If Distribution Does Not Occur. Notwithstanding anything in this Agreement to the contrary, if the Distribution Agreement is terminated prior to the Distribution Date, then all actions and events that are, under this Agreement, to be taken or occur effective immediately prior to or as of the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed to by CVC and AMC in a written instrument executed after the execution of this Agreement and neither Party shall have any Liability to the other Party under this Agreement.

Section 11.2 Complete Agreement; Construction. This Agreement, including the Exhibits, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 11.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

Section 11.4 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution Date.

Section 11.5 Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Cablevision:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Attention: General Counsel

To AMC:

AMC Networks Inc.
11 Penn Plaza
New York, New York 10001
Attention: General Counsel

Section 11.6 Waivers. The failure of any Party to require strict performance by any other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 11.7 Amendments. Subject to the terms of Sections 11.8 and 11.10 hereof, this Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 11.8 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent

shall be void; provided that either Party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such Party so long as such purchaser expressly assumes, in a written instrument in form reasonably satisfactory to the non-assigning Party, the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of the assigning Party to be performed or observed.

Section 11.9 Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and, to the extent expressly provided herein, their respective Subsidiaries and Affiliates, and shall not be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right of any kind. Without limiting the effect of the foregoing, this Agreement shall not confer any rights of any kind on, or any duty of any party with respect to, any CVC Participant, AMC Participant, or person alleging such status.

Section 11.10 Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 11.11 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any entity that is contemplated to be a Subsidiary of such Party after the Distribution Date.

Section 11.12 Title and Headings. Titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 11.13 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK AND WITHOUT REGARD TO ITS CHOICE OF LAWS PRINCIPLES.

Section 11.14 Waiver of Jury Trial. The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

Section 11.15 Specific Performance. From and after the Distribution, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that, from and after the Distribution, the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 11.16 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[signature page follows]

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

CABLEVISION SYSTEMS CORPORATION

By: _____
Name:
Title:

AMC NETWORKS INC.

By: _____
Name:
Title:

[Signature Page to Employee Matters Agreement]

CVC Health & Welfare Plans

- Cablevision CHOICE*Plus* Medical Plan
- Cablevision Dental Plan
- Cablevision Vision Plan
- Cablevision Group Legal Plan
- Cablevision Short-Term Disability Program
- Cablevision Long-Term Disability Plan
- Cablevision Life and AD&D Plan
- Cablevision Employee Assistance Plan
- Cablevision Transportation Plan
- Cablevision College Savings Plan
- Cablevision Fresh Start Policy

EQUITY ADMINISTRATION AGREEMENT

THIS EQUITY ADMINISTRATION AGREEMENT (this "Agreement"), dated as of June __, 2011, is by and between The Madison Square Garden Company, a Delaware corporation ("MSG"), and AMC Networks Inc., a Delaware corporation ("AMC") and, together with MSG, each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Board of Directors of Cablevision Systems Corporation ("CVC") has determined that it is in the best interests of CVC to separate the AMC Business (as defined below) and the CVC Business (as defined below) into two independent public companies, on the terms and subject to the conditions set forth in a distribution agreement, dated [_____] (the "AMC Separation");

WHEREAS, the separation of MSG and the MSG Business (as defined below) from CVC and the CVC Business was completed on February 9, 2010 (the "MSG Separation");

WHEREAS, as a result of the AMC Separation, any MSG Employee (as defined below) who holds CVC equity interests will receive certain AMC equity interests;

WHEREAS, as a result of the MSG Separation, certain AMC Employees (as defined below), who then held CVC equity interests received certain MSG equity interests;

WHEREAS, MSG and AMC have agreed to enter into this agreement for the purpose of setting forth certain responsibilities and arrangements of each Party with respect to the equity interests of each Party held or to be held by employees of the other Party.

NOW, THEREFORE, in consideration of the premises and of the respective agreements and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" shall have the meaning ascribed thereto in the preamble to this Agreement, including all the exhibits hereto, and all amendments made hereto from time to time.

"AMC" shall have the meaning ascribed thereto in the preamble to this Agreement.

"AMC Business" means all businesses and operations conducted by the AMC Group from time to time, whether prior to, at or after the Distribution Date, including the businesses and operations conducted by the AMC Group as more fully described in the AMC Information Statement and excluding the MSG Business and CVC Business.

“AMC Common Stock” means the Class A Common Stock, par value \$0.01 per share, of AMC and Class B Common Stock, par value \$0.01 per share, of AMC.

“AMC Dividend Shares” means shares of AMC Class A Common Stock issued as a dividend to the beneficial owners of CVC Restricted Stock in connection with the Distribution and subject to the same conditions and restrictions as the underlying CVC Restricted Stock.

“AMC Employee” means any individual who is employed by AMC or any member of the AMC Group in a capacity considered by AMC to be common law employment, including active employees and employees on vacation and approved leaves of absence (including maternity, paternity, family, sick, short-term or long-term disability leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves).

“AMC Group” means, as of the Distribution Date, AMC and each of its former and current Subsidiaries (or any predecessor organization thereof), and any corporation or entity that may become part of such Group from time to time thereafter. The AMC Group shall not include any member of the MSG Group.

“AMC Information Statement” means the definitive information statement distributed to holders of CVC Common Stock in connection with the Distribution and filed with the U.S. Securities and Exchange Commission.

“AMC Option” means an option to buy AMC Class A Common Stock granted pursuant to an AMC Share Plan in connection with the Distribution.

“AMC Participant” means any individual who, immediately following the Distribution Date, is an AMC Employee, a Former AMC Employee or a beneficiary or surviving spouse of either of the foregoing.

“AMC SAR” means a stock appreciation right with respect to AMC Class A Common Stock granted pursuant to an AMC Share Plan in connection with the Distribution.

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

“AMC Share Plan” means, collectively, the AMC 2011 Employee Stock Plan and any other stock plan or stock incentive arrangement, including equity award agreements, governing the terms and conditions of Equity Compensation of AMC.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“CVC Business” means all the businesses and operations conducted by the CVC Group from time to time, other than the AMC Business and MSG Business.

“CVC Common Stock” means the Class A Common Stock, par value \$0.01 per share, of CVC and Class B Common Stock, par value \$0.01 per share, of CVC.

“CVC Group” means CVC and each of its former and current Subsidiaries (or any predecessor organization thereof), and any corporation or entity that may become a part of such Group from time to time thereafter. The CVC Group shall not include any member of the AMC Group or MSG Group.

“CVC Restricted Stock” means unvested restricted shares of Cablevision Class A Common Stock granted pursuant to a CVC Share Plan and outstanding as of the Distribution Date.

“CVC Restricted Stock Agreement” means an agreement by and between CVC and an AMC Employee or MSG Employee with respect to a grant of CVC Restricted Stock to such AMC Employee or MSG Employee.

“CVC Share Plan” means, collectively, any stock option or stock incentive compensation plan or arrangement, including equity award agreements, maintained before the Distribution Date for employees, officers or non-employee directors of CVC or its Subsidiaries, as amended.

“Distribution” means the distribution of AMC Common Stock to holders of shares of CVC Common Stock which will occur in connection with the AMC Separation.

“Distribution Date” means the date of consummation of the Distribution.

“Equity Compensation” means, collectively, the MSG Dividend Shares, MSG Options, and MSG SARs and AMC Dividend Shares, AMC Options and AMC SARs.

“Former AMC Employee” means any former employee of any member of the AMC Group.

“Former MSG Employee” means any former employee of any member of the MSG Group.

“Governmental Authority” means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, the NYSE, NASDAQ or other regulatory, administrative or governmental authority.

“Group” means the AMC Group and/or the MSG Group, as the context requires.

“IRS” means the U.S. Internal Revenue Service.

“Law” means all laws, statutes and ordinances and all regulations, rules and other pronouncements of Governmental Authorities having the effect of law of the U.S., any foreign country, or any domestic or foreign state, province, commonwealth, city, country, municipality, territory, protectorate, possession or similar instrumentality, or any Governmental Authority thereof.

“Liabilities” means all debts, liabilities, obligations, responsibilities, Losses, damages (whether compensatory, punitive, or treble), fines, penalties and sanctions, absolute or contingent, matured or unmatured, liquidated or unliquidated, foreseen or unforeseen, joint,

several or individual, asserted or unasserted, accrued or unaccrued, known or unknown, whenever arising, including without limitation those arising under or in connection with any Law, Action, threatened Action, order or consent decree of any Governmental Authority or any award of any arbitration tribunal, and those arising under any contract, guarantee, commitment or undertaking, whether sought to be imposed by a Governmental Authority, private party, or a Party, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, and including any costs, expenses, interest, attorneys' fees, disbursements and expense of counsel, expert and consulting fees, fees of third-party administrators and costs related thereto or to the investigation or defense thereof.

"Loss" means any claim, demand, complaint, damages (whether compensatory, punitive, consequential, treble or other), fines, penalties, loss, liability, payment, cost or expense arising out of, relating to or in connection with any action.

"MSG" shall have the meaning ascribed thereto in the preamble to this Agreement.

"MSG Business" means all businesses and operations conducted by the MSG Group from time to time, whether prior to, at or after the Distribution Date, other than the AMC Business and CVC Business.

"MSG Common Stock" means the Class A Common Stock, par value \$0.01 per share, of MSG and Class B Common Stock, par value \$0.01 per share, of MSG.

"MSG Dividend Shares" means shares of MSG Class A Common Stock issued as a dividend to the beneficial owners of CVC Restricted Stock in connection with the MSG Separation and subject to the same conditions and restrictions as the underlying CVC Restricted Stock.

"MSG Employee" means any individual who is employed by MSG or any member of the MSG Group in a capacity considered by MSG to be common law employment, including active employees and employees on vacation and approved leaves of absence (including maternity, paternity, family, sick, short-term or long-term disability leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves).

"MSG Group" means MSG and each of its former and current Subsidiaries (or any predecessor organization thereof), and any corporation or entity that may become part of such Group from time to time thereafter.

"MSG Option" means an option to buy MSG Class A Common Stock granted pursuant to an MSG Share Plan and outstanding as of the Distribution Date.

"MSG Participant" means any individual who is a MSG Employee, a Former MSG Employee or a beneficiary or surviving spouse of either of the foregoing.

"MSG SAR" means a stock appreciation right with respect to MSG Class A Common Stock granted pursuant to a MSG Share Plan and outstanding as of the Distribution Date.

“MSG Share Plan” means, collectively, the Madison Square Garden, Inc. 2010 Employee Stock Plan and any other stock plan or stock incentive arrangement, including equity award agreements, governing the Equity Compensation of MSG.

“NASDAQ” means The Nasdaq Stock Market, Inc.

“NYSE” means the New York Stock Exchange, Inc.

“Party” and “Parties” shall have the meanings ascribed thereto in the preamble to this Agreement.

“Subsidiary” means with respect to any Party, any corporation or other legal entity of which such Party or any of its Subsidiaries controls or owns, directly or indirectly, more than 50% of the stock or other equity interests entitled to vote on the election of members to the board of directors or similar governing body, or in the case of an entity with no governing body, more than 50% of the equity interests.

“U.S.” means the United States of America.

Section 1.2 General Interpretive Principles. Words in the singular shall include the plural and vice versa, and words of one gender shall include the other gender, in each case, as the context requires. The words “hereof,” “herein,” “hereunder,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and references to Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified. Any reference to any federal, state, local or non-U.S. statute or Law shall be deemed to also refer to all rules and regulations promulgated thereunder, unless the context otherwise requires.

ARTICLE II ADMINISTRATION OF EQUITY COMPENSATION

Section 2.1 Forfeiture of MSG Dividend Shares.

(a) MSG Dividend Shares. If a holder of MSG Dividend Shares who is an AMC Participant forfeits such MSG Dividend Shares pursuant to the terms of the applicable CVC Restricted Stock Agreement, the parties shall ensure that the appropriate transfer agent promptly returns the forfeited MSG Dividend Shares to MSG. For the avoidance of doubt, forfeited MSG Dividend Shares held by an AMC Employee or Former AMC Employee shall be returned to MSG without any reimbursement by MSG to AMC for such forfeited restricted stock.

(b) AMC Dividend Shares. If a holder of AMC Dividend Shares who is an MSG Participant forfeits such AMC Dividend Shares pursuant to the terms of the applicable CVC Restricted Stock Agreement, the parties shall ensure that the appropriate transfer agent returns the forfeited AMC Dividend Shares to AMC. For the avoidance of doubt, forfeited AMC

Dividend Shares held by an MSG Employee or Former MSG Employee shall be returned to AMC without any reimbursement by AMC to MSG for such forfeited restricted stock.

Section 2.2 Taxes and Withholding.

(a) Options.

(i) Exercise Price.

(A) Upon the exercise of an MSG Option by an AMC Participant, the parties shall take steps to ensure that the applicable stock plan administrator delivers cash in an amount equal to the exercise price, rounded up to the nearest whole penny, to AMC, which shall promptly deliver such payment to MSG.

(B) Upon the exercise of an AMC Option by an MSG Participant, the parties shall take steps to ensure that the applicable stock plan administrator delivers cash in an amount equal to the exercise price, rounded up to the nearest whole penny, to MSG, which shall promptly delivery such payment to AMC.

(ii) Taxes.

(A) Upon exercise of an MSG Option or AMC Option by any holder, the employer or former employer of such holder shall fund and be liable to the applicable Governmental Authority for any employer taxes.

(B) Upon exercise of an MSG Option or AMC Option by any holder, the parties shall take steps to ensure that the applicable stock plan administrator sells MSG Common Stock or AMC Common Stock, as applicable, in an amount equal to the required withholding amount and remits such amount to the employer or former employer of such holder.

(b) SARs.

(i) Settlement.

(A) As of the Distribution Date, MSG shall be responsible for all Liabilities under MSG SARs and AMC SARs held by MSG Employees or Former MSG Employees. MSG shall settle such MSG SARs or AMC SARs upon vesting.

(B) As of the Distribution Date, AMC shall assume responsibility for all Liabilities under MSG SARs and AMC SARs held by AMC Employees or Former AMC Employees. AMC shall settle such MSG SARs and AMC SARs upon vesting.

(ii) Taxes.

(A) Upon exercise of an MSG SAR or AMC SAR by any holder, the employer or former employer of such holder shall fund and be liable to the applicable Governmental Authority for any employer taxes.

(B) Upon exercise of an MSG SAR or AMC SAR by any holder, the parties shall take steps to ensure that the applicable stock plan administrator delivers the applicable withholding amount to the employer or former employer of such holder.

(c) Dividend Shares.

(i) MSG Dividend Shares. Upon vesting of MSG Dividend Shares with respect to any holder, MSG will net share settle such MSG Dividend Shares. If the holder is an AMC Employee or Former AMC Employee, MSG will cause the cash payments associated with the net settlement to be delivered promptly to AMC in order for AMC to satisfy the associated employee withholding obligation. The employer or former employer of the holder shall fund and be liable to the applicable Governmental Authority for any employer taxes with respect to the MSG Dividend Shares.

(ii) AMC Dividend Shares. Upon vesting of AMC Dividend Shares with respect to any holder, AMC will net share settle such AMC Dividend Shares. If the holder is an MSG Employee or Former MSG Employee, AMC will cause the cash payments associated with the net settlement to be delivered promptly to MSG in order for MSG to satisfy the associated employee withholding obligation. The employer or former employer of the holder shall fund and be liable to the applicable Governmental Authority for any employer taxes with respect to the AMC Dividend Shares.

(d) Tax Deductions. With respect to the Equity Compensation held by individuals who are MSG Employees at the time the Equity Compensation becomes taxable and individuals who are Former MSG Employees at such time, MSG shall claim any federal, state and/or local tax deductions and AMC shall not claim such deductions. With respect to the Equity Compensation held by individuals who are employees of the AMC Group at the time the Equity Compensation becomes taxable and individuals who are Former AMC Employees at such time, AMC shall claim any federal, state and/or local tax deductions, and MSG shall not claim such deductions. If either MSG or AMC determines in its reasonable judgment that there is a substantial likelihood that a tax deduction that was assigned to MSG or AMC pursuant to this Section 2.2(d) will instead be available only to the other Party (whether as a result of a determination by the IRS, a change in the Code or the regulations or guidance thereunder, or otherwise), it will notify the other Party and both Parties will negotiate in good faith to resolve the issue in accordance with the following principle: the Party entitled to the deduction shall pay to the other party an amount that places the other Party in a financial position equivalent to the financial position the Party would have been in had the Party received the deduction as intended under this Section 2.2. Such amount shall be paid within 90 days of filing the last tax return necessary to make the determination described in the preceding sentence.

Section 2.3 Cooperation. If, after the Distribution Date, MSG or AMC identify an administrative error in the individuals identified as holding Equity Compensation, the amount of

Equity Compensation so held, the vesting level of such Equity Compensation, or any other similar error, MSG and AMC shall mutually cooperate in taking such actions as are necessary or appropriate to place, as nearly as reasonably practicable, the individual and MSG and AMC in the position in which they would have been had the error not occurred. Each of the Parties shall establish an appropriate administration system in order to handle in an orderly manner exercises of MSG Options, AMC Options, MSG SARs and AMC SARs and the settlement of MSG Dividend Shares and AMC Dividend Shares. Each of the Parties will work together to unify and consolidate all indicative data and payroll and employment information on regular timetables and make certain that each applicable entity's data and records with respect to Equity Compensation are correct and updated on a timely basis. The foregoing shall include employment status and information required for tax withholding/remittance, compliance with trading windows and compliance with the requirements of the Securities Exchange Act of 1934 and other applicable Laws. Each of the Parties hereto will use its commercially reasonable efforts to promptly take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to effectuate the purposes of this Agreement, including adopting any required plans or plan amendments. Each Party shall be entitled to rely in good faith on information provided by the other Party, and the providing Party shall be responsible for any Liabilities arising from missing, delayed, incomplete, inaccurate or outdated information or data.

Section 2.4 SEC Registration. The Parties mutually agree to use commercially reasonable efforts to maintain effective registration statements with the U.S. Securities and Exchange Commission with respect to the long-term incentive awards to the extent any such registration statement is required by applicable Law.

Section 2.5 Savings Clause. The Parties hereby acknowledge that the provisions of this Article II are intended to achieve certain tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives. Notwithstanding anything in this Agreement to the contrary, the Parties agree to negotiate in good faith regarding the need for any treatment different from that otherwise provided herein to ensure that (i) a federal income tax deduction for the payment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation is not limited by reason of Section 162(m) of the Code, and (ii) the treatment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation does not cause the imposition of a tax under Section 409A of the Code.

Section 2.6 Sharing of Information. MSG and AMC (acting directly or through their respective Subsidiaries) shall promptly provide to the other and their respective agents and vendors all information as the other may reasonably request to enable the requesting Party to administer efficiently and accurately each of its equity administration plans or arrangements and to determine the scope of, as well as fulfill, its obligations under this Agreement; provided, however, that in the event that any Party reasonably determines that any such provision of information could be commercially detrimental to such Party or any member of its Group, violate any Law or agreement to which such Party or any member of its Group is a party, or waive any attorney-client privilege applicable to such Party or any member of its Group, the Parties shall provide any such information and the Parties shall take all reasonable measures to

comply with the obligations pursuant to this Section 2.6 in a manner that mitigates any such harm or consequence to the extent practicable, and the Parties agree to cooperate with each other and take such commercially reasonable steps as may be practicable to preserve the attorney-client privilege with respect to the disclosure of any such information. Such information shall, to the extent reasonably practicable, be provided in the format and at the times and places requested, but in no event shall the Party providing such information be obligated to incur any out-of-pocket expenses not reimbursed by the Party making such request or make such information available outside of its normal business hours and premises. Any information shared or exchanged pursuant to this Agreement shall be subject to generally accepted confidentiality requirements.

Section 2.7 No Third-Party Beneficiaries. No provision of this Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any MSG Employee or AMC Employee or other MSG Participant or AMC Participant under any MSG Share Plan or AMC Share Plan or otherwise. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons (including any MSG Participant or AMC Participant or either of the Parties' respective Subsidiaries) any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. No provision in this Agreement shall modify or amend any other agreement, plan, program, or document unless this Agreement explicitly states that the provision "amends" that other agreement, plan, program, or document. This shall not prevent the Parties entitled to enforce this Agreement from enforcing any provision in this Agreement, but no other person shall be entitled to enforce any provision in this Agreement on the grounds that it is an amendment to another agreement, plan, program, or document unless the provision is explicitly designated as such in this Agreement, and the person is otherwise entitled to enforce the other agreement, plan, program, or document. If a person not entitled to enforce this Agreement brings a lawsuit or other action to enforce any provision in this Agreement as an amendment to another agreement, plan, program, or document, and that provision is construed to be such an amendment despite not being explicitly designated as one in this Agreement, that provision in this Agreement shall be void *ab initio*, thereby precluding it from having any amendatory effect. Furthermore, nothing in this Agreement is intended to confer upon any MSG Employee, Former MSG Employee, AMC Employee or Former AMC Employee, any right to continued employment, or any recall or similar rights to an individual on layoff or any type of approved leave.

Section 2.8 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party and such consent is withheld, the Parties hereto shall use their reasonable best efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, the Parties hereto shall negotiate in good faith to implement the provision in a mutually satisfactory manner.

**ARTICLE III
MISCELLANEOUS**

Section 3.1 Effect If Distribution Does Not Occur. Notwithstanding anything in this Agreement to the contrary, if the Distribution does not take place or is terminated prior to the Distribution Date, then all actions and events that are, under this Agreement, to be taken or occur effective immediately prior to or as of the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed to in writing by MSG and AMC, and neither Party shall have any Liability to the other Party under this Agreement.

Section 3.2 Complete Agreement; Construction. This Agreement, including the Exhibits, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 3.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

Section 3.4 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution Date.

Section 3.5 Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To MSG:

The Madison Square Garden Company
2 Pennsylvania Plaza
New York, New York 10001
Attention: General Counsel

To AMC:

AMC Networks Inc.
11 Penn Plaza — 15th Floor
New York, New York 10001
Attention: General Counsel

Section 3.6 Waivers. The failure of any Party to require strict performance by any other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 3.7 Amendments. Subject to the terms of Sections 3.8 and 3.10 hereof, this Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 3.8 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided that either Party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such Party so long as such purchaser expressly assumes, in a written instrument in form reasonably satisfactory to the non-assigning Party, the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of the assigning Party to be performed or observed.

Section 3.9 Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 3.10 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any entity that is contemplated to be a Subsidiary of such Party after the Distribution Date.

Section 3.11 Title and Headings. Titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 3.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

Section 3.13 Waiver of Jury Trial. The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

Section 3.14 Specific Performance. From and after the Distribution, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that, from and after the Distribution, the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 3.15 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity,

legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[signature page follows]

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

THE MADISON SQUARE GARDEN COMPANY

By: _____
Name:
Title:

AMC NETWORKS INC.

By: _____
Name: Joshua Sapan
Title: President and CEO

STANDSTILL AGREEMENT

BY AND AMONG

AMC NETWORKS INC.

AND

THE DOLAN FAMILY GROUP

STANDSTILL AGREEMENT

Standstill Agreement (this "Agreement"), dated as of June _____, 2011, by and among AMC Networks Inc., a Delaware corporation (the "Company"), each of the members of the Dolan Family Group listed on Schedule I to this Agreement (the "Dolan Family Parties") and, as and to the extent provided herein, their transferees, successors and assigns.

WITNESSETH:

WHEREAS, as of the date of this Agreement, the Dolan Family Parties own all of the outstanding shares of Cablevision NY Group Class B Common Stock, par value \$.01 per share ("Cablevision Class B Common Stock"), and also own shares of Cablevision NY Group Class A Common Stock, par value \$.01 per share ("Cablevision Class A Common Stock");

WHEREAS, Cablevision intends to distribute (the "Distribution") to the holders of Cablevision Class A Common Stock all of the outstanding shares of the Company's Class A Common Stock, \$.01 par value (the "Class A Common Stock"), and to the holders of Cablevision Class B Common Stock all of the outstanding shares of the Company's Class B Common Stock, \$.01 par value (the "Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock"); and

WHEREAS, the Company and the Dolan Family Parties wish to provide for certain restrictions that will be applicable to the Dolan Family Parties following the Distribution, all as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

1. Standstill Agreement.

During the 12-month period beginning on the date the Distribution is consummated (the "Distribution Date"), the Dolan Family Parties shall obtain the prior approval of a majority of the Company's Independent Directors prior to acquiring Common Stock of the Company through a tender offer that results in members of the Dolan Family Group beneficially owning more than 50% of the total number of outstanding shares of Common Stock of the Company. For purposes of this Standstill Agreement, the term "Independent Directors" means the directors of the Company who have been determined by the Company's Board of Directors to be independent directors for purposes of the NASDAQ corporate governance standards.

2. Transfers and Related Matters.

(a) Transfers. Each Dolan Family Party agrees that if at any time or from time to time prior to the first anniversary of the Distribution Date it desires to sell, transfer or otherwise dispose of, directly or indirectly (including any transfer of equity or beneficial interests in an entity that is a Dolan Family Party or any other entity to which shares of Class B Common Stock may have been transferred, directly or indirectly) (a "Transfer"), any or all of its shares of Class B Common Stock to any Dolan Person (as defined below) who is not a Dolan Family Party, such Dolan Family Party shall, prior to the consummation of such Transfer, cause the transferee to execute a joinder agreement in the form attached hereto as Exhibit A (a "Joinder"), pursuant to which such transferee shall agree to be bound by the

provisions of this Standstill Agreement as a Dolan Family Party. In addition, if prior to the first anniversary of the Distribution Date, any person becomes a member of the Dolan Family Group, the Dolan Family Parties shall cause such person to execute a Joinder. "Dolan Person" means any individual who is a member of the "immediate family" (as defined in Rule 16a-1(e) under the Securities Exchange Act of 1934, as amended) of a Dolan Family Party; an entity that controls, is controlled by, or is under common control with, a Dolan Family Party; or a trust or estate in which a Dolan Family Party has an interest (including as a trustee or beneficiary).

(b) Legends. The Company may, at its election, require that any certificate representing shares of Class B Common Stock that are covered by this Standstill Agreement and that are issued prior to the first anniversary of the Distribution Date shall have endorsed thereon a legend which shall read substantially as follows:

"The shares represented by this certificate are held subject to the terms of a certain Standstill Agreement, dated [month] [day], 2011, by and among AMC Networks Inc. and the Dolan Family Group, as amended from time to time, a copy of which is on file with the Secretary of AMC Networks Inc., and such shares may not be sold, transferred or otherwise disposed of, directly or indirectly, except in accordance with the terms of such Standstill Agreement."

Following the first anniversary of the Distribution Date, any stockholder may require the Company to remove the foregoing legend from any of such stockholder's share certificates promptly after the surrender of any such certificate for such purpose.

3. Miscellaneous.

(a) Specific Performance. The Company and each Dolan Family Party acknowledge that it will be impossible to measure in money the damage to a party hereto if another party fails to comply with any of the obligations imposed by this Standstill Agreement, that every such obligation herein is material and that, in the event of any such failure, the non-breaching party will not have an adequate remedy at law or in damages. Accordingly, each party hereto consents to the issuance of an injunction or the enforcement of other equitable remedies against it without bond or other security, to compel performance by such party of all the terms hereof, and waives any defenses of (i) failure of consideration, (ii) breach of any other provision of this Agreement and (iii) availability of relief in damages.

(b) Amendments. This Standstill Agreement may not be amended, modified or altered except by a writing duly signed by the party against which such amendment or modification is sought to be enforced and with the consent of a majority of the Independent Directors.

(c) Successors and Assigns. This Standstill Agreement shall be binding upon and inure to the benefit of the Company, the Dolan Family Parties and the respective successors and permitted assigns of the Company and the Dolan Family Parties. This Standstill Agreement may not be assigned by either the Company or a Dolan Family Party without the prior written consent of the other party hereto. The Company shall assign its rights and obligations hereunder (and no consent thereto shall be required under this Section 3(c)) to any entity that succeeds to all or substantially all of its assets, by merger or otherwise, including to any holding company that may be formed to be the parent of the

Company, if such entity becomes the issuer of the securities then owned by the Dolan Family Parties.

(d) Termination. This Agreement shall terminate on the first anniversary of the date hereof, but a termination shall not affect any rights accrued prior to such termination.

(e) Counterparts. This Standstill Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(f) Headings. The headings in this Standstill Agreement are for reference purposes only and shall not constitute a part hereof.

(g) Construction. **This Standstill Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without giving any effect to principles of conflicts of laws.**

(h) Notices. All notices hereunder shall be in writing and shall be deemed to have been given at the time when mailed by certified mail, addressed to the address below stated of the party to which notice is given, or to such changed address as such party may have fixed by notice:

To the Company:

AMC Networks Inc.
11 Penn Plaza
New York, NY 10001
Attn: General Counsel

To a Dolan Family Party:

c/o Brian G. Sweeney
Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714

With copies to (which shall not constitute notice):

Dolan Family Office LLC
340 Crossways Park Drive
Woodbury, New York 11797
Attention: William A. Frewin, Jr.

and

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Richard D. Bohm

provided, however, that any notice of change of address shall be effective only upon receipt.

(i) Severability. If any provision of this Standstill Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Standstill Agreement and the application of such provision to other persons or circumstances shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Standstill Agreement.

(j) Entire Agreement. This Standstill Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes

all prior agreements and understandings between the parties with respect to such subject matter.

(k) Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

AMC NETWORKS INC.

By: _____
Title:

CHARLES F. DOLAN, individually, and as Trustee of the Charles F. Dolan 2009 Revocable Trust and existing and future Grantor Retained Annuity Trusts for his benefit

Charles F. Dolan

HELEN A. DOLAN, individually, and as Trustee of the Helen A. Dolan 2009 Revocable Trust and existing and future Grantor Retained Annuity Trusts for her benefit

Helen A. Dolan

JAMES L. DOLAN, individually

James L. Dolan

THOMAS C. DOLAN, individually

[Signature Page to Standstill Agreement]

Thomas C. Dolan

PATRICK F. DOLAN, individually

Patrick F. Dolan

MARIANNE DOLAN WEBER, individually

Marianne Dolan Weber

DEBORAH A. DOLAN-SWEENEY, individually

Deborah A. Dolan-Sweeney

KATHLEEN M. DOLAN, individually, and as a Trustee of the Charles F. Dolan Children Trusts FBO Kathleen M. Dolan, Deborah A. Dolan-Sweeney, Marianne Dolan Weber, Patrick F. Dolan, Thomas C. Dolan and James L. Dolan, and as Trustee of the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

Kathleen M. Dolan

LAWRENCE J. DOLAN, not individually, but as a Trustee of the Charles F. Dolan 2009

[Signature Page to Standstill Agreement]

Family Trusts and the Charles F. Dolan 2010 Grandchildren Trusts

Lawrence J. Dolan

DAVID M. DOLAN, not individually, but as a Trustee of the Charles F. Dolan 2009 Family Trusts and the Charles F. Dolan 2010 Grandchildren Trusts

David M. Dolan

PAUL J. DOLAN, not individually, but as a Trustee of the Charles F. Dolan Children Trust FBO Kathleen M. Dolan and the Charles F. Dolan Children Trust FBO James L. Dolan

Paul J. Dolan

MATTHEW J. DOLAN, not individually, but as a Trustee of the Charles F. Dolan Children Trusts FBO Marianne Dolan Weber and the Charles F. Dolan Children Trust FBO Thomas C. Dolan

Matthew J. Dolan

[Signature Page to Standstill Agreement]

MARY S. DOLAN, not individually, but as a Trustee of the Charles F. Dolan Children Trust FBO Deborah A. Dolan-Sweeney and the Charles F. Dolan Children Trust FBO Patrick F. Dolan

Mary S. Dolan

[Signature Page to Standstill Agreement]

SCHEDULE I

DOLAN FAMILY PARTIES

Charles F. Dolan, individually and as Trustee of the Charles F. Dolan 2009 Revocable Trust and existing and future Grantor Retained Annuity Trusts for his benefit
Helen A. Dolan, individually and as Trustee of the Helen A. Dolan 2009 Revocable Trust and existing and future Grantor Retained Annuity Trusts for her benefit
James L. Dolan
Thomas C. Dolan
Patrick F. Dolan
Marianne Dolan Weber
Deborah A. Dolan-Sweeney
Kathleen M. Dolan
Charles F. Dolan Children Trust FBO Kathleen M. Dolan
Charles F. Dolan Children Trust FBO Deborah A. Dolan-Sweeney
Charles F. Dolan Children Trust FBO Marianne Dolan Weber
Charles F. Dolan Children Trust FBO Patrick F. Dolan
Charles F. Dolan Children Trust FBO Thomas C. Dolan
Charles F. Dolan Children Trust FBO James L. Dolan
Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan
Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney
Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber
Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan
Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan
Charles F. Dolan 2009 Family Trust FBO James L. Dolan
Charles F. Dolan 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan
Charles F. Dolan 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney
Charles F. Dolan 2010 Grandchildren Trust FBO Descendants of Marianne Dolan Weber
Charles F. Dolan 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan
Charles F. Dolan 2010 Grandchildren Trust FBO Descendants of James L. Dolan
Tara Dolan 1989 Trust
Ryan Dolan 1989 Trust

**EXHIBIT A
FORM OF JOINDER**

STANDSTILL JOINDER AGREEMENT

Reference is made to the Standstill Agreement, dated [month] [day], 2011, by and among AMC Networks Inc. and the Dolan Family Group (as amended from time to time, the "Standstill Agreement").
The undersigned hereby agrees to be bound by the provisions of the Standstill Agreement as a Dolan Family Party (as defined in the Standstill Agreement).

Name: [_____]

AMC Networks Inc. 2011 Employee Stock Plan

1. **Purpose.** The purpose of the AMC Networks Inc. 2011 Employee Stock Plan is to compensate employees of the Company and its Affiliates who are and have been largely responsible for the management and growth of the business of the Company and its Affiliates and to advance the interests of the Company by encouraging and enabling the acquisition of a personal proprietary interest in the Company by employees upon whose judgment and keen interest the Company and its Affiliates are largely dependent for the successful conduct of their operations. It is anticipated that such compensation and the acquisition of such proprietary interest in the Company will stimulate the efforts of such employees on behalf of the Company and its Affiliates, and strengthen their desire to remain with the Company and its Affiliates. It is also expected that such compensation and the opportunity to acquire such a proprietary interest will enable the Company and its Affiliates to attract and retain desirable personnel.

2. **Definitions.** When used in this Plan, unless the context otherwise requires:

(a) "Affiliate" shall mean (i) any Entity controlling, controlled by, or under common control with the Company or any other Affiliate and (ii) any Entity in which the Company owns at least five percent of the outstanding equity interests of such Entity.

(b) "Award" shall mean an Option, Right, Restricted Share or Restricted Stock Unit or other equity based award which is granted or made under the Plan.

(c) "Award Agreement" shall mean an agreement which may be entered into by a Participant under the Plan and the Company, setting forth the terms and provisions applicable to Awards granted to such Participant.

(d) "Board of Directors" shall mean the Board of Directors of the Company, as constituted at any time.

(e) "Committee" shall mean the Compensation Committee of the Board of Directors, as described in Section 3.

(f) "Company" shall mean AMC Networks Inc., a Delaware corporation.

(g) "Consent" shall mean (i) any listing, registration or qualification requirement in respect of an Award or Share with respect to any securities exchange or under any federal, state or local law, rule or regulation, (ii) any and all written agreements and representations by the Participant with respect to the disposition of Shares, or with respect to any other matter, which the Committee may deem necessary or desirable to comply with the terms of any such listing, registration or qualification requirement or to

obtain an exemption therefrom, (iii) any and all other consents, clearances and approvals in respect of an action under the Plan by any governmental or other regulatory body or any stock exchange or self-regulatory agency, (iv) any and all consents by the Participant to (A) the Company's supplying to any third party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan and (B) the Company's imposing sales and transfer procedures and restrictions on Shares delivered under the Plan and (v) any and all other consents or authorizations required to comply with, or required to be obtained under law.

(h) "Entity" shall mean any business, corporation, partnership, limited liability company or other entity.

(i) "Fair Market Value" on a specified date shall mean the closing price for a Share on the stock exchange, if any, on which such Shares are primarily traded, but if no Shares were traded on such date, the average of the bid and asked closing prices at which one Share is traded on the over-the-counter market, as reported on the National Association of Securities Dealers Automated Quotation System, or, if none of the above is applicable, the value of a Share as established by the Committee for such date using any reasonable method of valuation.

(j) "GAAP" shall mean accounting principles generally accepted in the United States of America.

(k) "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

(l) "Options" shall mean the stock options granted pursuant to Section 6 hereof.

(m) "Participant" shall mean any employee or former employee of the Company or any Affiliate who holds an outstanding Award granted under the Plan.

(n) "Performance Criteria" shall mean a goal or goals established by the Committee and measured over a period or periods selected by the Committee, such goal(s) to constitute a requirement that must be met in connection with the vesting, exercise and/or payment of an Award under the Plan as specified by the Committee. To the extent that an Award of Restricted Shares or Restricted Stock Units or another stock based award (other than Options and Rights) is intended to satisfy the requirements for deductibility under Section 162(m) of the Internal Revenue Code, the payment of the Award will be conditioned on the satisfaction of one or more of the performance criteria listed below over a period or periods selected by the Compensation Committee. The performance criteria may be determined by reference to the performance of the Company, an affiliate or a business unit, product, production, network or service thereof or any combination of the foregoing. Such criteria may also be measured on a per customer, subscriber, viewer (or available viewer), basic or diluted share basis or any combination of the foregoing and may reflect absolute performance, incremental

performance or comparative performance to other companies (or their products or services) determined on a gross, net, GAAP or non-GAAP basis, with respect to one or more of the following: (i) net or operating income or other measures of profit; (ii) measures of revenue; (iii) earnings before interest, taxes, depreciation and amortization (EBITDA); (iv) cash flow, free cash flow, adjusted operating cash flow and similar measures; (v) return on equity, investment, assets or capital; (vi) gross or operating margins or savings; (vii) performance relative to budget, forecast or market expectations; (viii) market share or penetration, subscriber or customer acquisition or retention, ratings or viewership; (ix) operating metrics relating to sales, subscriptions or customer service or satisfaction; (x) capital spending management or product or service deployments; (xi) achievement of strategic business objectives such as acquisitions, dispositions or investments; (xii) a specified increase in the fair market value of the Shares; (xiii) a specified increase in the private market value of the Company; (xiv) the Share price; (xv) earnings per share; and/or (xvi) total shareholder return.

(o) "Plan" shall mean this AMC Networks Inc. 2011 Employee Stock Plan, as amended from time to time.

(p) "Restricted Period" shall mean the period of time during which Restrictions shall apply to a Restricted Share, as determined by the Committee pursuant to Section 9 hereof.

(q) "Restricted Shares" shall mean the Shares awarded pursuant to Section 9 hereof that are subject to restrictions upon their sale, assignment, transfer, pledge or other disposal or encumbrance as determined by the Committee.

(r) "Restricted Stock Units" shall mean awards made pursuant to Section 10 hereof, each such unit representing an unfunded and unsecured promise to deliver a Share (or cash or other property equal in value to the Share).

(s) "Restrictions" shall mean the restrictions upon sale, assignment, transfer, pledge or other disposal or encumbrance on a Restricted Share as determined by the Committee in respect of an Award of a Restricted Share pursuant to Section 9 hereof.

(t) "Rights" shall mean stock appreciation rights granted pursuant to Section 7 hereof.

(u) "Share" shall mean a share of AMC Networks Inc. Class A Common Stock, par value \$0.01 per share.

(v) "Subsidiary" shall mean any "subsidiary corporation," as defined in Section 424(f) of the Internal Revenue Code.

3. **Administration.** (a) The Plan shall be administered by the Committee, which shall consist of at least the minimum number of members of the Board of Directors required by Section 162(m) of the Internal Revenue Code. Such members

shall be appointed by, and shall serve at the pleasure of, the Board of Directors. Except as otherwise determined by the Board of Directors, the members of the Committee shall be "outside directors" to the extent required by Section 162(m) of the Internal Revenue Code; provided, however, that the failure of the Committee to be so comprised shall not cause any Award to be invalid. The Committee may delegate any of its powers under the Plan to a subcommittee of the Committee (which hereinafter shall also be referred to as the Committee). The Committee may also delegate to any person who is not a member of the Committee or to any administrative group within the Company, any of its powers, responsibilities or duties. In delegating its authority, the Committee shall consider the extent to which any delegation may cause Awards to fail to be deductible under Section 162(m) of the Internal Revenue Code.

(b) The Committee shall have full authority, subject to the terms of the Plan (including Section 19), to (a) exercise all of the powers granted to it under the Plan, (b) construe, interpret and implement the Plan and all Awards and Award Agreements, (c) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing its own operations, (d) make all determinations necessary or advisable in administering the Plan, (e) correct any defect, supply any omission and reconcile any inconsistency in the Plan, (f) amend the Plan, (g) grant Awards and determine who shall receive Awards and the terms and conditions of such Awards, including, but not limited to, conditioning the exercise, vesting, payout or other term or condition of an Award on the achievement of Performance Criteria, (h) amend any outstanding Award in any respect, including, without limitation, to (1) accelerate the time or times at which the Award becomes vested or unrestricted or may be exercised or at which Shares are delivered under the Award (and, without limitation on the Committee's rights, in connection with such acceleration, the Committee may provide that any Shares delivered pursuant to such Award shall be Restricted Shares, which are subject to vesting, transfer, forfeiture or repayment provisions similar to those in the Participant's underlying Award) or (2) waive or amend any goals, restrictions, conditions or Performance Criteria (subject to the requirements of Section 162(m) of the Internal Revenue Code, if applicable to the Award) applicable to such Award, or impose new goals or restrictions and (i) determine at any time whether, to what extent and under what circumstances and method or methods (1) Awards may be (A) settled in cash, Shares, other securities, other Awards or other property, (B) exercised or (C) canceled, forfeited or suspended or (2) Shares, other securities, cash, other Awards or other property and other amounts payable with respect to an Award may be deferred either automatically or at the election of the participant or of the Committee. The enumeration of the foregoing powers is not intended and should not be construed to limit in any way the authority of the Committee under the Plan which is intended, to the fullest extent permitted by law, to be plenary. The Plan, and all such rules, regulations, determinations and interpretations, shall be binding and conclusive upon the Company, its stockholders and all Participants, and upon their respective legal representatives, heirs, beneficiaries, successors and assigns and upon all other persons claiming under or through any of them.

(c) No member of the Board of Directors or the Committee or any employee of the Company or any of its Affiliates (each such person a "Covered Person") shall have any liability to any person (including, without limitation, any Participant) for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award. Each Covered Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan and against and from any and all amounts paid by such Covered Person, with the Company's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person; provided that, the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful criminal act or omission. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under the Company's Certificate of Incorporation or By-laws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

4. **Participants.** Except as hereinafter provided, all employees of the Company and its Affiliates shall be eligible to receive Awards under the Plan, except that Options that are intended to qualify as incentive stock options within the meaning of Section 422 of the Internal Revenue Code shall be granted only to employees of the Company or a Subsidiary. Nothing herein contained shall be construed to prevent the making of one or more Awards at the same or different times to the same employee.

5. **Share Limitations.** (a) The Committee may make Awards under this Plan for up to an aggregate number of [TBD] Shares, which may be either treasury Shares or authorized but unissued Shares. To the extent that (i) an Award shall be paid, settled or exchanged or shall expire, lapse, terminate or be cancelled for any reason without the issuance of Shares, (ii) any Shares under an Award are not issued because of payment or withholding obligations or (iii) Restricted Shares shall revert back to the Company prior to the lapse of the Restrictions or be applied by the Company for purposes of tax withholding obligations, then the Committee may also grant Awards with respect to such Shares or Restricted Shares. Awards payable only in cash or property other than Shares shall not reduce the aggregate remaining number of Shares with respect to which Awards may be made under the Plan and Shares relating to any other Awards that are settled in cash or property other than Shares, when settled, shall be added back to

the aggregate remaining number of Shares with respect to which Awards may be made under the Plan. The maximum number of Shares that may be issued under the Plan shall be adjusted by the Committee as appropriate to account for the events provided for in Section 12 hereof. Any Shares with respect to which the Company becomes obligated to make Awards through the assumption of, or in substitution for, outstanding awards previously granted by an acquired entity, shall not count against the Shares available to be delivered pursuant to Awards under this Plan.

(b) In no event shall any Participant be granted Awards during any one (1) calendar year for, or that relate to, an aggregate number of Shares exceeding [2,000,000]. The maximum number of Shares underlying Awards that may be granted to an individual in any one (1) calendar year under the Plan shall be adjusted by the Committee as appropriate to account for the events provided for in Section 12 hereof.

6. **Options.** Options granted under the Plan shall be either incentive stock options, within the meaning of Section 422 of the Internal Revenue Code, or non-qualified options, as determined by the Committee in its sole discretion.

(a) **Terms and Conditions.** The form, terms and conditions of each Option shall be determined by the Committee and shall be set forth in an Award Agreement. Such terms and conditions may include, without limitation, provisions relating to the vesting and exercisability of such Options as well as the conditions or circumstances upon which such Options may be accelerated, extended, forfeited or otherwise modified. The Committee may, in its sole discretion, establish one or more conditions to the vesting or exercise of an Option including, without limitation, conditions the satisfaction of which are measured by Performance Criteria; provided that, if such Option is designated as an incentive stock option, then such condition or conditions shall not be inconsistent with Section 422 of the Internal Revenue Code. Unless the Award Agreement specifies that the Option is an incentive stock option, it shall be a non-qualified stock option. All or any part of any Options granted to any Participant may be made exercisable upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

(b) **Exercise Price for Options.** The exercise price per Share of the Shares to be purchased pursuant to any Option shall be fixed by the Committee at the time an Option is granted, but in no event shall it be less than the Fair Market Value of a Share on the day on which the Option is granted. Such exercise price shall thereafter be subject to adjustment as required by the Award Agreement relating to each Option or Section 12 hereof.

(c) **Duration of Options.** The duration of any Option granted under this Plan shall be for a period fixed by the Committee but shall, except as described in the next sentence, in no event be more than ten (10) years. Notwithstanding the foregoing, an Award Agreement may provide that, in the event the Participant dies while the Option is outstanding, the Option will remain outstanding until the first anniversary of the

Participant's date of death, and whether or not such first anniversary occurs prior to or following the expiration of ten (10) years from the date the Option was granted.

(d) **Incentive Stock Options Granted to Ten Percent Stockholders.** To the extent required by Section 422 of the Internal Revenue Code, no Option which is intended to qualify as an incentive stock option shall be granted under this Plan to any employee who, at the time the Option is granted, owns, or is considered owning, within the meaning of Section 422 of the Internal Revenue Code, shares possessing more than ten percent (10%) of the total combined voting power or value of all classes of stock of the Company or any Subsidiary, unless the exercise price under such Option is at least one hundred and ten percent (110%) of the Fair Market Value of a Share on the date such Option is granted and the duration of such option is no more than five (5) years.

(e) **Initial Exercisability Limitation.** The aggregate Fair Market Value (determined at the time that an Option is granted) of the Shares with respect to incentive stock options granted in any calendar year under all stock option plans of the Company or any corporation which (at the time of the granting of such incentive stock option) was a parent or Subsidiary of the Company, or of any predecessor corporation of any such corporation, which are exercisable for the first time by a Participant during any calendar year shall not exceed \$100,000, or, if different, the maximum allowed under Section 422 of the Internal Revenue Code.

(f) **Settlement of an Option.** When an Option is exercised pursuant to Section 8 hereof, the Committee, in its sole discretion, may elect, in lieu of issuing Shares pursuant to the terms of the Option, to settle the Option by paying the Participant an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one Share on the date the Option is exercised over the exercise price of the Option (the "Option Spread") by (ii) the number of Shares with respect to which the Option is exercised. The amount payable to the Participant in these circumstances shall be paid by the Company either in cash or in Shares having a Fair Market Value equal to the Option Spread, or a combination thereof, as the Committee shall determine at the time the Option is exercised or at the time the Option is granted.

7. **Rights.** The Committee may grant to employees the right to receive such number of Rights, as determined by the Committee in its sole discretion.

(a) **Terms and Conditions.** The form, terms and conditions of each Right shall be determined by the Committee and shall be set forth in an Award Agreement. Such terms and conditions may include, without limitation, provisions relating to the vesting and exercisability of such Rights as well as the conditions or circumstances upon which such Rights may be accelerated, extended, forfeited or otherwise modified. The Committee may, in its sole discretion, establish one or more conditions to the vesting or exercise of a Right including, without limitation, conditions the satisfaction of which are measured by Performance Criteria. All or any part of any outstanding Rights granted to any Participant may be made exercisable upon the

occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

(b) **Exercise Price for Rights.** The exercise price of each Right shall be fixed by the Committee at the time a Right is granted, but in no event shall it be less than the Fair Market Value of a Share on the day on which the Right is granted. Such exercise price shall thereafter be subject to adjustment as required by the Award Agreement relating to each Right or Section 12 hereof.

(c) **Duration of Rights.** The duration of any Right granted under this Plan shall be for a period fixed by the Committee but shall, except as described in the next sentence, in no event be more than ten (10) years. Notwithstanding the foregoing, an Award Agreement may provide that, in the event the Participant dies while the Right is outstanding, the Right will remain outstanding until the first anniversary of the Participant's date of death, and whether or not such first anniversary occurs prior to or following the expiration of ten (10) years from the date the Right was granted.

(d) **Settlement of Rights.** Upon the exercise of any Rights, the Participant shall be entitled to receive from the Company an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one Share on the date the Rights are exercised over the exercise price of the related Right by (ii) the number of Shares to which such Rights are related. Such amount shall be paid in cash, in Shares having a Fair Market Value equal to such amount, or a combination of cash and Shares, as the Committee shall determine at the time the Right is exercised or at the time the Right is granted.

8. **Exercise of Options and Rights.** (a) An Option or Right shall be exercised by the delivery to any person who has been designated by the Company for the purpose of receiving the same, of a written notice duly signed by the Participant (or the representative of the estate or the heirs of a deceased Participant) to such effect (or electronic notice in a manner, if any, previously approved by the Company). Unless the Company chooses to settle an Option in cash, Shares or a combination thereof pursuant to Section 6(f) hereof, the Participant shall be required to deliver to the Company, within five (5) days of the delivery of the notice described above, either cash, a check payable to the order of the Company, Shares duly endorsed over to the Company (which Shares shall be valued at their Fair Market Value as of the date preceding the day of such exercise) or any combination of such methods of payment, which together amount to the full exercise price of the Shares purchased pursuant to the exercise of the Option. Notwithstanding the preceding sentence, the Company and the Participant may agree upon any other reasonable manner of providing for payment of the exercise price of the Option.

(b) Except to the extent the Committee chooses to settle any Option or Right in cash pursuant to Section 6(f) or 7(d) hereof, within a reasonable time after exercise of an Option or Right the Company shall either issue to the Participant a

certificate representing the Shares purchased pursuant to the exercise of the Option or Right or credit the number of such Shares to a book-entry account. To the extent the Committee chooses to settle any Option or Right in cash pursuant to Section 6(f) or 7(d), within a reasonable time after exercise of an Option or Right the Company shall cause to be delivered to the person entitled thereto a payment for the amount payable pursuant to the exercise of the Option or Right.

9. **Restricted Shares.** The Committee may grant to employees the right to receive such number of Restricted Shares, as determined by the Committee in its sole discretion.

(a) **Issuance; Terms and Conditions.** The form, terms and conditions of each Restricted Share shall be determined by the Committee and shall be set forth in an Award Agreement. Such terms and conditions may include, without limitation, the Restrictions upon such Restricted Shares, the dates as of which Restrictions upon such Restricted Shares will cease, and the conditions or circumstances upon which such Restricted Shares will be forfeited or otherwise modified. The Committee may, in its sole discretion, establish one or more Restrictions to the vesting of a Restricted Share that relate to the satisfaction of Performance Criteria.

(b) **Payment of Par Value.** To the extent a Participant is required by law to pay to the Company the par value of a Restricted Share, such Participant shall have forty-five (45) business days from the date of such grant to pay to the Company, in cash or by check, an amount equal to the par value of a Share multiplied by the number of Shares or Restricted Shares which have been granted to the employee by the Committee. In such instances, if the Participant fails to make payment to the Company for such Shares or Restricted Shares within forty-five (45) business days of the grant thereof, the Company shall withhold, or shall cause to be withheld, the amount of such payment from compensation otherwise due the employee from the Company or any Affiliate. Unless the Committee determines otherwise, a Participant's prior service with the Company or any of its Affiliates shall be deemed sufficient consideration for such Restricted Shares and no payment therefore (including, without limitation, for the par value of the Restricted Shares) shall be due from the Participant. Subject to the provisions of Section 15 hereof, the Committee, in its sole discretion, shall either issue to the employee a certificate representing such Restricted Shares or credit the number of such Restricted Shares to a book-entry account upon the payment due, if any, pursuant to this paragraph.

(c) **Restriction on Shares.** In no event shall a Restricted Share be sold, assigned, transferred, pledged or otherwise disposed of or encumbered until the expiration of the Restricted Period which relates to such Restricted Share. All or any part of any outstanding Restricted Shares granted to any Participant may be vested in full and the Restrictions thereon shall lapse upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

(d) **Forfeiture of Restricted Shares.** If Restricted Shares are forfeited pursuant to the terms of the Plan or an Award Agreement, such Restricted Shares shall revert back and belong to the Company. In the event that any Restricted Shares should be forfeited by the Participant, revert back and belong to the Company, any stock certificate or certificates representing such Restricted Shares shall be cancelled and the Restricted Shares shall be returned to the treasury of the Company. Upon the reversion of such Restricted Shares, the Company shall repay to the employee or (in the case of death) to the representative of the employee's estate, the full cash amount paid, if any, to the Company by the employee for such Restricted Shares pursuant to Section 9(b) hereof.

(e) **Right to Vote and Receive Dividends on Restricted Shares.** Each Participant shall, during the Restricted Period, be the beneficial and record owner of such Restricted Shares and shall have full voting rights with respect thereto. Unless the Committee determines otherwise, during the Restricted Period, all ordinary cash dividends (as determined by the Committee in its sole discretion) paid upon any Restricted Share shall be retained by the Company for the account of the relevant Participant. Such dividends shall revert back to the Company if for any reason the Restricted Share upon which such dividends were paid reverts back to the Company. Upon the expiration of the Restricted Period, all such dividends made on such Restricted Share and retained by the Company will be paid to the relevant Participant.

10. **Restricted Stock Units.** The Committee may grant employees such number of Restricted Stock Units as it may determine in its sole discretion.

(a) **Terms and Conditions.** The form, terms and conditions of each Restricted Stock Unit shall be determined by the Committee and shall be set forth in an Award Agreement. Such terms and conditions may include, without limitation, the conditions or circumstances upon which such Restricted Stock Unit will be paid, forfeited or otherwise modified, and the date or dates upon which any Shares, cash or other property shall be delivered to the Participant in respect of the Restricted Stock Units. The Committee may, in its sole discretion, establish one or more conditions to the vesting of a Restricted Stock Unit including, without limitation, conditions the satisfaction of which are measured by Performance Criteria. All or any part of any outstanding Restricted Stock Unit granted to any Participant may be vested in full or paid upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

(b) **Settlement of Restricted Stock Units.** The Committee, in its sole discretion, may instruct the Company to pay on the date when Shares would otherwise be issued pursuant to a Restricted Stock Unit, in lieu of such Shares, a cash amount equal to the number of such Shares multiplied by the Fair Market Value of a Share on the date when Shares would otherwise have been issued. If a Participant is entitled to receive other stock, securities or other property as a result of an adjustment, pursuant to Section 12 hereof, the Committee, in its sole discretion, may instruct the Company to pay, in lieu of such other stock, securities or other property, cash equal to the fair market value

thereof as determined in good faith by the Committee. Until the delivery of such Shares, cash, securities or other property, the rights of a Participant with respect to a Restricted Stock Unit shall be only those of a general unsecured creditor of the Company.

(c) **Right to Receive Dividends on Restricted Stock Units.** Unless the Committee determines otherwise, during the period prior to payment of the Restricted Stock Unit, all ordinary cash dividends (as determined by the Committee in its sole discretion) that would have been paid upon any Share underlying a Restricted Stock Unit had such Shares been issued shall be paid only at the time and to the extent such Restricted Stock Unit is vested.

11. **Grant of Other Stock-Based Awards.** The Committee may grant other types of equity-based or equity-related Awards (including unrestricted Shares) in such amounts and subject to such terms and conditions as the Committee shall determine. Such Awards may entail the transfer of actual Shares, or payment in cash or otherwise of amounts based on the value of Shares.

12. **Certain Adjustments.** (a) In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event affects Shares such that the failure to make an adjustment to an Award would not fairly protect the rights represented by the Award in accordance with the essential intent and principles thereof (each such event, an "Adjustment Event"), then the Committee shall, in such manner as it may determine to be equitable in its sole discretion, adjust any or all of the terms of an outstanding Award (including, without limitation, the number of Shares covered by such outstanding Award, the type of property to which the Award is subject and the exercise price of such Award). In determining adjustments to be made under this Section 12(a), the Committee may take into account such factors as it determines to be appropriate, including without limitation (i) the provisions of applicable law and (ii) the potential tax or accounting consequences of an adjustment (or not making an adjustment) and, in light of such factors or others, may make adjustments that are not uniform or proportionate among outstanding Awards.

(b) **Fractional Shares or Securities.** Any fractional shares or securities payable upon the exercise of an Award as a result of an adjustment pursuant to this Section 12 shall, at the election of the Committee, be payable in cash, Shares, or a combination thereof, on such bases as the Committee may determine in its sole discretion.

13. **No Rights of a Stockholder.** A Participant shall not be deemed to be the holder of, or have any of the rights of a stockholder with respect to, any Shares subject to Options, Rights or Restricted Stock Units unless and until the Company shall have issued and delivered Shares to the Participant and said Participant's name shall have been entered as a stockholder of record on the books of the Company. Thereupon, such

Participant shall have full voting, dividend and other ownership rights with respect to such Shares. The Company will not be obligated to issue or deliver any Shares unless and until all legal matters in connection with the issuance and delivery of Shares have been approved by the Company's counsel and the Company's counsel determines that all applicable federal, state and other laws and regulations have been complied with and all listing requirements for relevant stock exchanges have been met.

14. **No Right to Continued Employment.** Nothing in the Plan or in any Award Agreement shall confer upon any Participant the right to continued employment by the Company or any Affiliate or affect any right which the Company or any Affiliate may have to terminate such employment.

15. **Issuance of Shares and Consents.** If the Committee shall at any time determine that any Consent is necessary or desirable as a condition of, or in connection with, the granting of any Award, the delivery of Shares or the delivery of any cash, securities or other property under the Plan, or the taking of any other action, then such action shall not be taken, in whole or in part, unless and until such Consent shall have been effected or obtained to the full satisfaction of the Committee. Any stock certificate representing Restricted Shares shall contain an appropriate legend referring to the Plan and the Restrictions upon such Restricted Shares. Simultaneously with delivery of any stock certificate for Restricted Shares, the Company may cause a stop transfer order with respect to such certificate to be placed with the transfer agent of the Shares.

16. **Withholding.** If the Company or an Affiliate shall be required to withhold any amounts by reason of a federal, state or local tax laws, rules or regulations in respect of any Award, the Company or an Affiliate shall be entitled to deduct or withhold such amounts from any payments (including, without limitation Shares which would otherwise be issued to the Participant pursuant to the Award; provided that, to the extent desired for GAAP purposes, such withholding shall not exceed the statutory minimum amount required to be withheld) to be made to the Participant. In any event, the Participant shall make available to the Company or Affiliate, promptly when requested by the Company or such Affiliate, sufficient funds or Shares to meet the requirements of such withholding and the Company or Affiliate shall be entitled to take and authorize such steps as it may deem advisable in order to have such funds made available to the Company or Affiliate out of any funds or property due to the Participant.

17. **Right of Offset.** The Company shall have the right to offset against its obligation to deliver Shares, cash or other property under any Award any outstanding amounts of whatever nature that the Participant then owes to the Company or any of its Affiliates.

18. **Non-Transferability of Awards.** Unless the Committee shall permit (on such terms and conditions as it shall establish) an Award to be transferred to a member of the Participant's immediate family or to a trust or similar vehicle for the benefit of members of the Participant's immediate family (collectively, the "Permitted

Transferees”), no Award shall be assignable or transferable except by will or by the laws of descent and distribution, and except to the extent required by law, no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant. All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant’s lifetime only by such Participant or, if applicable, the Permitted Transferees.

19. **Administration and Amendment of the Plan.** The Board of Directors or the Committee may discontinue the Plan at any time and from time to time may amend or revise the terms of the Plan or any Award Agreement, as permitted by applicable law, except that it may not (a) make any amendment or revision in a manner unfavorable to a Participant (other than if immaterial), without the consent of the Participant or (b) make any amendment or revision without the approval of the stockholders of the Company if such approval is required by the rules of an exchange on which Shares are traded. Consent of the Participant shall not be required solely pursuant to the previous sentence in respect of any adjustment made pursuant to Section 12(a) except to the extent the terms of an Award Agreement expressly refer to an Adjustment Event, in which case such terms shall not be amended in a manner unfavorable to a Participant (other than if immaterial) without such Participant’s consent.

20. **Effective Date.** The Plan shall become effective upon approval by the stockholders of the Company.

21. **Severability.** If any of the provisions of this Plan or any Award Agreement is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected thereby; provided that, if any of such provisions is finally held to be invalid, illegal, or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision shall be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

22. **Plan Headings.** The headings in this Plan are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

23. **Non-Uniform Treatment.** The Committee’s determinations under the Plan need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, Awards (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Award Agreements, as to the persons to receive Awards under the Plan, and the terms and provisions of Awards under the Plan.

24. **Governing Law.** The Plan and any Award Agreements shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

25. **Successors and Assigns.** The terms of this Plan shall be binding upon and inure to the benefit of the Company and its successors and assigns.

26. **Duration.** This Plan shall remain in effect until May 16, 2021 unless sooner terminated by the Committee or the Board of Directors. Awards theretofore granted may extend beyond that date in accordance with the provisions of the Plan.

27. **Distribution Issuance.** (a) Notwithstanding Section 3 of the Plan, the Compensation Committee (the "Cablevision Committee") of the Board of Directors of Cablevision Systems Corporation ("Cablevision") may grant Awards with respect to outstanding equity awards of Cablevision in connection with the distribution by Cablevision to holders of its common stock of all of the outstanding Shares (such distribution, the "Distribution"). In this capacity, the Cablevision Committee shall have full authority to grant Awards in connection with the Distribution and determine the recipients, terms and conditions of such Awards, and each member of the Cablevision Committee shall be considered a "Covered Person" for purposes of Section 3(c) of the Plan. Actions taken by the Cablevision Committee in accordance with this Section 27 which have effect after the effective date of this Plan shall be valid even if such action is taken prior to the effective date of this Plan.

(b) Notwithstanding Section 6(b) and Section 7(b) of the Plan, the exercise price of each Option and Right granted by the Cablevision Committee in connection with the Distribution may be less than the Fair Market Value of a Share on the day on which the Option or Right is granted, in order to preserve the intrinsic value of the outstanding Cablevision equity awards prior to the Distribution.

AMC Networks Inc. 2011 Stock Plan For Non-Employee Directors

1. **Purpose.** The purposes of the AMC Networks Inc. 2011 Stock Plan for Non-Employee Directors are to attract and retain individuals who are not employees of the Company as members of the Board of Directors, by encouraging them to acquire a proprietary interest in the Company which is parallel to that of the stockholders of the Company.

2. **Definitions.** The following terms shall have the respective meanings assigned to them as used herein:

(a) "Award" shall mean an Option, Restricted Stock Unit and other stock-based award granted under the Plan.

(b) "Award Agreement" shall mean an agreement which may be entered into by a Participant and the Company, setting forth the terms and provisions applicable to Awards granted to such Participant.

(c) "Board of Directors" shall mean the Board of Directors of the Company, as constituted at any time.

(d) "Committee" shall mean the Compensation Committee of the Board of Directors, as described in Section 3.

(e) "Company" shall mean AMC Networks Inc., a Delaware corporation.

(f) "Consent" shall mean (i) any listing, registration or qualification requirement in respect of an Award or Share with respect to any securities exchange or under any federal, state or local law, rule or regulation, (ii) any and all written agreements and representations by the Participant with respect to the disposition of Shares, or with respect to any other matter, which the Committee may deem necessary or desirable to comply with the terms of any such listing, registration or qualification requirement or to obtain an exemption therefrom, (iii) any and all other consents, clearances and approvals in respect of an action under the Plan by any governmental or other regulatory body or any stock exchange or self-regulatory agency, (iv) any and all consents by the Participant to (A) the Company's supplying to any third party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan and (B) the Company's imposing sales and transfer procedures and restrictions on Shares delivered under the Plan and (v) any and all other consents or authorizations required to comply with, or required to be obtained under law.

(g) "Fair Market Value" on a specified date shall mean the closing price for a Share on the stock exchange, if any, on which such Shares are primarily traded, but if no Shares were traded on such date, the average of the bid and asked closing prices at which one Share is traded on the over-the-counter market, as reported

on the National Association of Securities Dealers Automated Quotation System, or, if none of the above is applicable, the value of a Share as established by the Committee for such date using any reasonable method of valuation.

(h) "GAAP" shall mean accounting principles generally accepted in the United States of America.

(i) "Non-Employee Director" shall mean a member of the Board of Directors who is not a current employee of the Company or its subsidiaries.

(j) "Option" shall mean an option granted pursuant to Section 6.1 of the Plan.

(k) "Participant" shall mean a Non-Employee Director who has been granted an Award under the Plan.

(l) "Plan" shall mean the AMC Networks Inc. 2011 Stock Plan for Non-Employee Directors, as amended from time to time.

(m) "Restricted Stock Unit" shall mean a restricted stock unit granted pursuant to Section 6.2 of the Plan, each such unit representing an unfunded and unsecured promise to deliver a Share (or cash or other property equal in value to the Share).

(n) "Share" shall mean a share of AMC Networks Inc. Class A Common Stock, par value \$0.01 per share.

3. **Plan Administration.**

3.1. **Committee.** The Plan shall be administered by the Committee, which shall consist of at least two members of the Board of Directors who shall be appointed by, and shall serve at the pleasure of, the Board of Directors. Except as otherwise determined by the Board of Directors, the members of the Committee shall be "non-employee directors" under Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act"); provided, however, that the failure of the Committee to be so comprised shall not cause any Award to be invalid. The Committee may delegate any of its powers under the Plan to a subcommittee of the Committee (which hereinafter shall also be referred to as the Committee). It is expected and permitted that members of the Committee shall be Participants.

3.2. **Authority.** The Committee shall have full authority, subject to the terms of the Plan (including Section 12), to (a) exercise all of the powers granted to it under the Plan, (b) construe, interpret and implement the Plan and all Awards and Award Agreements, (c) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing its own operations, (d) make all determinations necessary or advisable in administering the Plan, (e) correct any defect, supply any omission and

reconcile any inconsistency in the Plan, (f) amend the Plan, (g) grant Awards and determine who shall receive Awards and the terms and conditions of such Awards, (h) amend any outstanding Award in any respect, including, without limitation, to (1) accelerate the time or times at which the Award becomes vested or unrestricted or may be exercised or at which Shares are delivered under the Award (and, without limitation on the Committee's rights, in connection with such acceleration, the Committee may provide that any Shares delivered pursuant to such Award shall be subject to vesting, transfer, forfeiture or repayment provisions similar to those in the Participant's underlying Award) or (2) waive or amend any restrictions or conditions applicable to such Award, or impose new restrictions or conditions and (i) determine at any time whether, to what extent and under what circumstances and method or methods (1) Awards may be (A) settled in cash, Shares, other securities, other Awards or other property, (B) exercised or (C) canceled, forfeited or suspended or (2) Shares, other securities, cash, other Awards or other property and other amounts payable with respect to an Award may be deferred either automatically or at the election of the Participant or of the Committee. The enumeration of the foregoing powers is not intended and should not be construed to limit in any way the authority of the Committee under the Plan which is intended, to the fullest extent permitted by law, to be plenary. The Plan, and all such rules, regulations, determinations and interpretations, shall be binding and conclusive upon the Company, its stockholders and all Participants, and upon their respective legal representatives, heirs, beneficiaries, successors and assigns and upon all other persons claiming under or through any of them.

3.3. **Liability.** No member of the Board of Directors or the Committee or any employee of the Company or any of its affiliates (each such person a "Covered Person") shall have any liability to any person (including, without limitation, any Participant) for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award. Each Covered Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan and against and from any and all amounts paid by such Covered Person, with the Company's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person, provided that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful criminal act or omission. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under the Company's

Certificate of Incorporation or By-laws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

4. **Eligibility.** All Non-Employee Directors are eligible for the grant of Awards. Non-Employee Directors of Cablevision Systems Corporation (“Cablevision”) are also eligible for the grant of Shares in connection with the spin-off of the Company from Cablevision in respect of their outstanding awards issued by Cablevision.

5. **Shares Subject to the Plan.**

5.1. **Number.** The aggregate number of Shares that may be subject to Awards granted under this Plan shall not exceed [TBD], which may be either treasury Shares or authorized but unissued Shares. To the extent that (i) an Award shall be paid, settled or exchanged or shall expire, lapse, terminate or be cancelled for any reason without the issuance of Shares or (ii) any Shares under an Award are not issued because of payment or withholding obligations, then the Committee may also grant Awards with respect to such Shares. Awards payable only in cash or property other than Shares shall not reduce the aggregate remaining number of Shares with respect to which Awards may be made under the Plan and Shares relating to any other Awards that are settled in cash or property other than Shares, when settled, shall be added back to the aggregate remaining number of Shares with respect to which Awards may be made under the Plan. The maximum number of Shares that may be issued under the Plan shall be adjusted by the Committee as appropriate to account for the adjustments provided for in Section 5.2 hereof. Any Shares with respect to which the Company becomes obligated to make Awards through the assumption of, or in substitution for, outstanding awards previously granted by an acquired entity, shall not count against the Shares available to be delivered pursuant to Awards under this Plan.

5.2. **Adjustment in Capitalization.** In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event affects Shares such that the failure to make an adjustment to an Award would not fairly protect the rights represented by the Award in accordance with the essential intent and principles thereof (each such event, an “Adjustment Event”), then the Committee shall, in such manner as it may determine to be equitable in its sole discretion, adjust any or all of the terms of an outstanding Award (including, without limitation, the number of Shares covered by such outstanding Award, the type of property to which the Award is subject and the exercise price of such Award). In determining adjustments to be made under this Section 5.2, the Committee may take into account such factors as it determines to be appropriate, including without limitation (i) the provisions of applicable law and (ii) the potential tax or accounting consequences of an adjustment (or not making an adjustment) and, in light of such factors or others, may make adjustments that are not uniform or proportionate among outstanding Awards.

Any fractional shares or securities payable upon the exercise of an Award as a result of an adjustment pursuant to this Section 5.2 shall, at the election of the Committee, be payable in cash, Shares, or a combination thereof, on such bases as the Committee may determine in its sole discretion.

6. Terms and Conditions of Awards.

6.1. Options.

6.1.1 Terms and Conditions. The form, terms and conditions of each Option shall be determined by the Committee and shall be set forth in an Award Agreement. Such terms and conditions may include, without limitation, provisions relating to the vesting and exercisability of such Options as well as the conditions or circumstances upon which such Options may be accelerated, extended, forfeited or otherwise modified; provided, however, that unless the Award Agreement states otherwise, all Options granted under the Plan shall be fully vested and exercisable on the date of grant. All or any part of any unexercised Options granted to any Participant, to the extent not otherwise exercisable, may be made exercisable upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

6.1.2 Exercise Price. The exercise price per Share of the Shares to be purchased pursuant to each Option shall be fixed by the Committee at the time an Option is granted, but in no event shall it be less than the Fair Market Value of a Share on the date on which the Option is granted. Such exercise price shall thereafter be subject to adjustment as required by the Award Agreement relating to each Option or Section 5.2 hereof.

6.1.3 Duration of Options. The duration of any Option granted under this Plan shall be for a period fixed by the Committee but shall, except as described in the next sentence, in no event be more than ten (10) years. Notwithstanding the foregoing, an Award Agreement may provide that, in the event the Participant dies while the Option is outstanding, the Option will remain outstanding until the first anniversary of the Participant's date of death, and whether or not such first anniversary occurs prior to or following the expiration of ten (10) years from the date the Option was granted.

6.1.4 Written Notice for Exercise. An Option shall be exercised by the delivery to any person who has been designated by the Company for the purpose of receiving the same, of a written notice duly signed by the Participant (or the representative of the estate or the heirs of a deceased Participant) to such effect (or electronic notice in a manner, if any, previously approved by the Company).

6.1.5 Payment. Unless the Company chooses to settle an Option in cash, Shares or a combination thereof pursuant to Section 6.1.6 hereof, the Participant shall be required to deliver to the Company, within five (5) days of the delivery of the notice described above, either cash, a check payable to the order of the Company, Shares

duly endorsed over to the Company (which Shares shall be valued at their Fair Market Value as of the date preceding the day of such exercise) or any combination of such methods, which together amount to the full exercise price of the Shares purchased pursuant to the exercise of the Option. Notwithstanding the preceding sentence, the Company and the Participant may agree upon any other reasonable manner of providing for payment of the exercise price of the Option. Except to the extent the Committee chooses to settle any Option in cash pursuant to Section 6.1.6 hereof, within a reasonable time after exercise of an Option the Company shall either issue to the Participant a certificate representing the Shares purchased pursuant to the exercise of the Option or credit the number of such Shares to a book-entry account. To the extent the Committee chooses to settle any Option in cash pursuant to Section 6.1.6, within a reasonable time after exercise of an Option, the Company shall cause to be delivered to the person entitled thereto a payment for the amount payable pursuant to the exercise of the Option.

6.1.6 **Settlement of an Option.** When an Option is exercised pursuant to Section 6.1.4 hereof, the Committee, in its sole discretion, may elect, in lieu of issuing Shares pursuant to the terms of the Option, to settle the Option by paying the Participant an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one Share on the date the Option is exercised over the exercise price of the Option (the "Option Spread") by (ii) the number of Shares with respect to which the Option is exercised. The amount payable to the Participant in these circumstances shall be paid by the Company either in cash or in Shares having a Fair Market Value equal to the Option Spread, or a combination thereof, as the Committee shall determine at the time the Option is exercised or at the time the Option is granted.

6.2. **Restricted Stock Units.**

6.2.1 **Terms and Conditions.** The form, terms and conditions of each Restricted Stock Unit shall be determined by the Committee and shall be set forth in an Award Agreement. Such terms and conditions may include, without limitation, the conditions or circumstances upon which such Restricted Stock Unit will be paid, forfeited or otherwise modified, and the date or dates upon which any Shares, cash or other property shall be delivered to the Participant in respect of the Restricted Stock Units; provided, however, that unless the Award Agreement states otherwise, all Restricted Stock Units granted under the Plan shall be fully vested on the date of grant and shall be payable on such date as determined by the Committee. All or any part of any Restricted Stock Units granted to any Participant, to the extent not otherwise paid, may be paid to the Participant upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

6.2.2 **Settlement of Restricted Stock Units.** The Committee, in its sole discretion, may instruct the Company to pay on the date when Shares would otherwise be issued pursuant to a Restricted Stock Unit, in lieu of such Shares, a cash amount equal to the number of such Shares multiplied by the Fair Market Value of a Share on the date when Shares would otherwise have been issued. If a Participant is entitled to receive

other stock, securities or other property as a result of adjustment, pursuant to Section 5.2 hereof, the Committee, in its sole discretion, may instruct the Company to pay, in lieu of such other stock, securities or other property, cash equal to the fair market value thereof as determined in good faith by the Committee. Until the delivery of such Shares, cash, securities or other property, the rights of a Participant with respect to a Restricted Stock Unit shall be only those of a general unsecured creditor of the Company.

6.2.3 **Right to Receive Dividends on Restricted Stock Units.** Unless the Committee determines otherwise, during the period prior to payment of the Restricted Stock Unit, all ordinary cash dividends (as determined by the Committee in its sole discretion) that would have been paid upon any Share underlying a Restricted Stock Unit had such Shares been issued shall be paid only at the time and to the extent such Restricted Stock Unit is vested.

6.3. **Grant of Other Stock-Based Awards.** The Committee may grant other types of equity-based or equity-related Awards (including, without limitation, restricted Shares, unrestricted Shares and stock appreciation rights) in such amounts and subject to such terms and conditions as the Committee shall determine. Such Awards may entail the transfer of actual Shares, or payment in cash or otherwise of amounts based on the value of Shares.

7. **No Rights of a Stockholder.** A Participant shall not have any of the rights or privileges of a stockholder of the Company with respect to the Shares subject to an Award unless and until such Shares have been issued and have been duly registered in the Participant's name. Thereupon, such Participant shall have full voting, dividend and other ownership rights with respect to such Shares. The Company will not be obligated to issue or deliver any Shares unless and until all legal matters in connection with the issuance and delivery of Shares have been approved by the Company's counsel and the Company's counsel determines that all applicable federal, state and other laws and regulations have been complied with and all listing requirements for relevant stock exchanges have been met.

8. **Compliance with Rule 16b-3.** It is the Company's intent that the Plan comply in all respects with Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "Act"). If any provision of the Plan is later found not to be in compliance with such Rule, the provision shall be deemed null and void. All actions with respect to Awards under the Plan shall be executed in accordance with the requirements of Section 16 of the Act, as amended, and any regulations promulgated thereunder. To the extent that any of the provisions contained herein do not conform with Rule 16b-3 of the Act or any amendments thereto or any successor regulation, then the Committee may make such modifications so as to conform the Plan and any Awards granted thereunder to the Rule's requirements.

9. **Consents.** If the Committee shall at any time determine that any Consent is necessary or desirable as a condition of, or in connection with, the granting of

any Award, the delivery of Shares or the delivery of any cash, securities or other property under the Plan, or the taking of any other action, then such action shall not be taken, in whole or in part, unless and until such Consent shall have been effected or obtained to the full satisfaction of the Committee.

10. **Withholding.** If the Company shall be required to withhold any amounts by reason of a federal, state or local tax laws, rules or regulations in respect of any Award, the Company shall be entitled to deduct or withhold such amounts from any payments (including, without limitation Shares which would otherwise be issued to the Participant pursuant to the Award; provided that, to the extent desired for GAAP purposes, such withholding shall not exceed the statutory minimum amount required to be withheld) to be made to the Participant. In any event, the Participant shall make available to the Company, promptly when requested by the Company, sufficient funds or Shares to meet the requirements of such withholding and the Company shall be entitled to take and authorize such steps as it may deem advisable in order to have such funds made available to the Company out of any funds or property due to the Participant.

11. **Non-Transferability of Awards.** Unless the Committee shall permit (on such terms and conditions as it shall establish) an Award to be transferred to a member of the Participant's immediate family or to a trust or similar vehicle for the benefit of members of the Participant's immediate family (collectively, the "Permitted Transferees"), no Award shall be assignable or transferable except by will or by the laws of descent and distribution, and except to the extent required by law, no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant. All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant or, if applicable, the Permitted Transferees.

12. **Administration and Amendment of Plan.** The Board of Directors or the Committee may discontinue the Plan at any time and from time to time may amend or revise the terms of the Plan or any Award Agreement, as permitted by applicable law, except that it may not (a) make any amendment or revision in a manner unfavorable to a Participant (other than if immaterial), without the consent of the Participant or (b) make any amendment or revision without the approval of the stockholders of the Company if such approval is required by the rules of an exchange on which Shares are traded. Consent of the Participant shall not be required solely pursuant to the previous sentence in respect of any adjustment made pursuant to Section 5.2 except to the extent the terms of an Award Agreement expressly refer to an Adjustment Event, in which case such terms shall not be amended in a manner unfavorable to a Participant (other than if immaterial) without such Participant's consent.

13. **Effective Date.** The Plan shall become effective upon approval by the stockholders of the Company.

14. **Severability.** If any of the provisions of this Plan or any Award Agreement is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected thereby; provided that, if any of such provisions is finally held to be invalid, illegal, or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision shall be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

15. **Plan Headings.** The headings in this Plan are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

16. **Non-Uniform Treatment.** The Committee's determinations under the Plan need not be uniform and may be made by it selectively among Participants (whether or not such Participants are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Award Agreements, as to the terms and provisions of Awards under the Plan.

17. **Governing Law.** The Plan and any Award Agreements shall be governed by, and construed in accordance with, the laws of the state of Delaware, without reference to principles of conflicts of laws.

18. **Successors and Assigns.** The terms of the Plan shall be binding upon and inure to the benefit of the Company and its successors and assigns.

19. **Duration.** This Plan shall remain in effect until May 16, 2021 unless sooner terminated by the Committee or the Board of Directors. Awards theretofore granted may extend beyond that date in accordance with the provisions of the Plan.

20. **Distribution Issuance.**

20.1. Notwithstanding Section 3 of the Plan, the Compensation Committee (the "Cablevision Committee") of the Board of Directors of Cablevision Systems Corporation ("Cablevision") may grant Awards with respect to outstanding equity awards of Cablevision in connection with the distribution by Cablevision to holders of its common stock of all of the outstanding Shares (such distribution, the "Distribution"). In this capacity, the Cablevision Committee shall have full authority to grant Awards in connection with the Distribution and determine the recipients, terms and conditions of such Awards, and each member of the Cablevision Committee shall be considered a "Covered Person" for purposes of Section 3.3 of the Plan. Actions taken by the Cablevision Committee in accordance with this Section 20 which have effect after the

effective date of this Plan shall be valid even if such action is taken prior to the effective date of this Plan.

20.2. Notwithstanding Section 6.1.2 of the Plan, the exercise price per Share of the Shares to be purchased pursuant to each Option granted by the Cablevision Committee in connection with the Distribution may be less than the Fair Market Value of a Share on the date on which the Option is granted, in order to preserve the intrinsic value of the outstanding Cablevision equity awards prior to the Distribution.

AMC Networks Inc. 2011 Cash Incentive Plan

1. **Purpose.** The purposes of the AMC Networks Inc. 2011 Cash Incentive Plan are (a) to advance the interests of the Company and its shareholders by providing a means to motivate the employees of the Company and its Affiliates, upon whose judgment, initiative and efforts the continued success, growth and development of the Company is dependent; (b) to link the rewards of the employees of the Company and its Affiliates to the achievement of specific performance objectives and goals when so desired; (c) to assist the Company and its Affiliates in maintaining a competitive total compensation program that serves to attract and retain the most highly qualified individuals; and (d) to permit the grant and payment of awards that are deductible to the Company pursuant to Section 162(m) of the Internal Revenue Code when so desired.

2. **Definitions.** When used in this Plan, unless the context otherwise requires:

- (a) "Affiliate" shall mean (i) any Entity controlling, controlled by, or under common control with the Company or any other Affiliate and (ii) any Entity in which the Company owns at least five percent of the outstanding equity interests of such Entity.
 - (b) "Annual Incentive Award" shall mean an annual incentive award to be earned (and therefore payable) in respect of a Participant's performance over one Plan Year, granted pursuant to Section 6.
 - (c) "Award" shall mean a cash award which is granted or made under the Plan including an Annual Incentive Award and a Long-Term Incentive Award.
 - (d) "Board of Directors" shall mean the Board of Directors of the Company, as constituted at any time.
 - (e) "Committee" shall mean the Compensation Committee of the Board of Directors, as described in Section 3.
 - (f) "Company" shall mean AMC Networks Inc., a Delaware corporation.
 - (g) "Covered Employee" shall mean any employee of the Company or its subsidiaries who, in the discretion of the Committee, is likely to be a "covered employee" under Section 162(m) of the Internal Revenue Code for the year in which an Award is payable and any employee of the Company or an Affiliate designated by the Committee as such, in its discretion, for purposes of an Award.
 - (h) "Entity" shall mean any business, corporation, partnership, limited liability company or other entity.
 - (i) "GAAP" shall mean accounting principles generally accepted in the United States of America.
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(j) "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

(k) "Long-Term Incentive Award" shall mean a long-term incentive award to be earned over a period extending beyond one Plan Year, granted pursuant to Section 5.

(l) "Participant" shall mean an employee of the Company or an Affiliate who is granted an Award by the Committee under the Plan.

(m) "Performance Criteria" shall mean a goal or goals established by the Committee and measured over a period or periods selected by the Committee, such goal(s) to constitute a requirement that must be met in connection with the vesting, exercise and/or payment of an Award under the Plan as specified by the Committee. To the extent that an Award is intended to satisfy the requirements for deductibility under Section 162(m) of the Internal Revenue Code, the payment of the Award will be conditioned on the satisfaction of one or more of the performance criteria listed below over a period or periods selected by the Compensation Committee. The performance criteria may be determined by reference to the performance of the Company, an affiliate or a business unit, product, production, network or service thereof or any combination of the foregoing. Such criteria may also be measured on a per customer, subscriber, viewer (or available viewer), basic or diluted share basis or any combination of the foregoing and may reflect absolute performance, incremental performance or comparative performance to other companies (or their products or services) determined on a gross, net, GAAP or non-GAAP basis, with respect to one or more of the following: (i) net or operating income or other measures of profit; (ii) measures of revenue; (iii) earnings before interest, taxes, depreciation and amortization (EBITDA); (iv) cash flow, free cash flow, adjusted operating cash flow and similar measures; (v) return on equity, investment, assets or capital; (vi) gross or operating margins or savings; (vii) performance relative to budget, forecast or market expectations; (viii) market share or penetration, subscriber or customer acquisition or retention, ratings or viewership; (ix) operating metrics relating to sales, subscriptions or customer service or satisfaction; (x) capital spending management or product or service deployments; (xi) achievement of strategic business objectives such as acquisitions, dispositions or investments; (xii) a specified increase in the fair market value of the Company's common stock; (xiii) a specified increase in the private market value of the Company; (xiv) the price of the Company's common stock; (xv) earnings per share; and/or (xvi) total shareholder return.

(n) "Permitted Transferees" shall have the meaning set forth in Paragraph 9 hereof.

(o) "Plan" shall mean the AMC Networks Inc. 2011 Cash Incentive Plan, as it may be amended from time to time.

(p) "Plan Year" shall mean the Company's fiscal year.

3. Administration.

(a) The Plan shall be administered by the Committee, which shall consist of at least the minimum number of members of the Board of Directors required by Section 162(m) of the Internal Revenue Code. Such members shall be appointed by, and shall serve at the pleasure of, the Board of Directors. Except as otherwise determined by the Board of Directors, the members of the Committee shall be "non-employee directors" as defined in Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") and "outside directors" to the extent required by Section 162(m) of the Internal Revenue Code; provided, however, that the failure of the Committee to be so comprised shall not cause any Award to be invalid. The Committee may delegate any of its powers under the Plan to a subcommittee of the Committee (which hereinafter shall also be referred to as the Committee). The Committee may also delegate to any person who is not a member of the Committee or to any administrative group within the Company, any of its powers, responsibilities or duties. In delegating its authority, the Committee shall consider the extent to which any delegation may cause Awards to fail to be deductible under Section 162(m) of the Internal Revenue Code or to fail to meet the requirements of Rule 16(b)-3(d)(1) or Rule 16(b)-3(e) under the Exchange Act.

(b) The Committee, acting in its sole discretion, shall have full authority, subject to the terms of the Plan (including Section 10), to (a) exercise all of the powers granted to it under the Plan, (b) construe, interpret and implement the Plan, grant terms and grant notices, and all Awards and Award certificates or agreements, (c) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing its own operations, (d) make all determinations necessary or advisable in administering the Plan, (e) correct any defect, supply any omission and reconcile any inconsistency in the Plan, (f) amend the Plan, (g) grant Awards and determine who shall receive Awards and the terms and conditions of such Awards, including, but not limited to, conditioning the payout or other term or condition of an Award on the achievement of Performance Criteria, if so desired, (h) amend any outstanding Award in any respect including, without limitation, to (1) accelerate the time or times at which an Award is paid or (2) waive or amend any goals, restrictions, conditions or Performance Criteria (subject to the requirements of Section 162(m) of the Internal Revenue Code, if applicable to the Award) applicable to such Award, or impose new goals or restrictions and (i) determine at any time whether, to what extent and under what circumstances and method or methods (1) Awards may be paid, canceled, forfeited or suspended or (2) amounts payable with respect to an Award may be deferred either automatically or at the election of the participant or of the Committee. The enumeration of the foregoing powers is not intended and should not be construed to limit in any way the authority of the Committee under the Plan which is intended, to the fullest extent permitted by law, to be plenary. The Plan, and all such rules, regulations, determinations and interpretations, shall be binding and conclusive upon the Company, its stockholders and all Participants, and upon their respective legal representatives, heirs, beneficiaries, successors and assigns and upon all other persons claiming under or through any of them.

(c) No member of the Board of Directors or the Committee or any employee of the Company or any of its Affiliates (each such person a "Affected Person") shall have any liability to any person (including, without limitation, any Participant) for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award. Each

Affected Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Affected Person in connection with or resulting from any action, suit or proceeding to which such Affected Person may be a party or in which such Affected Person may be involved by reason of any action taken or omitted to be taken under the Plan and against and from any and all amounts paid by such Affected Person, with the Company's approval, in settlement thereof, or paid by such Affected Person in satisfaction of any judgment in any such action, suit or proceeding against such Affected Person; provided that, the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to an Affected Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Affected Person giving rise to the indemnification claim resulted from such Affected Person's bad faith, fraud or willful criminal act or omission. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Affected Persons may be entitled under the Company's Certificate of Incorporation or By-laws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

4. **Participants.** All employees of the Company or an Affiliate shall be eligible to receive Awards under the Plan. Nothing herein contained shall be construed to prevent the making of one or more Awards at the same or different times to the same employee.

5. **Long-Term Incentive Awards.**

(a) **Terms and Conditions.** The amount, form, terms and conditions of each Long-Term Incentive Award shall be determined by the Committee in its sole discretion and may be set forth in an Award certificate or agreement. Such terms and conditions may include, without limitation, the date or dates and the conditions or circumstances upon which such Award shall be paid to the Participant, forfeited or otherwise modified. The Committee may, in its sole discretion, establish one or more conditions to the entitlement of a Long-Term Incentive Award including, without limitation, conditions the satisfaction of which are measured by the achievement of Performance Criteria.

(b) **Duration of Awards.** The duration of any Long-Term Incentive Award granted under this Plan shall be for a period fixed by the Committee but shall in no event be more than ten years.

(c) **Dollar Limitation.** At the time a Long-Term Incentive Award is granted, the Committee shall determine whether it is intended to satisfy the requirements of Section 162(m) of the Internal Revenue Code. In no event shall any Covered Employee be granted, in any one Plan Year, Long-Term Incentive Awards intended to satisfy such requirements that provide for the maximum payment of an aggregate amount exceeding \$10 million.

(d) **Committee Certification.** If the Company establishes conditions to the entitlement of a Long-Term Incentive Award relating to the achievement of Performance Criteria pursuant to Section 5(a), the Committee shall determine (in a writing consistent with the requirements of Section 162(m) of the Internal Revenue Code with respect to any Covered Employee) whether the Performance Criteria have been met with respect to any affected Participant and, if they have, so certify and ascertain the amount of the applicable Long-Term Incentive Award. No such Long-Term Incentive Award will be paid until such certification is made by the Committee.

(e) **Payment of Long-Term Incentive Awards.** Except as otherwise provided herein, Long-Term Incentive Awards shall be payable as soon as practicable following the certification by the Committee described in Section 5(d). All or any part of any outstanding Long-Term Incentive Awards granted to any Participant shall be payable upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

6. Annual Incentive Awards.

(a) **Terms and Conditions.** The amount, form, terms and conditions of each Annual Incentive Award shall be determined by the Committee in its sole discretion and may be set forth in an Award certificate or agreement. Such terms and conditions may include, without limitation, the date or dates and the conditions upon which such Award shall be paid to the Participant or forfeited. The Committee may, in its sole discretion, establish one or more conditions to the entitlement of an Annual Incentive Award including, without limitation, conditions the satisfaction of which are measured by the achievement of Performance Criteria.

(b) **Dollar Limitation.** At the time an Annual Incentive Award is granted, the Committee shall determine whether it is intended to satisfy the requirements of Section 162(m) of the Internal Revenue Code. In no event shall any Covered Employee be granted, in respect of performance in any one Plan Year, Annual Incentive Awards intended to satisfy such requirements in a maximum amount exceeding in the aggregate \$10 million.

(c) **Committee Certification.** If the Company establishes conditions to the entitlement of an Annual Incentive Award relating to the achievement of Performance Criteria pursuant to Section 6(a), the Committee shall determine (in a writing consistent with the requirements of Section 162(m) of the Internal Revenue Code with respect to any Covered Employee) whether the Performance Criteria have been met with respect to any affected Participant and, if they have, so certify and ascertain the amount of the applicable Annual Incentive Award. No Annual Incentive Award will be paid until such certification is made by the Committee.

(d) **Payment of Annual Incentive Awards.** Except as otherwise set forth herein, Annual Incentive Awards shall be payable as soon as practicable following the certification by the Committee described in Section 6(c). All or any part of any outstanding Annual Incentive Awards granted to any Participant shall be payable upon the occurrence of such special circumstances or events as determined in the sole discretion of the Committee.

7. No Right to Continued Employment. Nothing in the Plan or in any Award certificate or agreement shall confer upon any Participant the right to continued employment by the Company

or any Affiliate or affect any right which the Company or any Affiliate may have to terminate such employment.

8. **Withholding.** If the Company or an Affiliate shall be required to withhold any amounts by reason of federal, state or local tax laws, rules or regulations in respect of the payment of an Award to the Participant, the Company or an Affiliate shall be entitled to deduct or withhold such amounts from any cash payments made to the Participant. In any event, the Participant shall make available to the Company or Affiliate, promptly when requested by the Company or such Affiliate, sufficient funds to meet the requirements of such withholding and the Company or Affiliate shall be entitled to take and authorize such steps as it may deem advisable in order to have such funds made available to the Company or Affiliate out of any funds or property due to the Participant.

9. **Non-Transferability of Awards.** Unless the Committee shall permit (on such terms and conditions as it shall establish) an Award to be transferred to a member of the Participant's immediate family or to a trust or similar vehicle for the benefit of members of the Participant's immediate family (collectively, the "Permitted Transferees"), no Award shall be assignable or transferable by a Participant except by will or by the laws of descent and distribution, and except to the extent required by law, no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant.

10. **Administration and Amendment of the Plan.** The Board of Directors or the Committee may discontinue the Plan at any time and from time to time may amend or revise the terms of the Plan, as permitted by applicable law, except that it may not amend or revise, in any manner unfavorable to a recipient (other than if immaterial), any Long-Term Incentive Award, without the consent of the recipient of that Long-Term Incentive Award.

11. **Right of Offset.** The Company shall have the right to offset against its obligation to deliver amounts under any Award that do not constitute "non-qualified deferred compensation" pursuant to Section 409A of the Internal Revenue Code or any outstanding amounts of whatever nature that the Participant then owes to the Company or any of its Affiliates.

12. **Effective Date.** The Plan shall become effective upon approval by the stockholders of the Company.

13. **Severability.** If any of the provisions of this Plan is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected thereby; provided, that, if any of such provisions is finally held to be invalid, illegal, or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision shall be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

14. **Plan Headings.** The headings in this Plan are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

15. **Non-Uniform Treatment.** The Committee's determinations under the Plan need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, Awards (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Award certificates or agreements, as to the persons who receive Awards under the Plan, and the terms and provisions of Awards under the Plan.

16. **Section 409A.** It is the Company's intent that Awards under this Plan be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code, and that this Plan be administered and interpreted accordingly. If and to the extent that any Award made under this Plan is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A of the Internal Revenue Code and is payable to a Participant by reason of the Participant's termination of employment, then (a) such payment or benefit shall be made or provided to the Participant only upon a "separation from service" as defined for purposes of Section 409A of the Internal Revenue Code under applicable regulations and (b) if the Participant is a "specified employee" (within the meaning of Section 409A of the Internal Revenue Code and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of the Participant's separation from service (or the Participant's earlier death).

17. **Governing Law.** All rights and obligations under the Plan shall be construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflict of laws.

18. **Successors and Assigns.** The terms of this Plan shall be binding upon and inure to the benefit of the Company and its successors and assigns.

19. **Final Issuance Date.** No Awards shall be made under this Plan after May 16, 2016.

20. **Distribution Issuance.** Notwithstanding Section 3 of the Plan, the Compensation Committee (the "Cablevision Committee") of the Board of Directors of Cablevision Systems Corporation ("Cablevision") may grant Awards with respect to outstanding cash incentive awards of Cablevision in connection with the distribution by Cablevision to holders of its common stock of all of the outstanding shares of AMC Networks Inc. Class A Common Stock (such distribution, the "Distribution"). In this capacity, the Cablevision Committee shall have full authority to grant Awards in connection with the Distribution and determine the recipients, terms and conditions of such Awards, and each member of the Cablevision Committee shall be considered an "Affected Person" for purposes of Section 3(c) of the Plan. Actions taken by the Cablevision Committee in accordance with this Section 20 which have effect after the effective date of this Plan shall be valid even if such action is taken prior to the effective date of this Plan.

TIME SHARING AGREEMENT

THIS TIME SHARING AGREEMENT is entered into effective as of the date described in Section 13 below, by and between CSC TRANSPORT, INC., a Delaware corporation with a place of business at 8000 Republic Airport, Hangar 5, Farmingdale, New York 11768 ("Lessor"), and RAINBOW MEDIA HOLDINGS LLC, a Delaware limited liability company with a place of business at 11 Penn Plaza, New York, New York 10001 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the operator of the fixed-wing and rotary-wing aircraft set forth on Exhibit A hereto, as amended from time to time (collectively, the "Aircraft"); and

WHEREAS, Lessor employs fully-qualified and credentialed flight crews to operate the Aircraft; and

WHEREAS, Lessor has agreed to lease the Aircraft, with flight crew, to Lessee on a "time sharing" basis as defined in Section 91.501(c)(1) of the Federal Aviation Regulations ("FAR") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee, intending to be legally bound, hereby agree as follows:

1. Lease of Aircraft.

(a) Lessor agrees to lease the Aircraft to Lessee pursuant to the provisions of FAR Section 91.501(b)(6) and Section 91.501(c)(1) and this Agreement, and to provide a fully-qualified and credentialed flight crew for all flights to be conducted hereunder during the Term (as defined in Section 13) hereof. Lessor shall use the Aircraft pursuant to such lease solely for flights conducted for business purposes of Lessor or its parent company or subsidiaries. The parties acknowledge and agree that this Agreement did not result in any way from any direct or indirect advertising, holding out or soliciting on the part of Lessor or any person purportedly acting on behalf of Lessor. Lessor and Lessee intend that the lease of the Aircraft effected by this Agreement shall be treated as a "wet lease" pursuant to which Lessor provides transportation services to Lessee in accordance with FAR Section 91.501(b)(6) and Section 91.501(c)(1).

(b) If Lessor no longer is the operator of any one or more of the Aircraft, Exhibit A shall be modified to delete any reference to such Aircraft and this Agreement shall be terminated as to such Aircraft, but shall remain in full force and effect with respect to each of the other Aircraft. No such termination shall affect any of the rights or obligations of the parties accrued or incurred hereunder prior to such termination. If Lessor becomes the operator of any aircraft not listed in Exhibit A hereto, subject in all respects to the FAR and any other applicable law or regulation, Exhibit A shall be modified to include such aircraft, and thereafter this Agreement shall remain in full force and effect with respect to such Aircraft and each of the other Aircraft.

2. Payment for Use of Aircraft. Lessee shall pay Lessor the following actual expenses of each flight conducted under this Agreement as provided below, not to exceed the maximum amount legally payable for such flight under FAR Section 91.501(d)(1)-(10):

- (a) fuel, oil, lubricants and other additives;
- (b) travel expenses of crew, including food, lodging and ground transportation;
- (c) hangar and tie-down costs away from the Aircraft's base of operation;
- (d) additional insurance obtained for the specific flight at the request of Lessee;
- (e) landing fees, airport taxes and similar assessments;
- (f) customs, foreign permit and similar fees directly related to the flight;
- (g) in-flight food and beverages;
- (h) passenger ground transportation;
- (i) flight planning and weather contract services; and
- (j) an additional charge equal to 100% of the expenses listed in Section 2(a).

In the case of flights conducted under this Agreement using rotary-wing aircraft, Lessee shall be obligated to reimburse Lessor for the actual expenses set forth in Section 2(a)-(j) for occupied legs only and not for deadhead flights. In the case of flights conducted under this Agreement using fixed-wing aircraft, Lessee shall be obligated to reimburse Lessor for the actual expenses set forth in Section 2(a)-(j) for all occupied legs and for deadhead flights to the extent attributable to flights under this Agreement. Lessor and Lessee agree to allocate in good faith the treatment of any flight or deadhead flight that may be for the joint benefit of Lessor and Lessee (e.g., involving employees of both parties).

3. Operational Control of Aircraft. Lessor and Lessee intend and agree that on all flights conducted under this Agreement, Lessor shall have complete and exclusive operational control over the Aircraft, its flight crews and maintenance, and complete and exclusive possession, command and control of the Aircraft. Lessor shall have complete and exclusive responsibility for scheduling, dispatching and flight following of the Aircraft on all flights conducted under this Agreement, which responsibility includes the sole and exclusive right over initiating, conducting and terminating such flights. Lessee shall have no responsibility for scheduling, dispatching or flight following on any flight conducted under this Agreement, nor any right over initiating, conducting or terminating any such flight. Nothing in this Agreement is intended or shall be construed so as to convey to Lessee any operational control over, or possession, command and control of, the Aircraft, all of which are expressly retained by Lessor.

4. Scheduling.

(a) Lessee will provide Lessor with requests for flight time and proposed flight schedules as far in advance of any given flight as possible. The designated authorized representative(s) of Lessee shall submit scheduling requests under this Agreement to the designated authorized representative(s) of Lessor. Requests for flight time shall be in such form (whether oral or written) mutually convenient to, and agreed upon by, the parties. In addition to proposed schedules and flight times, Lessee shall upon request provide Lessor with the following information for each proposed flight prior to scheduled departure: (i) proposed departure point; (ii) destination; (iii) date and time of flight; (iv) the number of anticipated passengers; (v) the nature and extent of luggage to be carried; (vi) the date and time of a return flight, if any; and (vii) any other pertinent information concerning the proposed flight that Lessor or the flight crew may request.

(b) Subject to Aircraft and crew availability, Lessor shall use its good faith efforts in order to accommodate the needs of Lessee, to avoid conflicts in scheduling, and to enable Lessee to enjoy the benefits of this Agreement; however, Lessee acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, (i) Lessor shall have sole and exclusive final authority over the scheduling of the Aircraft; and (ii) the needs of Lessor for the Aircraft shall take precedence over Lessee's rights and Lessor's obligations under this Agreement.

(c) Although every good faith effort shall be made to avoid its occurrence, any flight scheduled under this Agreement is subject to cancellation by either party without incurring liability to the other party. In the event that cancellation is necessary, the canceling party shall provide the maximum notice practicable.

5. Billing. Lessor shall pay all expenses relating to the operation of the Aircraft under this Agreement. As soon as possible after the end of each calendar month during the Term, Lessor shall provide to Lessee an invoice showing all use of the Aircraft by Lessee under this Agreement during that month and a complete accounting detailing all amounts payable by Lessee pursuant to Section 2 for that month, including such detail supporting all

expenses paid or incurred by Lessor for which reimbursement is sought as Lessee may reasonably request. Lessee shall pay all amounts due to Lessor under this Section 5 not later than 30 days after receipt of the invoice therefor.

6. Maintenance of Aircraft. Lessor shall be solely responsible for securing maintenance, preventive maintenance and inspections of the Aircraft (utilizing an inspection program listed in FAR Section 91.409(f)), and shall take such requirements into account in scheduling the Aircraft hereunder.

7. Flight Crew.

(a) Lessor shall employ or engage and pay all salaries, benefits and and/or compensation for a fully-qualified flight crew with appropriate credentials to conduct each flight undertaken under this Agreement. Lessor may use temporary flight crewmembers for a flight under this Agreement only if any such temporary crewmember is FlightSafety (or SimuFlite) trained, is current on the Aircraft and satisfies all of the requirements and conditions under the insurance coverage for the Aircraft. All flight crewmembers shall be included on any insurance policies that Lessor is required to maintain hereunder.

(b) The qualified flight crew provided by Lessor shall exercise all of its duties and responsibilities with regard to the safety of each flight conducted hereunder in accordance with applicable FAR's. The Aircraft shall be operated under the standards and policies established by Lessor. Final authority to initiate or terminate each flight, and otherwise to decide all matters relating to the safety of any given flight or requested flight, shall rest with the pilot-in-command of that flight. The flight crew may, in its sole discretion, terminate any flight, refuse to commence any flight, or take any other action that, in the judgment of the pilot-in-command, is necessitated by considerations of safety. No such termination or refusal to commence by the pilot-in-command shall create or support any liability for loss, injury, damage or delay in favor of Lessee or any other person. Lessor shall not be liable for delay or failure to furnish the Aircraft and flight crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other causes reasonably beyond the control of Lessor.

8. Insurance.

(a) At all times during the Term of this Agreement, Lessor shall maintain at its sole cost and expense aircraft liability insurance against bodily injury and property damage claims, including, without limitation, contractual liability, premises damage, personal property liability, personal injury liability, death and property damage liability, public and passenger legal liability coverage, in an amount not less than \$100,000,000 for each single occurrence.

(b) Any policies of aircraft and liability insurance carried in accordance with this Section 8 and any policies taken out in substitution or replacement of any such policies (i) shall name Lessee and its officers, directors, employees, agents, servants and guests as additional insured; (ii) shall provide for 30 days written notice to Lessee by such insurer of cancellation, change, non-renewal or reduction (seven days in the case of war risk and allied perils coverage

or such shorter period as is customarily available in the industry); and (iii) shall permit the use of the Aircraft by Lessor for compensation or hire to the extent required in order to perform its obligations under this Agreement. Each shall be primary insurance, not subject to any co-insurance clause and shall be without right of contribution from any other insurance.

(c) Lessor shall use reasonable commercial efforts to provide such additional insurance coverage for specific flights under this Agreement, if any, as Lessee may request in writing. Lessee acknowledges that any trips scheduled to the European Union may require Lessor to purchase additional insurance to comply with local regulations. The cost of any such additional flight-specific insurance shall be borne by Lessee as set forth in Section 2(d) hereof.

(d) Each party agrees that it will not do any act or voluntarily suffer or permit any act to be done whereby any insurance required hereunder shall or may be suspended, impaired or defeated. In no event shall Lessor suffer or permit the Aircraft to be used or operated under this Agreement without such insurance being fully in effect.

(e) Lessor shall ensure that worker's compensation insurance with all-states coverage is provided for the Aircraft's crew and maintenance personnel. In addition to and not in limitation of the foregoing, each party shall maintain (or cause to be maintained) in full force and effect, at its own expense, workers compensation insurance with all-states coverage covering all employees whose work relates to or who travel on any one or more of the Aircraft.

(f) Each party shall deliver certificates of insurance to the other party with respect to the insurance required or permitted to be provided by it hereunder not later than the first flight of the Aircraft under this Agreement and upon the renewal date of each policy.

9. Taxes. Lessee shall be responsible for paying, and Lessor shall be responsible for collecting from Lessee and paying over to the appropriate authorities, all applicable Federal transportation taxes and sales, use or other excise taxes imposed by any governmental authority in connection with any use of the Aircraft by Lessee hereunder. Each party shall indemnify the other party against any and all claims, liabilities, costs and expenses (including attorney's fees as and when incurred) arising out of its breach of this undertaking.

10. Lessee's Representations and Warranties. Lessee represents and warrants that:

(a) It will not use the Aircraft for the purposes of providing transportation of passengers or cargo in air commerce for compensation or hire or for common carriage.

(b) It shall refrain from incurring any mechanic's or other liens in connection with inspection, preventive maintenance, maintenance or storage of the Aircraft, and it shall not attempt to convey, mortgage, assign, lease or in any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft or do anything or take any action that might mature into such a lien.

(c) It shall not lien or otherwise encumber, or create or place any lien or other encumbrance of any kind whatsoever, on or against the Aircraft for any reason. It also will ensure that no liens or encumbrances of any kind whatsoever are created or placed against the Aircraft for claims against Lessee or by Lessee.

(d) It will abide by and conform to all laws, governmental and airport orders, rules and regulations, as shall be imposed upon the lessee of an aircraft under a time sharing agreement.

11. Lessor's Representations and Warranties. Lessor represents and warrants that:

(a) It will abide by and conform to all such laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft pursuant to this Agreement.

(b) Lessor is, and at all times during the Term shall continue to be, a member in good standing of the National Business Aviation Association that is eligible to take advantage of the Small Aircraft Exemption with respect to the operation of rotary-wing Aircraft hereunder.

12. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE AIRCRAFT, INCLUDING ANY WITH RESPECT TO ITS CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWEVER ARISING.

13. Term. The term of this Agreement (the "Term") shall commence on the effective date of the contemplated "spin-off" of Lessee as a separate public company (and shall not become effective if such spin-off does not occur in 2011) unless terminated in accordance with the provisions hereof, shall remain in full force in effect for an initial term of five years and thereafter shall automatically renew for successive one-year terms. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement for any reason or no reason effective as of the last day of the initial term or any renewal term by written notice given to the other party not less than 180 days prior to the last day of that term. In addition, this Agreement shall terminate effective on the date specified in written notice from Lessor to Lessee to the effect that Lessor no longer operates any aircraft, which notice shall be given by Lessor to Lessee as soon as reasonably practicable after Lessor becomes aware that such is or will be the case.

14. Limitation of Liability. Lessee, for itself and on behalf of its principals, members, managers, officers, directors, agents, guests, invitees, licensees and employees, covenants and agrees that the insurance described in Section 8 hereof shall be its sole recourse for any and all liabilities, claims, demands, suits, causes of action, losses, penalties, fines,

expenses or damages, including reasonable attorneys fees, court costs and witness fees attributable to the use, operation or maintenance of the Aircraft pursuant to this Agreement or performance of or failure to perform any obligation under this Agreement.

15. Relationship of Parties. Lessor is strictly an independent contractor lessor/provider of transportation services with respect to Lessee. Nothing in this Agreement is intended, nor shall it be construed so as, to constitute the parties as partners or joint venturers or principal and agent. All persons furnished by Lessor for the performance of the operations and activities contemplated by this Agreement shall at all times and for all purposes be considered Lessor's employees or agents.

16. Governing Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its choice of law rules. If any provision of this Agreement conflicts with any statute or rule of law of the State of New York, or is otherwise unenforceable, such provision shall be deemed null and void only the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate, any other provision of this Agreement.

17. Amendment. This Agreement may not be amended, supplemented, modified or terminated, or any of its terms varied, except by an agreement in writing signed by each of the parties hereto.

18. Counterparts. This Time Sharing Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement, even though all parties may not have executed the same counterpart. Each party may transmit its signature by facsimile, and such faxed signature shall have the same force and effect as an original signature.

19. Successors and Assigns. This Time Sharing Agreement shall be binding upon the parties hereto, and their respective heirs, executors, administrators, other legal representatives, successors and assigns, and shall inure to the benefit of the parties hereto, and, except as otherwise provided herein, to their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns. Lessee agrees that it shall not sublease, assign, transfer, pledge or hypothecate this Agreement or any part hereof (including any assignment or transfer pursuant to or as a part of any merger, consolidation or transfer of assets) without the prior written consent of Lessor, which may be given or withheld by Lessor in its sole and absolute discretion.

20. Notices. All notices or other communications delivered or given under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by certified mail return receipt requested or by nationally-utilized overnight delivery service on a priority basis or confirmed facsimile transmission, as the case may be.

Such notices shall be addressed to the parties at the addresses set forth below, or to such other address as may be designated by any party in a writing delivered to the other in the manner set forth in this Section 20. Notices shall be deemed received on the date delivered. Routine communications may be made by e-mail or fax to the addresses set forth therein.

Notices to Lessee:

Rainbow Media Holdings LLC
11 Penn Plaza
New York, New York 10001
Attn : Sean Sullivan, COO
Telephone: (646) 393-8135
Fax: (646) 273-7392
E-mail: ssullivan@rainbow-media.com

and

Rainbow Media Holdings LLC
11 Penn Plaza
New York, New York 10001
Attn : Jamie Gallagher, EVP & GC
Telephone: (646) 273-3606
Fax: (646) 273-3789

Notices to Lessor:

CSC Transport, Inc.
8000 Republic Airport, Hangar 5
Farmingdale, New York 11735
Attn: Philip Prosedda
Telephone: (516) 803-5910
Fax: (516) 694-6923
E-mail: pprosedd@cablevision.com

and

CSC Holdings, Inc.
1111 Stewart Avenue
Bethpage, New York 11714
Attn: David Ellen, General Counsel
Telephone: (516) 803-2300
Fax: (516) 803-2575

21. Small Aircraft Exemption and Truth-in-Leasing Compliance.

(a) In order to satisfy the requirements of the Small Aircraft Exemption, Lessor shall with respect to each rotary-wing Aircraft used in an operation under this Agreement: (i) provide to the Farmingdale Flight Standards District Office the written notice of operations to be conducted under this Agreement with a rotary-wing Aircraft required under such Exemption, a copy of this Agreement, and a copy of the inspection program used to conform the rotary-wing Aircraft with the requirements of FAR Section 91.409(f); and (ii) make all required logbook entries showing the provision of FAR Section 91.501 pursuant to which the rotary-wing Aircraft is being operated hereunder. Lessor will carry a copy of this Agreement and a copy of the NBAA Small Aircraft Exemption (a copy of the current Small Aircraft Exemption is attached hereto as Exhibit B) in each rotary-wing Aircraft at all times that such rotary-wing Aircraft is being operated hereunder.

(b) In order to satisfy the requirements of FAR 91.23 Lessor shall, on behalf of Lessee, (i) mail a copy of this Agreement to the Aircraft Registration Branch, Technical Section, of the FAA in Oklahoma City within 24 hours of its execution; and (ii) with respect to each Aircraft used in an operation under this Agreement, notify the appropriate Flight Standards District Office at least 48 hours prior to the first flight of such Aircraft under this Agreement of the registration number of the Aircraft, and the location of the airport of departure and departure

time of such first flight; and carry a copy of this Agreement on board the Aircraft at all times when the Aircraft is being operated under this Agreement.

22. TRUTH IN LEASING STATEMENT UNDER FAR SECTION 91.23:

(A) LESSOR HEREBY CERTIFIES THAT EACH OF THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER FAR PART 91 DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF EXECUTION OF THIS AGREEMENT. EACH AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN COMPLIANCE WITH THE MAINTENANCE AND INSPECTION REQUIREMENTS OF FAR PART 91 FOR ALL OPERATIONS TO BE CONDUCTED UNDER THIS AGREEMENT.

(B) CSC TRANSPORT, INC., 8000 REPUBLIC AIRPORT, HANGAR 5, FARMINGDALE, NEW YORK 11735, HEREBY CERTIFIES THAT IT IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT FOR ALL OPERATIONS UNDER THIS AGREEMENT.

(C) EACH PARTY HEREBY CERTIFIES THAT IT UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

(D) THE PARTIES UNDERSTAND THAT AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE.

(signature page follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Time Sharing Agreement effective as of the date first above written.

LESSOR:

CSC TRANSPORT, INC.

By:

Name: _____
Title: _____
Date: _____

LESSEE:

RAINBOW MEDIA HOLDINGS LLC

By:

Name: _____
Title: _____
Date: _____

EXHIBIT A

AIRCRAFT

(as of _____, 2011)

Gulfstream Aerospace G-V, s/n 639, N501CV (fixed-wing)

Sikorsky S-76C, s/n 760453, N381CV

Sikorsky S-76C, s/n 760698, N301CV

Keystone Helicopter Corp. (Sikorsky) S-76C, s/n 760746, N401CV

EXHIBIT B

NBAA Exemption (#7897C)

TIME SHARING AGREEMENT

THIS TIME SHARING AGREEMENT is entered into effective as of the date set forth in Section 13 below by and between DOLAN FAMILY OFFICE, LLC, a New York limited liability company with an address at 340 Crossways Drive, Woodbury, New York 11771 ("Lessor"), and RAINBOW MEDIA HOLDINGS LLC, a Delaware limited liability company with an address at 11 Penn Plaza, New York, New York 10001 ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor is a sublessee and an operator of a Gulfstream Aerospace GIV-SP aircraft, manufacturer's serial number 1313, United States registration N100DF (the "Aircraft"); and

WHEREAS, Lessor employs or engages a fully-qualified and credentialed flight crew to operate the Aircraft; and

WHEREAS, Lessor has agreed to lease the Aircraft, with flight crew, to Lessee on a "time sharing" basis as defined in Section 91.501(c)(1) of the Federal Aviation Regulations ("FAR") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee, intending to be legally bound, hereby agree as follows:

1. Lease of Aircraft. Lessor agrees to lease the Aircraft to Lessee pursuant to the provisions of FAR Section 91.501(b)(6) and Section 91.501(c)(1) and this Agreement, and to provide a fully-qualified and credentialed flight crew for all flights to be conducted hereunder during the Term (as defined in Section 13) hereof. Lessee shall use the Aircraft pursuant to this Agreement solely for flights conducted for business purposes of Lessee or its parent company or subsidiaries. The parties acknowledge and agree that this Agreement did not result in any way from any direct or indirect advertising, holding out or soliciting on the part of Lessor or any person purportedly acting on behalf of Lessor. Lessor and Lessee intend that the lease of the Aircraft effected by this Agreement shall be treated as a "wet lease" pursuant to which Lessor provides transportation services to Lessee in accordance with FAR Section 91.501(b)(6) and Section 91.501(c)(1).

2. Payment for Use of Aircraft. Lessee shall pay Lessor the following actual expenses of each flight conducted under this Agreement, not to exceed the maximum amount

legally payable for such flight under FAR Section 91.501(d)(1)-(10):

- (a) fuel, oil, lubricants and other additives;
- (b) travel expenses of crew, including food, lodging and ground transportation;
- (c) hangar and tie-down costs away from the Aircraft's base of operation;
- (d) additional insurance obtained for the specific flight at the request of Lessee;
- (e) landing fees, airport taxes and similar assessments;
- (f) customs, foreign permit and similar fees directly related to the flight;
- (g) in-flight food and beverages;
- (h) passenger ground transportation;
- (i) flight planning and weather contract services; and
- (i) an additional charge equal to 100% of the expenses listed in Section 2(a).

3. Operational Control of Aircraft. Lessor and Lessee intend and agree that on all flights conducted under this Agreement, Lessor shall have complete and exclusive operational control over the Aircraft, its flight crews and maintenance, and complete and exclusive possession, command and control of the Aircraft. Lessor shall have complete and exclusive responsibility for scheduling, dispatching and flight following of the Aircraft on all flights conducted under this Agreement, which responsibility includes the sole and exclusive right over initiating, conducting and terminating such flights. Lessee shall have no responsibility for scheduling, dispatching or flight following on any flight conducted under this Agreement, nor any right over initiating, conducting or terminating any such flight. Nothing in this Agreement is intended or shall be construed so as to convey to Lessee any operational control over, or possession, command and control of, the Aircraft, all of which are expressly retained by Lessor.

4. Scheduling.

- (a) Lessee will provide Lessor with requests for flight time and proposed

flight schedules as far in advance of any given flight as possible. The designated authorized representative(s) of Lessee shall submit scheduling requests under this Agreement to the designated authorized representative(s) of Lessor. Requests for flight time shall be in such form (whether oral or written) mutually convenient to, and agreed upon by, the parties. In addition to proposed schedules and flight times, Lessee shall upon request provide Lessor with the following information for each proposed flight prior to scheduled departure: (i) proposed departure point; (ii) destination; (iii) date and time of flight; (iv) the number of anticipated passengers; (v) the nature and extent of luggage to be carried; (vi) the date and time of a return flight, if any; and (vii) any other pertinent information concerning the proposed flight that Lessor or the flight crew may request.

(b) Subject to Aircraft and crew availability, Lessor shall use its good faith efforts, consistent with Lessor's approved policies, in order to accommodate the needs of Lessee, to avoid conflicts in scheduling, and to enable Lessee to enjoy the benefits of this Agreement; however, Lessee acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, (i) Lessor shall have sole and exclusive final authority over the scheduling of the Aircraft; and (ii) the needs of Lessor for the Aircraft shall take precedence over Lessee's rights and Lessor's obligations under this Agreement.

(c) Although every good faith effort shall be made to avoid its occurrence, any flight scheduled under this Agreement is subject to cancellation by either party without incurring liability to the other party. In the event that cancellation is necessary, the canceling party shall provide the maximum notice practicable.

5. Billing. Lessor shall pay all expenses relating to the operation of the Aircraft under this Agreement on a monthly basis. As soon as possible after the end of each monthly period during the Term, Lessor shall provide to Lessee an invoice showing all use of the Aircraft by Lessee under this Agreement during that month and a complete accounting detailing all amounts payable by Lessee pursuant to Section 2 for that month, including such detail supporting all expenses paid or incurred by Lessor for which reimbursement is sought as Lessee may reasonably request. Lessee shall pay all amounts due to Lessor under this Section 5 not later than 30 days after receipt of the invoice therefor.

6. Maintenance of Aircraft. Lessor shall be solely responsible for securing maintenance, preventive maintenance and inspections of the Aircraft (utilizing an inspection program listed in FAR Section 91.409(f)), and shall take such requirements into account in scheduling the Aircraft hereunder.

7. Flight Crew.

(a) Lessor shall employ or engage and pay all salaries, benefits and and/or compensation for a fully-qualified flight crew with appropriate credentials to conduct each flight

undertaken under this Agreement. Lessor may use temporary flight crewmembers for a flight under this Agreement only if any such temporary crewmember is FlightSafety (or SimuFlite) trained, is current on the Aircraft and satisfies all of the requirements and conditions under the insurance coverage for the Aircraft. All flight crewmembers shall be included on any insurance policies that Lessor is required to maintain hereunder.

(b) The qualified flight crew provided by Lessor shall exercise all of its duties and responsibilities with regard to the safety of each flight conducted hereunder in accordance with applicable FAR's. The Aircraft shall be operated under the standards and policies established by Lessor. Final authority to initiate or terminate each flight, and otherwise to decide all matters relating to the safety of any given flight or requested flight, shall rest with the pilot-in-command of that flight. The flight crew may, in its sole discretion, terminate any flight, refuse to commence any flight, or take any other action that, in the judgment of the pilot-in-command, is necessitated by considerations of safety. No such termination or refusal to commence by the pilot-in-command shall create or support any liability for loss, injury, damage or delay in favor of Lessee or any other person. Lessor shall not be liable to Lessee or any other person for loss, injury or damage occasioned by the delay or failure to furnish the Aircraft and flight crew pursuant to this Agreement for any reason.

8. Insurance.

(a) At all times during the Term of this Agreement, Lessor shall maintain at its sole cost and expense (i) comprehensive aircraft liability insurance against bodily injury and property damage claims, including, without limitation, contractual liability, premises liability, personal injury liability, and passenger legal liability coverage, in an amount not less than \$200,000,000 for each occurrence, and (ii) hull insurance for the full replacement cost of the aircraft.

(b) Any policies of hull and liability insurance carried in accordance with this Section 8 and any policies taken out in substitution or replacement of any such policies (i) shall name Lessee and its affiliates and their respective officers, directors, members, managers, employees, agents, licensees, servants and guests as additional insured; (ii) shall provide for 30 days written notice to Lessee by such insurer of cancellation, change, non-renewal or reduction (seven days in the case of war risk and allied perils coverage or such shorter period as is customarily available in the industry); and (iii) shall permit the use of the Aircraft by Lessor for compensation or hire to the extent permitted under applicable law. Each such policy shall be primary insurance, not subject to any co-insurance clause and shall be without right of contribution from any other insurance.

(c) Lessor shall use reasonable commercial efforts to provide such additional insurance coverage for specific flights under this Agreement, if any, as Lessee may request in writing. Lessee also acknowledges that any trips scheduled to the European Union may require Lessor to purchase additional insurance to comply with local regulations. The cost of all additional flight-specific insurance shall be borne by Lessee as set forth in Section 2(d) hereof.

(d) Each party agrees that it will not do any act or voluntarily suffer or permit any act to be done whereby any insurance required hereunder shall or may be suspended, impaired or defeated. In no event shall Lessor suffer or permit the Aircraft to be used or operated under this Agreement without such insurance being fully in effect.

(e) Lessor shall ensure that worker's compensation insurance with all-states coverage is provided for the Aircraft's crew and maintenance personnel.

(f) Lessor shall deliver certificates of insurance to Lessee with respect to the insurance required or permitted to be provided by it hereunder not later than the first flight of the Aircraft under this Agreement and upon the renewal date of each policy.

9. Taxes. Lessee shall be responsible for paying, and Lessor shall be responsible for collecting from Lessee and paying over to the appropriate authorities, all applicable Federal transportation taxes and sales, use or other excise taxes imposed by any governmental authority in connection with any use of the Aircraft by Lessee hereunder. Each party shall indemnify the other party against any and all claims, liabilities, costs and expenses (including attorney's fees as and when incurred) arising out of its breach of this undertaking.

10. Lessee's Representations and Warranties. Lessee represents and warrants that:

(a) It will not use the Aircraft for the purposes of providing transportation of passengers or cargo in air commerce for compensation or hire or for common carriage.

(b) It shall refrain from incurring any mechanic's or other liens in connection with inspection, preventive maintenance, maintenance or storage of the Aircraft, and shall not attempt to convey, mortgage, assign, lease or in any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft or do anything or take any action that might mature into such a lien.

(c) It shall not lien or otherwise encumber or create or place any lien or other encumbrance of any kind whatsoever, on or against the Aircraft for any reason. It also will ensure that no liens or encumbrances of any kind whatsoever are created or placed against the Aircraft for claims against Lessee or by Lessee.

(d) It will abide by and conform to all laws, governmental and airport orders,

rules and regulations, as shall be imposed upon the lessee of an aircraft under a time sharing agreement and applicable company policies of Lessor.

11. Lessor's Representations and Warranties. Lessor represents and warrants that it will abide by and conform to all such laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft pursuant to this Agreement.

12. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT, INCLUDING ANY WITH RESPECT TO ITS CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWEVER ARISING.

13. Term. The term of this Agreement (the "Term") shall commence on the effective date of the contemplated "spin-off" of AMC Networks Inc., the parent company of Lessee, as a separate public company (and shall not become effective if such spin-off does not occur in 2011). Unless sooner terminated in accordance with the provisions hereof, this Agreement shall remain in full force in effect for an initial term of one year and thereafter shall automatically renew for successive one-year terms. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement for any reason or no reason by written notice given to the other party not less than 30 days prior to the proposed termination date.

14. Limitation of Liability. Lessee, for itself and on behalf of its agents, guests, invitees, licensees, servants and employees, covenants and agrees that the insurance described in Section 8 hereof shall be the sole recourse for any and all liabilities, claims, demands, suits, causes of action, losses, penalties, fines, expenses or damages, including attorneys fees, court costs and witness fees attributable to the use, operation or maintenance of the Aircraft pursuant to this Agreement or performance of or failure to perform any obligation under this Agreement.

15. Relationship of Parties. Lessor is strictly an independent contractor lessor/provider of transportation services with respect to Lessee. Nothing in this Agreement is intended, nor shall it be construed so as, to constitute the parties as partners or joint venturers or principal and agent. All persons furnished by Lessor for the performance of the operations and activities contemplated by this Agreement shall at all times and for all purposes be considered Lessor's employees or agents.

16. Governing Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its choice of

law rules. If any provision of this Agreement conflicts with any statute or rule of law of the State of New York, or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate, any other provision of this Agreement.

17. Amendment. This Agreement may not be amended, supplemented, modified or terminated, or any of its terms varied, except by an agreement in writing signed by each of the parties hereto.

18. Counterparts. This Time Sharing Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement, even though all parties may not have executed the same counterpart. Each party may transmit its signature by Portable Document Format ("PDF") or confirmed facsimile, and such signature shall have the same force and effect as an original signature.

19. Successors and Assigns. This Time Sharing Agreement shall be binding upon the parties hereto, and their respective heirs, executors, administrators, other legal representatives, successors and assigns, and shall inure to the benefit of the parties hereto, and, except as otherwise provided herein, to their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns. Lessee agrees that it shall not sublease, assign, transfer, pledge or hypothecate this Agreement or any part hereof (including any assignment or transfer pursuant to or as a part of any merger, consolidation or transfer of assets) without the prior written consent of Lessor, which may be given or withheld by Lessor in its sole and absolute discretion.

20. Notices. All notices or other communications delivered or given under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by certified or registered mail, return receipt requested, nationally-utilized overnight delivery service, PDF or confirmed facsimile transmission, as the case may be. Such notices shall be addressed to the parties at the addresses set forth above, or to such other address as may be designated by any party in a writing delivered to the other in the manner set forth in this Section 20. In the case of notices to Lessee, a copy of each such notice shall be sent to Rainbow Media Holdings LLC, 11 Penn Plaza, New York, New York 10001, attention: Jamie Gallagher, EVP & General Counsel, fax: (646) 273-3789. Notices sent by certified or registered mail shall be deemed received three business days after being mailed. All other notices shall be deemed received on the date delivered. Routine communications may be made by e-mail or fax to the addresses set forth therein.

21. Truth-in-Leasing Compliance. Lessor, on behalf of the Lessee, shall (i) mail a copy of this Agreement to the Aircraft Registration Branch, Technical Section, of the FAA

in Oklahoma City within 24 hours of its execution; (ii) notify the Farmingdale Flight Standards District Office at least 48 hours prior to the first flight of the Aircraft under this Agreement of the registration number of the Aircraft, and the location of the airport of departure and departure time of the first flight; and (iii) carry a copy of this Agreement onboard the Aircraft at all times when the Aircraft is being operated under this Agreement.

22. **TRUTH IN LEASING STATEMENT UNDER FAR SECTION 91.23:**

(A) LESSOR HEREBY CERTIFIES THAT THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER FAR PART 91 DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF EXECUTION OF THIS AGREEMENT. THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN COMPLIANCE WITH THE MAINTENANCE AND INSPECTION REQUIREMENTS OF FAR PART 91 FOR ALL OPERATIONS TO BE CONDUCTED UNDER THIS AGREEMENT.

(B) DOLAN FAMILY OFFICE, LLC, WITH AN ADDRESS AT 340 CROSSWAYS DRIVE, WOODBURY, NEW YORK 11771, HEREBY CERTIFIES THAT IT IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT FOR ALL OPERATIONS UNDER THIS AGREEMENT.

(C) EACH PARTY HEREBY CERTIFIES THAT IT UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

(D) THE PARTIES UNDERSTAND THAT AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE.

(signature page follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Time Sharing Agreement effective as of the date first above written.

LESSOR:

DOLAN FAMILY OFFICE, LLC

By: _____
Name: _____
Title: _____

LESSEE:

RAINBOW MEDIA HOLDINGS LLC

By: _____
Name: _____
Title: _____

AIRCRAFT DRY LEASE AGREEMENT

THIS AIRCRAFT DRY LEASE AGREEMENT is entered into effective as of the date set forth in Section 12 below, by and between NEW YORK AIRCAM CORP., a New York corporation with an address at 340 Crossways Park Drive, Woodbury, New York 11797 ("Lessor"), and RAINBOW MEDIA HOLDINGS LLC, a Delaware limited liability company with a place of business at 11 Penn Plaza, New York, New York 10001 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of a Cessna Model 501 aircraft, manufacturer's serial number 501-0038, United States registration N501JG (the "Aircraft"); and

WHEREAS, the parties have agreed that Lessor shall lease the Aircraft to Lessee on a non-exclusive basis for use by Lessee upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lessor and Lessee, intending to be legally bound, agree as follows:

1. Lease of Aircraft.

(a) This Lease sets forth the exclusive terms and conditions under which Lessee is entitled to use the Aircraft, and Lessee shall have no right to use the Aircraft except as expressly set forth herein. Lessee shall use the Aircraft pursuant to this Lease solely for flights conducted for business purposes of Lessee or its parent company or subsidiaries. Lessor shall lease the Aircraft to Lessee, and Lessee shall lease the Aircraft from Lessor, during all Lease Periods throughout the Term (as defined in Section 12) of this Lease as provided hereunder. "Lease Periods" shall mean those times, if any, when the Aircraft is being utilized by Lessee hereunder, with the consent of Lessor as provided in Section 1(e), for flight operations conducted by Lessee under Part 91 of the Federal Aviation Regulations, including any deadhead, ferry or repositioning flights to return the Aircraft to the airport at which the Lease Period commenced or to pick up Lessee's passengers at a remote location away from Republic Airport, Farmingdale, New York (FRG), but excluding any deadhead, ferry and repositioning flights described in Section 1(b) below ("Lessee Flights"). Lessee's right to use the Aircraft hereunder during the Term shall be non-exclusive and is subject in all respects to Lessor's right to use the Aircraft at all times during the Term other than during such Lease Periods under its exclusive operational control and possession, command and control and Lessor's right to permit other non-exclusive lessees to use the Aircraft under their operational control and possession, command and control. Lessor acknowledges and agrees that Lessee has entered into an Aircraft Management Agreement with CSC Transport, Inc. pursuant to which CSC Transport, Inc. provides certain aircraft management services to support Lessee's operation of the Aircraft under its operational control during Lease Periods.

(b) Notwithstanding the foregoing, the parties agree that if a trip by Lessee causes or will cause the Aircraft to be at a remote location away from FRG ("Lessee's Location"), Lessee shall, at Lessor's request, permit the Aircraft to be relocated from Lessee's Location to FRG or other location designated by Lessor (and thereafter shall be returned to Lessee's Location) if Lessor requires use of the Aircraft for one of its affiliated non-exclusive lessees, but only if such itinerary will not unreasonably delay or interfere with any scheduled flight by Lessee. In that event, (i) Lessee's then-current Lease Period shall terminate effective as of initial engine start-up for the departure flight from Lessee's Location; (ii) Lessor or its affiliated non-exclusive lessee shall pay all costs incurred during the period in which the Aircraft is away from Lessee's Location, including all occupied and deadhead legs to ferry the Aircraft from Lessee's Location and back; and (iii) a new Lease Period shall begin effective as of final engine shut-down upon return of the Aircraft to Lessee's Location.

(c) Transfer of the Aircraft from Lessor to Lessee to commence a Lease Period hereunder, and transfer of the Aircraft from Lessee to Lessor to terminate a Lease Period hereunder, shall be evidenced by the entry of appropriate notations of such transfer on the Aircraft's logs. Upon the commencement or termination of any Lease Period hereunder, the party transferring possession of the Aircraft shall deliver the Aircraft to the other party at FRG or such other location as the parties may agree. In the case of a transfer of possession from Lessee to Lessor, the Aircraft shall be in at least the same operating condition, order, repair and condition as when received by Lessee at the commencement of the Lease Period, reasonable wear and tear excepted.

(d) Subject to Aircraft and crew availability, Lessor shall use its good faith efforts, consistent with Lessor's approved policies, in order to accommodate the needs of Lessee, to avoid conflicts in scheduling with Lessor's affiliated non-exclusive lessees' use of the Aircraft, and to enable Lessee to enjoy the benefits of this Agreement; however, Lessee acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, Lessor shall have sole and exclusive final authority over the scheduling of the Aircraft and Lessor's other affiliated non-exclusive lessees' needs for the Aircraft shall take precedence over Lessee's rights and Lessor's obligations under this Agreement.

(e) Lessee shall use its best efforts to give Lessor as much notice as possible of Lessee's proposed utilization hereunder. If Lessee notifies Lessor pursuant to Section 14 of Lessee's proposed use of the Aircraft and Lessor consents thereto, the period described in such notice of proposed use may be scheduled by Lessee (unless such intended use is cancelled by Lessee by like notice to Lessor). Notwithstanding anything herein to the contrary, all Lessee Flights approved by Lessor and scheduled by Lessee are subject to the absolute right of Lessor to revoke such approval at any time prior to 24 hours before the scheduled departure of the initial flight of the approved itinerary, without liability, upon notice to Lessee. Any notice under this Section 1(e) may be either written or oral, but shall be given only to or by individuals designated by each party from time to time as authorized to act on its behalf for purposes of this Section 1(e).

2. Rent.

(a) Lessee shall remit to Lessor the sum per block hour set forth on Schedule 1 hereto from time to time as rent for the use of the Aircraft by Lessee during each Lease Period hereunder. For this purpose, a "block hour" shall be measured in hours and tenths of hours from the time the Aircraft moves for purposes of flight at the departure airport to the time the Aircraft comes to stop at the arrival airport. Lessee's obligation to pay rent is limited to block hours during any Lease Period.

(b) Not later than 30 days after the end of each calendar month during the Term in which Lessee utilized the Aircraft under this Agreement, Lessee shall provide to Lessor a statement showing all use of the Aircraft during Lease Periods during that month, and a complete accounting detailing any rent due from Lessee for that month. Notwithstanding anything in this Agreement to the contrary, Lessee shall have no obligation to utilize the Aircraft hereunder, and there shall be no rent payable to Lessor hereunder with respect to any calendar month if Lessee does not use the Aircraft hereunder during such month. All payments of rent due for any calendar month shall be made at Lessor's address set forth above or at such other place as Lessor may designate to Lessee from time to time, not later than the 30th day of the following month.

3. Expenses. Lessor shall pay the entire cost of insuring and maintaining the Aircraft during the Term. Lessee shall pay the following costs of operating the Aircraft during Lease Periods under this Lease:

- (a) fuel, oil, lubricants and other additives;
- (b) travel expenses of crew, including food, lodging and ground transportation;
- (c) hangar and tie-down costs away from the Aircraft's base of operation;
- (d) additional insurance obtained for the specific flight at the request of Lessee;
- (e) landing fees, airport taxes and similar assessments;
- (f) customs, foreign permit and similar fees directly related to the flight;
- (g) in-flight food and beverages;
- (h) passenger ground transportation;
- (i) flight planning and weather contract services; and

(j) flight crew.

4. Flight Crew.

(a) Lessee shall obtain at its sole cost and expense the services of fully qualified and properly certificated flight crew to operate the Aircraft under this Lease. All flight crew provided by Lessee to operate the Aircraft during any Lease Period hereunder shall be employees or contractors of Lessee, and Lessee shall be solely responsible for their compensation. Lessor shall have the right to review and approve the credentials and work experience of any flight crewmembers selected by Lessee to operate the Aircraft hereunder. If any such crewmember's credentials or work experience are unsatisfactory to Lessor in its sole and absolute discretion, Lessee, upon notice to that effect from Lessor, shall immediately replace such crew member with another flight crew member acceptable to Lessor.

(b) Only fully-qualified and properly-credentialed flight crews who are included under the insurance coverage required to be maintained hereunder shall be permitted to operate the Aircraft during any Lease Period. All flight crew utilized by Lessee hereunder shall comply with all applicable regulations, and the requirements of all applicable operations and maintenance manuals. Lessor shall have no obligation to pay any portion of the cost of initial and recurrent training of the flight crewmembers.

5. Operational Control; Operations.

(a) Lessor and Lessee intend that the lease of the Aircraft effected hereby shall be treated as a "dry lease". Notwithstanding anything in this Lease to the contrary, Lessee shall have complete and exclusive operational control, and complete and exclusive possession, command and control, of the Aircraft for all flights during each Lease Period under this Lease. Lessee shall have complete and absolute control of the crewmembers in preparation for and in connection with the operation of all flights during each Lease Period under this Lease. Lessee shall have complete and exclusive responsibility for scheduling, dispatching and flight following of the Aircraft on all flights conducted during Lease Periods under this Lease, which responsibility includes the sole and exclusive right over initiating, conducting and terminating any such flights. Lessee shall have no operational control over, nor any responsibility for scheduling, dispatching or flight following of, any flights of the Aircraft not conducted during Lease Periods under this Lease, nor any right over initiating, conducting or terminating any such flights.

(b) Lessee shall use and operate the Aircraft under this Lease only in accordance with applicable manufacturers' recommendations and airport and climatic conditions. Lessee shall not permit the Aircraft to be maintained, used or operated in violation of any law, rule, regulation, ordinance or order of any governmental authority having jurisdiction, or in violation of any airworthiness certificate, license or registration relating to the Aircraft.

6. Regulatory. Lessee shall obtain and maintain in full force and effect any necessary certificates, licenses, permits and authorizations required for its use and operation of

the Aircraft hereunder. Lessee agrees to conduct all operations contemplated by this Lease in compliance with all applicable provisions of the Federal Aviation Regulations, including, but not limited to, Part 91 thereof.

7. **Records.** Lessee shall maintain (or cause to be maintained) any records required by applicable laws, rules or regulations in connection with the operation of the Aircraft during any Lease Period hereunder. Without limiting the generality of the foregoing, Lessee shall maintain or cause to be maintained flight log books showing the full flight time of the Aircraft during each Lease Period hereunder, and shall keep such logs available for inspection by Lessor or its representatives at all reasonable times. Lessor shall be entitled to access, upon reasonable notice to Lessee, to inspect any books or records of Lessee that relate to the Aircraft.

8. **Base; Hangarage.** Lessor agrees to provide (or cause to be provided) hangar space for the Aircraft at FRG during the Term. While the Aircraft is at its home base, the Aircraft shall be kept in an enclosed hangar space at all times overnight, which hangar space shall be heated as required during cold weather for the proper maintenance, security and appearance of the Aircraft. Lessee shall pay the cost of hangaring the Aircraft at remote locations during any Lease Periods hereunder.

9. **Insurance.** Lessor shall cause the Aircraft to be insured, at its sole cost and expense, in accordance with the requirements of Section 9.1 and Section 9.2(a)-(f) of the Aircraft Management Agreement dated July 8, 2010 among CSC Transport, Inc., Lessor and Patrick F. Dolan (the "Aircraft Management Agreement"). In addition, Lessee and its affiliates and each of their respective members, managers, shareholders, officers, directors, partners, employees, agents, licensees and guests shall be designated as additional insureds (without responsibility for premiums) with respect to all such insurance. From time to time during the Term, Lessor shall, upon the request of Lessee, cause its insurer to provide Lessee with certificates of insurance or other evidence reasonably satisfactory to Lessee that the insurance coverage required to be furnished by Lessor hereunder is in effect.

10. **Maintenance.** Lessor shall, at its sole cost and expense, (i) enroll or cause the Aircraft to be enrolled on an FAA-approved or manufacturer-approved maintenance and inspection program under Part 91 of the FAR's, and (ii) maintain or cause the Aircraft to be maintained in accordance with the requirements of the approved maintenance and inspection program and all applicable FAA regulations. Lessor represents and warrants that at all times during the Term of this Agreement, the Aircraft will be in airworthy condition and current on the approved maintenance program.

11. **Default.** In addition to the termination rights set forth in Section 12, the non-defaulting party shall have the right to terminate this Lease immediately (without prejudice to any other rights that such party may have) upon written notice to the defaulting party in the event of any one or more of the following Events of Default:

(i) failure of the defaulting party to make payments due hereunder within ten days following notice from the non-defaulting party that such payment was not timely made when due;

(ii) except as provided in Section 11(iii)-(vii), violation or default of any material term, obligation or condition of a non-monetary nature set forth in this Lease, together with a failure to cure within ten days after receipt of written notice of such violation;

(iii) if Lessee operates or maintains the Aircraft in violation of any law, regulation, directive or order of any governmental authority or in violation of any provision of any insurance policy contemplated by this Lease;

(iv) if any representation or warranty made in this Lease by Lessee is or becomes false, misleading or incorrect in any material respect;

(v) lapse of insurance coverage required to be kept in force hereunder;

(vi) if Lessee or Lessor shall make a general assignment for the benefit of creditors, or be declared insolvent or bankrupt under any bankruptcy, insolvency or other similar law, or commence a voluntary proceeding seeking liquidation, reorganization or other relief under any such law or seeking the appointment of a receiver or liquidator over any substantial portion of its respective assets; or

(vii) assignment by Lessee of this Lease or any right or interest created hereunder without the prior written consent of Lessor.

12. Term. The term of this Lease (the "Term") shall commence on the effective date of the contemplated "spin-off" of AMC Networks Inc., the parent company of Lessee, as a separate public company (and shall not become effective if such spin-off does not occur in 2011). Unless sooner terminated in accordance with the provisions hereof, the Term shall be coterminous with the term of the Aircraft Management Agreement dated as of July 9, 2010 among CSC Transport, Inc., Lessor, Charles F. Dolan and Patrick F. Dolan, as such term may be extended from time to time. Notwithstanding the foregoing, either party shall have the right to terminate this Lease at any time for any reason or for no reason upon 30 days' prior written notice to the other party. Further, this Lease shall terminate upon the occurrence of a total loss or destruction of the Aircraft, damage to the Aircraft that causes it, in the opinion of Lessor, to be irreparable, or theft of the Aircraft. Lessee shall promptly notify Lessor of any loss or damage to, or theft of, the Aircraft during any Lease Period hereunder.

13. Remedies on Default or Termination. In the event of a termination of this Lease, whether as a result of a default or the expiration of its term, Lessee shall immediately cease its use of the Aircraft and return the Aircraft and all records pertaining thereto to the custody of Lessor or its agents or representatives as set forth herein at such airport as Lessor and Lessee may agree. Not later than 30 days after the termination, a full accounting shall be made between Lessee and Lessor and all accounts settled between the parties. In no event shall any termination affect the rights and obligations of the parties arising prior to the effective date of such

termination.

14. Cross Indemnities; LIMITATION ON LIABILITY.

(a) Without limiting their respective obligations hereunder, each party (in each case, the "Indemnitor") hereby indemnifies and holds harmless the other party and its affiliates and their respective officers, directors, partners, employees, shareholders, members and managers (in each case, collectively, the "Indemnitee") for any claim, damage, loss, or reasonable expense, including reasonable attorneys' fees (an "Indemnified Loss"), resulting from bodily injury or property damage arising out of the ownership, maintenance or use of the Aircraft which results from the gross negligence or willful misconduct of such party; provided, however, that neither party will be liable for any Indemnified Loss to the extent:

- (i) Such loss is covered by the insurance policies described in Section 9 (the "Policies");
- (ii) Such loss is covered by the Policies but the amount of such loss exceeds the policy limits specified by Lessor;
- (iii) Such loss consists of expenses incurred in connection with any loss covered in whole or in part by the Policies but such expenses are not fully covered by the Policies; or
- (iv) Such loss is caused by the gross negligence or willful misconduct of the Indemnitee.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT:

- (i) THE PROCEEDS OF INSURANCE TO WHICH IT IS ENTITLED;
- (ii) ITS RIGHTS TO INDEMNIFICATION FROM THE OTHER PARTY UNDER THIS SECTION 14; AND
- (iii) ITS RIGHT TO DIRECT DAMAGES ARISING IN CONTRACT FROM A BREACH OF THE OTHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT

ARE THE SOLE REMEDIES FOR ANY DAMAGE, LOSS, OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 14, EACH PARTY WAIVES ANY RIGHT TO RECOVER ANY DAMAGE, LOSS OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY CLAIMED INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES CONSISTING OF DAMAGES FOR LOSS OF USE, REVENUE, PROFIT, BUSINESS

OPPORTUNITIES AND THE LIKE, OR DEPRECIATION OF VALUE OF THE AIRCRAFT, OR INSURANCE DEDUCTIBLE, EVEN IF THE PARTY HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ITS PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, IN THE CASE OF ITS NEGLIGENCE) EXCEPT IN THE CASE OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

15. Notices. Unless otherwise expressly specified herein, all notices or other communications delivered or given under this Lease shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by certified or registered mail, return receipt requested, by nationally-utilized overnight delivery service, or by confirmed facsimile transmission. Such notices shall be addressed to the parties at the addresses set forth above, or to such other address as may be designated by any party in a writing delivered to the other in the manner set forth in this Section 15. Notices shall be deemed to have been given and made on the date on which hand-delivered or sent by confirmed facsimile, one business day following the date on which sent by nationally-utilized overnight delivery service, or four days following the date on which sent by certified or registered mail, return receipt requested.

16. Relationship of Parties. The relationship of the parties created by this Lease is strictly that of lessor and lessee. Nothing in this Lease is intended, nor shall it be construed so as, to constitute the parties as partners or joint venturers or as principal and agent.

17. Taxes. Lessor shall pay all taxes, assessments and charges imposed by any Federal, state, municipal or other public authority upon or relating to the ownership of the Aircraft during the Term of this Lease (other than any taxes, fines or penalties imposed upon Lessor as a result of a breach of this Lease by Lessee). Lessee shall pay all taxes, assessments, and charges imposed by any Federal, state, municipal or other public authority upon or relating to the rental, use or operation of the Aircraft by Lessee during the Term of this Lease (including any sales or use tax imposed by the State of New York on any lease payment hereunder), other than income taxes of Lessor. Lessee shall also be liable for any federal excise tax imposed under Internal Revenue Code Section 4261 if such tax is applicable to any or all amounts paid (or deemed to be paid) by Lessee to Lessor hereunder. Lessee shall pay such tax to Lessor within thirty (30) days after receipt of Lessor's written invoice therefor. Each party agrees to indemnify and hold the other harmless against any and all liabilities, costs and expenses (including attorneys' fees) resulting from a breach of its respective undertaking hereunder.

18. Severability. Any provision of this Lease that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability. The invalidity or unenforceability of any term or provision of this Lease shall not affect the validity or enforceability of any other term or provision hereof.

19. Governing Law. This Lease shall be governed by and construed in accordance with the law of the State of New York, without regard to its choice of law rules.

20. Amendment. This Lease may not be amended, supplemented, modified or terminated, or any of its terms varied, except by an agreement in writing signed by each of the parties hereto.

21. Counterparts. This Lease may be executed in counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement, even though all parties may not have executed the same counterpart. Each party may transmit its signature by fax to the other party, and any faxed signature and/or faxed counterpart of this Lease shall have the same force and effect as an original.

22. Successors and Assigns; Third-Party Beneficiaries. This Lease shall be binding upon the parties hereto, and their respective successors and assigns, and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, to their respective successors and assigns. Lessee shall not sublease, assign, transfer, pledge or hypothecate the Aircraft or any part thereof, or any of Lessee's interest in this Lease or the Aircraft (including, without limitation, any assignment or transfer pursuant to or as part of any merger, consolidation or other transfer of assets), without the prior written consent of Lessor, which may be given or withheld by Lessor in its sole and absolute discretion. This Lease shall not be construed to create any third-party beneficiary rights in any person not a party hereto (or a successor to or permitted assign of any such party).

23. Integration. This Lease sets forth the entire agreement between the parties with respect to the lease of the Aircraft and supersedes any and all other agreements, understandings, representations, warranties or negotiations by or between the parties with respect thereto, all of which are hereby cancelled. There are no other agreements or representations, whether oral or written, express or implied, with respect to the subject matter of this Lease that are not expressly set forth in this Lease.

24. TRUTH IN LEASING. TRUTH IN LEASING STATEMENT UNDER SECTION 91.23 OF THE FEDERAL AVIATION REGULATIONS:

- (a) NEW YORK AIRCAM CORP. HEREBY CERTIFIES THAT THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER FAR PART 91 DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF EXECUTION OF THIS AGREEMENT. THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAR PART 91 FOR ALL OPERATIONS TO BE CONDUCTED DURING LEASE PERIODS UNDER THIS LEASE.
- (b) RAINBOW MEDIA HOLDINGS LLC, 11 PENN PLAZA, NEW YORK, NEW YORK 10001, WHOSE SIGNATURE APPEARS BELOW, HEREBY CERTIFIES THAT IT IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT DURING ALL LEASE PERIODS UNDER THIS LEASE.
- (c) EACH OF LESSOR AND LESSEE CERTIFIES THAT IT UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.
- (d) EACH OF LESSOR AND LESSEE UNDERSTANDS THAT AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE.

THE MAXIMUM TAKE-OFF GROSS WEIGHT OF THE AIRCRAFT IS LESS THAN OR EQUAL TO 12,500 LBS.

(SIGNATURE PAGE FOLLOWS)

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

LESSOR:

NEW YORK AIRCAM CORP.

By: _____
Name: _____
Title: _____

LESSEE:

RAINBOW MEDIA HOLDINGS LLC

By: _____
Name: _____
Title: _____

SCHEDULE 1

RENT PER BLOCK HOUR

\$650.00

S-1

June , 2011

Rainbow Media Holdings LLC
11 Penn Plaza
New York, New York 10021

Re: Aircraft Management Agreement

Gentlemen:

This Aircraft Management Agreement will confirm our understanding and agreement regarding the provision of aircraft management services by CSC Transport, Inc. ("CSC") to Rainbow Media Holdings LLC ("Client") with respect to the Cessna 501 aircraft, s/n 501-0038, N501JG (the "Aircraft"). CSC acknowledges and agrees that Client leases the Aircraft from New York Aircam Corp. ("Aircam") pursuant to a Non-Exclusive Aircraft Dry Lease Agreement dated the date hereof (the "Lease"). The management services to be provided by CSC to Client hereunder shall be furnished only in connection with and in support of Client's operation of the Aircraft exclusively for business purposes of Client or its parent company or subsidiaries under its operational control during Lease Periods (as defined in the Lease).

1. Management Services. CSC has agreed to provide management services to Aircam and Patrick F. Dolan in support of their operation of the Aircraft upon the terms and subject to the conditions set forth in an Aircraft Management Agreement dated as of July 8, 2010 (the "Aircam Agreement"). CSC hereby agrees to provide the aircraft scheduling services set forth in Section 5.1 of the Aircam Agreement to Client in the same manner and to the same extent as though Client were the "Client" thereunder, and to perform for Client the regulatory and record-keeping functions which CSC is required to perform for Aircam under the Non-Exclusive Aircraft Dry Lease Agreement between Aircam and CSC.

2. Term. The term of this Agreement (the "Term") shall commence on the effective date of the contemplated "spin-off" of AMC Networks Inc., the parent company of Client, as a separate public company (and shall not become effective if such spin-off does not occur in 2011). Unless sooner terminated in accordance with the provisions hereof, the Term shall be coterminous with the term of the Aircam Agreement, as such term may be extended from time to time. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement at any time for any reason or for no reason upon 30 days' prior written notice to the other party.

3. Expenses. Client's obligation to pay any expenses with respect to the Aircraft is strictly limited to the management fee referred to below and the following operating expenses relating to its use of the Aircraft under the Lease and this Agreement: (a) fuel, oil, lubricants and other additives; (b) travel expenses of crew, including food, lodging and ground transportation; (c) hangar and tie-down costs away from the

Aircraft's base of operation; (d) additional insurance obtained for the specific flight at the request of Client; (e) landing fees, airport taxes and similar assessments; (f) customs, foreign permit and similar fees directly related to the flight; (g) in-flight food and beverages; (h) passenger ground transportation; (i) flight planning and weather contract services; and (j) flight crew to the extent provided by independent contractors rather than by CSC. CSC shall pay all such operating expenses and invoice them to Client monthly. Client shall pay such invoices promptly after receipt.

4. Management Fee. The management fee shall be \$100 per month for each month during the Term, and shall be paid by Client promptly after receipt of an invoice from CSC.

5. Insurance. CSC shall, at no expense to Client, cause Client and its parent, subsidiaries and affiliates and their respective officers, directors, partners, employees, shareholders, managers and members to be included as additional insureds on all insurance policies maintained by CSC with respect to the Aircraft and the performance or failure to perform the aircraft management services set forth in Paragraph 1 above. From time to time during the Term, CSC shall, upon the request of Client, cause its insurer to provide Client with certificates of insurance or other evidence reasonably satisfactory to Client that the insurance coverage required to be furnished by CSC hereunder is in effect.

6. Cross Indemnities. The provisions of Section 9.5 and 9.6 of the Aircam Agreement are incorporated herein by this reference, but shall be applied only to CSC's performance or failure to perform the aircraft management services set forth in Paragraph 1 above and the use by Client of the Aircraft under the Lease and this Agreement.

7. Addresses for Notices.

To Client:

Rainbow Media Holdings LLC
11 Penn Plaza
New York, New York 10001
Attention: Sean Sullivan, CCO
Telephone: (646) 393-8135
Fax: (646) 273-7392
E-mail: ssullivan1@rainbow-media.com

and

Rainbow Media Holdings LLC
11 Penn Plaza
New York, New York 10001
Attn: Jamie Gallagher, EVP and GC
Telephone: (646) 273-3606
Fax: (646) 273-3789
E-mail: jgallagher@rainbow-media.com

To CSC:

CSC Transport, Inc.
8000 Republic Airport, Hangar 5
Farmingdale, New York 11735
Attention: Philip Prosseda
Telephone: (516) 803-5910
Fax: (516) 694-6923
E-mail: p prosseda@cablevision.com

and

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Attn: David Ellen, General Counsel
Telephone: (516) 803-2300
Fax: (516) 803-2575
E-mail: dellen@cablevision.com

8. No Partnership or Joint Venture. Nothing contained in this Agreement will in any way create any partnership or joint venture relationship between CSC and Client or be construed as evidence of the intention of the parties to constitute such.

Please acknowledge your agreement to the foregoing terms and conditions by executing a counterpart copy of this agreement and returning it to us at your earliest convenience.

Sincerely yours,

CSC TRANSPORT, INC.

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:

RAINBOW MEDIA HOLDINGS LLC

By: _____
Name: _____
Title: _____
Date: _____

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT, dated as of June _____, 2011, between AMC Networks Inc., a Delaware corporation ("AMC"), and Charles F. Dolan ("Charles Dolan").

WITNESSETH:

WHEREAS, AMC was incorporated as an indirect, wholly-owned subsidiary of Cablevision Systems Corporation ("Cablevision");

WHEREAS, Cablevision intends to spin-off AMC and its subsidiaries;

WHEREAS, effective upon the consummation of the spin-off, AMC wishes to secure the services of Charles Dolan as its Executive Chairman;

WHEREAS, Charles Dolan has indicated his willingness to execute this Agreement with respect to such employment on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Term of Employment. This Agreement shall be effective for a one year term commencing on the date on which the spin-off of AMC from Cablevision is consummated (the "Effective Date") and will be extended automatically for successive one year terms unless terminated by either party by written notice to the other party at least three months prior to the end of the then existing term of this Agreement. If the spin-off of AMC does not occur by June 30, 2012, this Agreement shall be null and void and of no force or effect.

2. Duties. During the period of this Agreement, Charles Dolan initially will be employed as Executive Chairman. As such, Charles Dolan will have such duties consistent with his position as may be assigned to him, from time to time, by the Board of Directors of AMC.

Charles Dolan agrees that he will faithfully perform the duties assigned to him hereunder and that he will devote such business time and attention to the business and affairs of AMC as described herein.

Charles Dolan represents that his employment hereunder and compliance by him with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement to which he is a party or by which he may be bound.

AMC acknowledges that, in addition to Charles Dolan's services pursuant to this Agreement, he will simultaneously serve, and is expected to devote most of his business time and attention to serving, as Chairman of Cablevision. AMC understands that Charles Dolan is entering into an amendment to his Employment Agreement with Cablevision contemporaneous with the execution of this Agreement and recognizes and agrees that Charles Dolan's

responsibilities to Cablevision will preclude him from devoting a substantial portion of his time and attention to AMC's affairs. In addition, as recognized in AMC's Certificate of Incorporation, there may be certain potential conflicts of interest and fiduciary duty issues associated with Charles Dolan's dual roles at AMC and Cablevision. AMC recognizes and agrees that none of (i) Charles Dolan's dual responsibilities at AMC and Cablevision, (ii) Charles Dolan's inability to devote a substantial portion of his time and attention to AMC's affairs, (iii) the actual or potential conflicts of interest and fiduciary duty issues that are waived in AMC's Certificate of Incorporation, or (iv) any actions taken, or omitted to be taken, by Charles Dolan in good faith to comply with his duties and responsibilities to AMC or Cablevision in light of his dual responsibilities to AMC and Cablevision, shall be deemed to be a breach by Charles Dolan of his obligations under this Agreement.

3. Compensation; Benefits. During the term of this Agreement, as compensation for the services to be performed by Charles Dolan under section 2 of this Agreement, AMC will pay Charles Dolan a minimum annual base salary of \$400,000, payable in accordance with the reasonable salary payment policies of AMC and subject to annual review during the term of this Agreement in accordance with AMC's practices, and to increases determined in the discretion of AMC. Charles Dolan will be eligible for an annual bonus, with a target bonus amount of 175% of his annual base salary, as the Compensation Committee of the Board of Directors of AMC (the "Compensation Committee") shall determine in its discretion in accordance with applicable plans or programs of AMC. Any such annual bonus for 2011 shall be prorated to reflect the period of Charles Dolan's employment with AMC following the Effective Date. Charles Dolan will also be eligible to participate in long-term cash or equity programs and arrangements of AMC at the level determined by the Compensation Committee, in its discretion consistent with Charles Dolan's role and responsibilities as Executive Chairman. In calendar year 2012, for example, Charles Dolan will be entitled to receive one or more long-term cash and/or equity awards with an aggregate target value of \$900,000, all as determined by the Compensation Committee in its discretion in accordance with applicable plans or programs of AMC. Although there is no guarantee, it is currently expected that long-term cash or equity awards of similar aggregate target values will be made to Charles Dolan annually.

Charles Dolan will be eligible to participate in the AMC Networks Inc. Excess Savings Plan (the "Excess Savings Plan"), when established, and AMC will provide Charles Dolan with life, accidental death and dismemberment and business travel accident insurance. Prior to the time the Excess Savings Plan is established, Charles Dolan will be eligible to participate in the Cablevision Excess Savings Plan with respect to his compensation from AMC on the same terms on which other employees of AMC are eligible to participate in such plan. Any such life, accidental death and dismemberment and business travel accident insurance will be based on Charles Dolan's AMC base salary (provided that, to the extent AMC and Cablevision continue to use the same insurance carriers, coverage under AMC's plans will be aggregated with coverage under the Cablevision plan with respect to any applicable maximum coverage provisions.) Charles Dolan acknowledges that he will not participate in any other employee health and welfare or retirement plan of AMC.

Charles Dolan acknowledges that any continuing service requirements with respect to any AMC stock options or AMC restricted stock issued in respect of the spin-off of AMC shall be based solely on service to Cablevision and its affiliates (other than AMC and its

subsidiaries). AMC has no liability to Charles Dolan with respect to any cash payable pursuant to the outstanding long-term cash and equity awards that were granted to him under the plans of Cablevision prior to the Effective Date, and Charles Dolan agrees that he will not assert any such liability against AMC.

4. Expenses. Charles Dolan shall be authorized, in carrying out his responsibilities and duties hereunder, to make expenditures from time to time on behalf of AMC for the performance, furtherance and maintenance of AMC's business, including travel relating to the business of AMC, entertainment and similar items, and AMC shall promptly reimburse Charles Dolan for such expenditures upon the submission of statements therefore by Charles Dolan; provided, however, that when such expenses may be reasonably anticipated, AMC shall advance the amount thereof to Charles Dolan.

5. Termination Rights of AMC. AMC shall have the right to terminate Charles Dolan's employment at its option in the event of Charles Dolan's repeated willful and material failure to perform the services required of him hereunder, or Charles Dolan's willful wrongdoing in the performance of his duties hereunder. Termination under the preceding sentence shall cause all obligations of AMC hereunder to cease.

AMC may, if it so elects, declare Charles Dolan's employment hereunder terminated by reason of his incapacity extending beyond six consecutive months' disability at any time prior to Charles Dolan's return to employment and the discharge of his duties hereunder. If such termination occurs, Charles Dolan will be entitled to continue to receive all of his compensation and benefits pursuant to section 3 until the end of the then remaining term of this Agreement. In the event of Charles Dolan's death, all obligations of AMC hereunder shall cease, except that AMC will make a lump sum death benefit payment to Charles Dolan's estate equal to the greater of one year's salary or 50% of the compensation that would have been payable to Charles Dolan during the then remaining term of this Agreement.

6. Section 409A.

To the extent Charles Dolan would otherwise be entitled to any payment that under this Agreement, or any plan or arrangement of AMC or its affiliates, constitutes "deferred compensation" subject to Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") and that if paid during the six months beginning on the date of termination of Charles Dolan's employment would be subject to the Section 409A additional tax because Charles Dolan is a "specified employee" (within the meaning of Section 409A and as determined by AMC), (i) the payment will not be made to Charles Dolan and instead will be made to a trust in compliance with Rev. Proc. 92-64 (the "Rabbi Trust"), and (ii) the payment, together with any earnings on it, will be paid to Charles Dolan on the earlier of the six-month anniversary of his "separation from service" as defined in Treas. Reg. § 1.409A-1(h) or his death; provided, however, that no payment will be made to the Rabbi Trust if it would be contrary to law or cause Charles Dolan to incur additional tax under Section 409A. Similarly, to the extent Charles Dolan would otherwise be entitled to any benefit (other than a payment) during the six months beginning on termination of his employment that would be subject to the Section 409A additional tax, the benefit will be delayed and will begin being provided (together, if applicable, with an adjustment to compensate Charles Dolan for the delay) on the earlier of the six-month

anniversary of his separation from service or his death. Any such payments or benefit subject to Section 409A shall be treated as separate payments for purposes of Section 409A. Furthermore, to the extent any other payments of money or other benefits due to Charles Dolan could cause the application of an additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A.

In addition, any payment or benefit that is due or commences upon a termination of Charles Dolan's employment that represents a "deferral of compensation" within the meaning of Section 409A shall be paid, commenced to be paid or provided to Charles Dolan only upon a "separation from service" as defined in Treas. Reg. § 1.409A-1(h).

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

If the Rabbi Trust has not been established at the time of the termination of Charles Dolan's employment, Charles Dolan may select an institution to serve as the trustee of the Rabbi Trust (so long as the institution is reasonably acceptable to AMC). Charles Dolan may negotiate such terms with the trustee as are customary for such arrangements and reasonably acceptable to AMC. AMC will bear all costs related to the establishment and operation of the Rabbi Trust, including Charles Dolan's attorney's fees.

If any payment otherwise due to Charles Dolan hereunder would result in the imposition of the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, AMC will instead pay Charles Dolan either (i) such amount or (ii) the maximum amount that could be paid to Charles Dolan without the imposition of the excise tax, depending on whichever amount results in Charles Dolan receiving the greater amount of after-tax proceeds. In the event that the payments and benefits payable to Charles Dolan would be reduced as provided in the previous sentence, then such reduction will be determined in a manner which has the least economic cost to Charles Dolan and, to the extent the economic cost is equivalent, such payments or benefits will be reduced in the inverse order of when the payments or benefits would have been made to Charles Dolan (i.e., later payments will be reduced first) until the reduction specified is achieved.

AMC will not take any action that would expose any payment or benefit to Charles Dolan to the additional tax of Section 409A, unless (i) AMC is obligated to take the action under an agreement, plan or arrangement to which Charles Dolan is a party, (ii) Charles Dolan requests the action, (iii) AMC advises Charles Dolan in writing that the action may result in the imposition of the additional tax and (iv) Charles Dolan subsequently requests the action in a writing that acknowledges he will be responsible for any effect of the action under Section 409A. AMC will hold Charles Dolan harmless for any action it may take in violation of this paragraph, including any attorney's fees Charles Dolan may incur in enforcing his rights.

It is AMC's intention that the benefits and rights to which Charles Dolan could become entitled in connection with termination of employment comply with Section 409A. If Charles Dolan or AMC believes, at any time, that any of such benefit or right does not comply, it will promptly advise the other and will negotiate reasonably and in good faith to amend the terms of such arrangement such that it complies (with the most limited possible economic effect on Charles Dolan and on AMC).

7. Assignment. The rights and obligations of AMC under this Agreement shall inure to the benefit of, and shall be binding upon, its successors and assigns. AMC may not assign this Agreement without the consent of Charles Dolan.

8. Notices. All notices and requests hereunder shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid,

if to Charles Dolan, addressed to:

Mr. Charles F. Dolan
c/o Cablevision Systems Corporation,
1111 Stewart Avenue,
Bethpage, NY 11714

with copy to:

Dolan Family Office
340 Crossways Park Drive
Woodbury, NY 11797
Attention: William J. Frewin

if to AMC, addressed to:

AMC Networks Inc.
11 Penn Plaza
New York, NY 10001
Attention: President & Chief Executive Officer

Such notices and requests shall be deemed delivered on the day on which personally delivered, or if delivered by mail, on the third business day after its delivery at the post office, as evidenced by a post office receipt furnished to the sender. Either party may change his or its address for receipt of notices and requests hereunder by notice duly given to the other party in accordance with the provision of this section.

9. Governing Law. The laws of the State of New York shall govern all questions relative to the interpretation and construction of this Agreement, and to the performance hereof.

10. Waiver. No waiver by either party of any default hereunder by the other shall in any way prejudice the waiving party with respect to any subsequent default hereunder (whether or not similar) by the other party.

11. Headings of No Effect. The headings and captions hereof have been inserted solely for convenience of reference, and shall in no way define, limit or describe any of the provisions of this Agreement.

12. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

AMC Networks Inc.

By: _____
Name:
Title:

Charles F. Dolan

June __, 2011

Mr. Joshua W. Sapan
AMC Networks Inc.
Eleven Pennsylvania Plaza
New York, NY 10001

Re: EMPLOYMENT AGREEMENT

Dear Mr. Sapan:

This letter, effective upon the "Effective Date" (as defined in Annex A hereof), will confirm the terms of your employment by AMC Networks Inc. (the "Company"). Your employment agreement dated October 20, 2006 and amended December 5, 2008, shall continue in effect until the Effective Date, after which time it shall terminate and be of no further force and effect.

1. Your title shall be President and Chief Executive Officer. You agree to devote substantially all of your business time and attention to the business and affairs of the Company. Subject to such continuing rights as each party may have hereunder, either you or the Company may terminate your employment hereunder at any time.
 2. Your annual base salary will be a minimum of \$1,280,000, subject to annual review and potential increase by the Compensation Committee of the Board of Directors of the Company (the "Compensation Committee") in its discretion. Your annual base salary shall not be reduced during the term of this Agreement.
 3. Your annual target bonus amount will be 200% of your annual base salary, and may range from 0% to 400% of your annual base salary, as the Compensation Committee shall determine in its discretion.
 4. You will be eligible to participate in all employee benefit and retirement plans of the Company at the level available to other members of senior management subject to meeting the relevant eligibility requirements and terms of the plans. You will be entitled to four (4) weeks of vacation per year, to be accrued and used in accordance with Company policy.
-

5. You will be eligible to participate in the long-term cash or equity programs and arrangements of the Company at the level determined by the Compensation Committee, in its discretion, consistent with your role and responsibilities as President and Chief Executive Officer of the Company. In calendar year 2012, for example, you will be entitled to receive one or more long-term cash and/or equity awards with an aggregate target value of \$5,210,000, all as determined by the Compensation Committee in its discretion. Although there is no guarantee, it is currently expected that long-term cash or equity awards of similar aggregate target values will be made to you annually. The Company agrees that neither the scheduled expiration of this Agreement nor your rights in connection therewith will have any effect on any determination by the Compensation Committee with respect to the amount, terms or form of any long-term incentive awards granted to you in the future.
 6. In addition to your eligibility for the above grant of equity and/or cash long-term incentives in 2012, and subject to the approval of the Compensation Committee, you will also receive a one-time special award of restricted stock and/or restricted stock units, in such form or forms as determined by the Compensation Committee, with an aggregate target value of \$4,750,000, all as determined by the Compensation Committee in its discretion (the "Special Equity Award"). Such Special Equity Award will be made to you on or about the six-month anniversary of the Effective Date. The number of shares to be granted shall be determined by dividing the total value to be awarded by the average closing price of the Class A Common Stock of the Company for the twenty (20) trading days prior to the date of grant. The Special Equity Award shall be subject to terms substantially similar to the terms contained in the agreements historically used by Cablevision Systems Corporation ("CSC") for restricted stock or restricted stock unit awards for its senior executives, except that the forfeiture restrictions for the equity awards shall expire on the third anniversary of the grant (except as otherwise provided in Paragraphs 7(d), 8, 9 and 10 hereof), and shall be subject to performance objectives to be determined by the Compensation Committee at the time of grant. Although there is no guarantee, it is currently expected that the performance objectives applicable to the Special Equity Award will be substantially similar to those contained in Annex 2 of your March 2011 CSC restricted stock grant agreement, subject to the determination of the Compensation Committee and the satisfaction of applicable legal requirements.
 7. If, prior to the fifth anniversary of the Effective Date (the "Scheduled Expiration Date"), your employment with the Company is terminated (i) by the Company, or (ii) by you for "Good Reason" (as defined in Annex A), and at the time of any such termination described above, Cause (as defined in Annex A) does not exist, then, subject to your execution and delivery (without revocation within any applicable revocation period) to the Company of the Company's then-standard separation agreement (modified to reflect the terms of this Agreement) which agreement will include, without limitation, general releases by you as well as non-competition, non-solicitation, non-disparagement, confidentiality and other provisions substantially similar to (and not more restrictive than) those set forth in Annex B (a "Separation Agreement"), the Company will provide you with the following benefits and rights:
-

- (a) A cash severance payment in an amount equal to two times the sum of your annual base salary and your annual target bonus in effect at the time your employment terminates and such payment shall be payable to you in a lump sum on the 90th day after the termination of your employment;
 - (b) Each of your outstanding long-term cash performance awards granted under the plans of the Company and, prior to the Effective Date, Cablevision, shall immediately vest in full and shall be paid only if, when and to the same extent that other similarly situated executives receive payment for such awards as determined by the Compensation Committee (subject to the satisfaction of any applicable performance objectives);
 - (c) Each of your outstanding long-term cash awards (including any deferred compensation awards under the long-term cash award program) that are not subject to performance criteria granted under the plans of the Company and, prior to the Effective Date, Cablevision, shall immediately vest in full and shall be payable to you on the 90th day after the termination of your employment;
 - (d) (i) All of the time based restrictions on each of your outstanding restricted stock or restricted stock units granted to you under the plans of the Company, including, without limitation, the Special Equity Award, and on outstanding restricted stock of CSC or Madison Square Garden, Inc. ("MSG") held by you as of the Effective Date, shall immediately be eliminated, (ii) deliveries with respect to all such restricted stock that are not subject to performance criteria shall be made immediately after the effective date of the Separation Agreement, (iii) payment and deliveries with respect to all such restricted stock units that are not subject to performance criteria shall be made on the 90th day after the termination of your employment, and (iv) payments or deliveries with respect to your restricted stock and restricted stock units that are subject to performance criteria shall be made: (A) with respect to the Special Equity Award, to the extent that the Compensation Committee determines that such performance criteria have been satisfied, as soon as practicable after such determination; and (B) with respect to other such restricted stock and restricted stock units, only if, when and to the same extent that other similarly situated executives receive payment or deliveries for such awards as determined by the Compensation Committee (subject to satisfaction of any applicable performance objectives);
 - (e) Each of your outstanding stock options and stock appreciation awards under the plans of the Company, and outstanding stock options and stock appreciation awards of CSC or MSG held by you as of the Effective Date, shall immediately vest and become exercisable and you shall have the right to exercise each of those options and stock appreciation awards for the remainder of the term of such option or award; and
 - (f) A pro rated annual bonus for the year in which such termination occurred (based
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on the number of full calendar months during which you were employed by the Company during the year) only if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for your individual performance) as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives) and, if not previously paid, your annual bonus for the preceding year, if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for your individual performance) as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives).

- (g) The above provisions of this Paragraph 7 to the contrary notwithstanding, to the extent that (i) any awards payable under this Paragraph 7 constitute "non-qualified deferred compensation" subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and any regulations and guidelines promulgated thereunder (collectively, "Section 409A"); and (ii) accelerated payout is not permitted by Section 409A, such awards shall be payable to you at such time as is provided under the terms of such awards or otherwise in compliance with Section 409A.
8. If you die after a termination of your employment that is subject to Paragraph 7 or 10, your estate or beneficiaries will be provided with any remaining benefits and rights under Paragraph 7 or Paragraph 10, as applicable.
9. If you cease to be an employee of the Company or any of its affiliates prior to the Scheduled Expiration Date as a result of your death or physical or mental disability, you (or your estate or beneficiary) will be provided with the benefits and rights set forth immediately above in Paragraphs 7(b) through (g), and, in the event of your death, such longer period to exercise your then outstanding stock options and stock appreciation awards of the Company, CSC and MSG as may otherwise be permitted under the applicable stock plan and award letter.
10. If, after the Scheduled Expiration Date, your employment with the Company is terminated (i) by the Company, (ii) by you for Good Reason, or (iii) by you without Good Reason but only if you had provided the Company with at least six months advance written notice of your intent to so terminate your employment under this provision, and such written notice specifies an effective date of termination no sooner than the first day after the Scheduled Expiration Date, or (iv) as a result of your death or disability, and at the time of any such termination described above, Cause does not exist, then, subject to (except in the case of your death) your execution and delivery (without revocation) to the Company of a Separation Agreement, you or your estate or beneficiary, as the case may be, will be provided with the benefits and rights set forth above in Paragraphs 7(b) through (g).
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11. If, prior to, on or after the Scheduled Expiration Date, you cease to be employed by the Company for any reason other than your being terminated by the Company for Cause, you shall have three years to exercise outstanding stock options and stock appreciation awards of the Company, CSC and MSG, unless you are afforded a longer period for exercise pursuant to another provision of this Agreement or any applicable award letter, but in no event shall such stock options or stock appreciation awards be exercisable after the end of the applicable regularly scheduled term (except in the case of death, as may otherwise be permitted under the applicable stock plan and award letter).
 12. Upon the termination of your employment with the Company, except as otherwise specifically provided in this Agreement, your rights to benefits and payments under the Company's pension and welfare plans (other than severance benefits) and any outstanding long-term cash or equity awards shall be determined in accordance with the then current terms and provisions of such plans, agreements and awards under which such benefits and payments (including such long-term cash or equity awards) were granted.
 13. You and the Company agree to be bound by the additional covenants, acknowledgements and other provisions applicable to each that are set forth in Annex B, which shall be deemed to be part of this Agreement and, effective as of the Effective Date, shall supersede all covenants applicable to you under any other agreement with CSC, the Company or any affiliate of either of them in existence immediately prior to the parties' entry into this Agreement.
 14. The Company may withhold from any payment due hereunder any taxes that are required to be withheld under any law, rule or regulation.
 15. If any payment otherwise due to you hereunder would result in the imposition of the excise tax imposed by Section 4999 of the Internal Revenue Code, the Company will instead pay you either (i) such amount or (ii) the maximum amount that could be paid to you without the imposition of the excise tax, depending on whichever amount results in your receiving the greater amount of after-tax proceeds. In the event that the payments and benefits payable to you would be reduced as provided in clause (ii) of the previous sentence, then such reduction will be determined in a manner which has the least economic cost to you and, to the extent the economic cost is equivalent, such payments or benefits will be reduced in the inverse order of when the payments or benefits would have been made to you (i.e., later payments will be reduced first) until the reduction specified is achieved.
 16. If and to the extent that any payment or benefit under this Agreement, or any plan, award or arrangement of the Company or its affiliates, constitutes "non-qualified deferred compensation" subject to Section 409A of the Code and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the
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meaning of Section 409A as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid or benefit not provided in respect of the six month period specified in the preceding sentence will be paid to you, together with interest on such delayed amount at a rate equal to the average of the one-year LIBOR fixed rate equivalent for the ten business days prior to the date of your separation from service, in a lump sum or, as applicable, will be provided to you as soon as practicable after the expiration of such six month period. Any such payments or benefit subject to Section 409A shall be treated as separate payments for purposes of Section 409A. Furthermore, to the extent any other payments of money or other benefits due to you could cause the application of an additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A.

17. To the extent any expense reimbursement is determined to be subject to Section 409A, the amount of any such expenses eligible for reimbursement in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except under any lifetime limit applicable to expenses for medical care), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which you incurred such expenses, and in no event shall any right to reimbursement be subject to liquidation or exchange for another benefit.
 18. The Company will not take any action that would expose any payment or benefit to you to an acceleration of income, interest or the additional tax of Section 409A(1) , unless (i) the Company is obligated to take the action under agreement, plan or arrangement to which you are a party, (ii) you request the action, (iii) the Company advises you in writing that the action may result in the imposition of the additional tax and (iv) you subsequently request the action in a writing that acknowledges you will be responsible for any effect of the action under Section 409A. The Company will hold you harmless for any action it may take in violation of this Paragraph 18, including any attorney's fees you may incur in enforcing your rights.
 19. It is our intention that the benefits and rights to which you could become entitled in connection with termination of employment comply with Section 409A. If you or the Company believes, at any time, that any of such benefit or right does not comply, it will promptly advise the other and will negotiate reasonably and in good faith to amend the terms of such arrangement such that it complies (with the most limited possible economic effect on you and on the Company).
 20. This Agreement is personal to you and without the prior written consent of the Company shall not be assignable by you otherwise than by will or the laws of descent and distribution and any assignment in violation of this Section 21 shall be void. This Agreement shall inure to the benefit of and be enforceable by your legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.
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21. To the extent permitted by law, you and the Company waive any and all rights to the jury trial with respect to any controversy or claim between you and the Company arising out of or relating to or concerning this Agreement (including the covenants contained in Annex B) or any aspect of your employment with the Company or the termination of that employment (each an "Employment Matter").
22. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE.
23. Both the Company and you hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement, and each of us hereby waives, and agrees not to assert, as a defense that either of us, as appropriate, is not subject thereto or that the venue thereof may not be appropriate. We each hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.
24. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. It is the parties' intention that this Agreement not be construed more strictly with regard to you or the Company. From and after the Effective Date, this Agreement shall supersede any prior agreements, arrangements, understandings and communications between the parties dealing with such subject matter hereof, whether oral or written.
25. Certain capitalized terms used herein have the meanings set forth in Annex A hereto.
26. This Agreement shall automatically expire and be of no further effect as of immediately following the Scheduled Expiration Date; provided, however, Paragraphs 2, 8 (in respect of Paragraph 10) and 10 through, and including, 26 shall survive the termination or expiration of this Agreement and shall be binding on you and the Company.

AMC NETWORKS, INC.

By: _____

Title: _____

Accepted and Agreed:

Joshua W. Sapan

ANNEX A
DEFINITIONS ANNEX
(This Annex constitutes part of the Agreement)

“Cause” means your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or an affiliate thereof, or (ii) commission of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of Nolo Contendere, or imposition of unadjudicated probation for any crime involving moral turpitude or felony.

“Change in Control” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“Effective Date” means the date on which the spinoff of AMC Networks Inc. from CSC is consummated.

Termination for “Good Reason” means that (1) without your consent, (A) your base salary or bonus target as an employee is reduced, (B) the Company requires that your principal office be located more than fifty miles from Manhattan, (C) the Company materially breaches its obligations to you under this Agreement, (D) you are no longer the President and Chief Executive Officer of the Company, (E) you report directly to someone other than the Chairman (or an Executive Chairman) of the Board of Directors of the Company, or (F) your responsibilities are materially diminished, (2) you have given the Company written notice, referring specifically to this definition, that you do not consent to such action, (3) the Company has not corrected such action within 15 days of receiving such notice, and (4) you voluntarily terminate your employment within 90 days following the happening of the action described in subsection (1) above.

ANNEX B
ADDITIONAL COVENANTS
(This Annex constitutes part of the Agreement)

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

1. CONFIDENTIALITY

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

If disclosed, Confidential Information or Other Information could have an adverse effect on the Company's standing in the community, its business reputation, operations or competitive position or the standing, reputation, operations or competitive position of any of its affiliates subsidiaries, officers, directors, employees, actors, producers, directors, writers or other creative personnel, consultants or agents or any of the Covered Parties.

Notwithstanding the foregoing, the obligations of this section, other than with respect to subscriber information, shall not apply to Confidential Information which is:

- a) already in the public domain;
 - b) disclosed to you by a third party with the right to disclose it in good faith and not intended to be maintained in confidence; or
 - c) specifically exempted in writing by the Company from the applicability of this Agreement.
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Notwithstanding anything elsewhere in this Agreement, you are authorized to make any disclosure required of you by any federal, state and local laws or judicial, arbitral or governmental agency proceedings, after providing the Company with prior written notice and an opportunity to respond prior to such disclosure. In addition, this Agreement in no way restricts or prevents you from providing truthful testimony concerning the Company to judicial, administrative, regulatory or other governmental authorities.

2. Non-Compete

You acknowledge that due to your executive position in the Company and your knowledge of the Company's confidential and proprietary information, your employment or affiliation with certain entities would be detrimental to the Company. You agree that, without the prior written consent of the Company, you will not represent, become employed by, consult to, advise in any manner or have, directly or indirectly, any material interest in any Competitive Entity (as defined below). A "Competitive Entity" shall mean (1) any person or entity that (i) competes with any of the Company's or its affiliates' programming, advertising, entertainment, film production, theatrical, motion picture exhibition or other existing business, nationally or regionally, or (ii) directly competes with any other business of the Company or one of its subsidiaries that produced greater than 10% of the Company's revenues in the calendar year immediately preceding the year in which the determination is made, or (2) any trade or professional association representing any of the companies covered by this paragraph. Ownership of not more than 1% of the outstanding stock of any publicly traded company shall not be a violation of this paragraph. This agreement not to compete will expire upon the first anniversary of the date of your termination of employment with the Company.

3. Additional Understandings

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

Unless the Company determines in good faith that you have committed any malfeasance during your employment by the Company, the Company agrees that its corporate officers and directors, employees in its public relations department or third party public relations representatives retained by the Company will not disparage you or make negative statements in the press or other media which are damaging to your business or personal reputation.

In the event that you so disparage the Company or make such negative statements, then notwithstanding the above provision to the contrary, the Company may make a proportional response thereto. In the event that the Company so disparages you or makes such negative statements, then notwithstanding the above provision to the contrary, you may make a proportional response thereto.

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

4. Further Cooperation

Following the date of termination of your employment with the Company (the "Expiration Date"), you will no longer provide any regular services to the Company or represent yourself as a Company agent. If, however, the Company so requests, you agree to cooperate fully with the Company in connection with any matter with which you were involved prior to the Expiration Date, or in any litigation or administrative proceedings or appeals (including any preparation therefore) where the Company believes that your personal knowledge, attendance and participation could be beneficial to the Company. This cooperation includes, without limitation, participation on behalf of the Company in any litigation or administrative proceeding brought by any former or existing Company employees, actors, producers, directors, writers or other creative personnel, representatives, agents or vendors. The Company will pay you for your services rendered under this provision at the rate of \$6,800 per day for each day or part thereof, within 30 days of approved invoice therefore.

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

5. Non-Hire or Solicit

You agree not to hire, seek to hire, or cause any person or entity to hire or seek to hire (without the prior written consent of the Company), directly or indirectly (whether for your own interest or any other person or entity's interest) any then current employee of the Company, or any of its subsidiaries or affiliates, until the first anniversary of the date of your termination of employment with the Company. This restriction does not apply to any employee who was discharged by the Company. In addition, this restriction will not prevent you from providing references.

6. Acknowledgements.

You acknowledge that the restrictions contained in this Annex B, in light of the nature of the Company's business and your position and responsibilities, are reasonable and necessary to

protect the legitimate interests of the Company. You acknowledge that the Company has no adequate remedy at law and would be irreparably harmed if you breach or threaten to breach the provisions of this Annex B, and therefore agree that the Company shall be entitled to injunctive relief, to prevent any breach or threatened breach of any of those provisions and to specific performance of the terms of each of such provisions in addition to any other legal or equitable remedy it may have. You further agree that you will not, in any equity proceeding relating to the enforcement of the provisions of this Annex B, raise the defense that the Company has an adequate remedy at law. Nothing in this Annex B shall be construed as prohibiting the Company from pursuing any other remedies at law or in equity that it may have or any other rights that it may have under any other agreement. If it is determined that any of the provisions of this Annex B or any part thereof, is unenforceable because of the duration or scope (geographic or otherwise) of such provision, it is the intention of the parties that the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced.

7. Surviving.

The provisions of this Annex B shall survive any termination of your employment by the Company or the expiration of the Agreement.

April 16, 2010

Mr. Edward A. Carroll
c/o Rainbow Media Holdings, LLC
11 Penn Plaza
New York, New York 10001

Re: Employment Agreement

Dear Ed:

This letter (the "*Agreement*") will confirm the terms of your continued employment by Rainbow Media Enterprises, Inc. (the "*Company*").

The term of this Agreement (the "*Term*") shall commence as of the date it is executed by both you and the Company and shall automatically expire on April 15, 2013 (the "*Expiration Date*").

Your title continues to be President, National Programming Services. You agree to devote substantially all of your business time and attention to the business and affairs of the Company and to perform your duties in a diligent, competent and skillful manner and in accordance with applicable law.

Your annual base salary will be a minimum of \$950,000, subject to review and potential increase by the Company in its discretion. Your base salary shall not be reduced during the Term.

Your annual target bonus will be 100% of your annual base salary. Bonus payments are based on actual salary dollars paid during the year and depend on a number of factors including Cablevision Systems Corporation ("*Cablevision*"), unit and individual performance. However, the decision whether or not to pay a bonus, and the amount of any such bonus, will be made by the Company in its sole discretion. In order to receive a bonus, you must be employed by the Company at the time bonuses are being paid.

You will also continue to be eligible, subject to your continued employment by the Company and actual grant by the Compensation Committee of the Board of Directors of Cablevision (the "*Compensation Committee*") in its sole discretion, to participate in all long-term equity and other incentive programs at the level available to similarly situated executives at the

Company. Any such awards would be made pursuant to the applicable plan documents and would be subject to terms and conditions established by the Compensation Committee in its sole discretion or otherwise and that would be detailed in separate agreements you would receive after any award is actually made.

You will also continue to be eligible for our standard benefits program. Participation in our benefits program is subject to meeting the relevant eligibility requirements, payment of the required premiums, and the terms of the plans themselves. We currently offer medical, dental, vision, life, and accidental death and dismemberment insurance, short- and long-term disability insurance, a savings and retirement program and ten paid holidays. You will be entitled to four (4) weeks vacation per year, to be accrued and used in accordance with Company policy.

Effective immediately, you and the Company agree to be bound by the additional covenants and provisions applicable to each that are set forth in the *Annex* attached hereto, which *Annex* shall be deemed to be a part of this Agreement.

If your employment with the Company is terminated during the Term (1) involuntarily by the Company or (2) by you for "Good Reason," and at the time of such termination under clause (1) or (2) "Cause" does not exist, then, subject to your execution and the effectiveness of a severance agreement satisfactory to the Company and Cablevision, which severance agreement shall include, without limitation, a full and complete general release in favor of the Company, Cablevision and their respective affiliates and their respective directors and officers, as well as your agreement to non-competition, non-solicitation, non-disparagement, confidentiality and further cooperation obligations and restrictions, the Company will provide you with Severance in an amount to be determined by the Company (the "Severance Amount"), but in no event less than two (2) times the sum of (i) your annual base salary plus (ii) your target annual bonus, each as in effect at the time your employment terminates. Sixty percent (60%) of the Severance Amount will be payable to you on the six-month anniversary of the date your employment so terminates (the "Termination Date") and the remaining forty percent (40%) of the Severance Amount will be payable to you on the twelve-month anniversary of the Termination Date. If such Termination Date occurs prior to the payment of an annual bonus for the preceding year, you shall remain eligible to receive an annual bonus for the preceding year if, when and to the same extent that other similarly situated employees receive payment of bonuses for such year as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives).

In connection with any termination of your employment described above, other than as specifically provided above (i) all equity or cash incentive grants or awards you may then have outstanding will be treated in accordance with their terms, and (ii) you shall not be eligible for any annual bonus with respect to your or the Company's performance during the calendar year in which the Termination Date occurs.

Notwithstanding any other provision of this Agreement, the Company may terminate your employment at any time, with or without notice or reason. This Agreement shall automatically terminate upon your death.

The Company may withhold from any payment due to you hereunder any taxes that are required to be withheld under any law, rule or regulation.

If and to the extent that any payment or benefit hereunder, or any plan or arrangement of the Company or its affiliates, is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A of the Internal Revenue Code of 1986 ("Section 409A") and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid in respect of the six-month period specified in the preceding sentence will be paid to you in a lump sum after the expiration of such six-month period. Any such payment or benefit shall be treated as a separate payment for purposes of Section 409A to the extent Section 409A applies to such payments.

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

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

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

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

This Agreement will be governed by and construed in accordance with the law of the State of New York applicable to contracts made and to be performed entirely within that State.

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

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

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

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

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

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

“*Good Reason*” means that (1) without your consent, (A) your base salary or annual bonus target is reduced, (B) your title is reduced, (C) you report directly to someone other than the Chairman or the President and Chief Executive Officer of the Company or a Chairman, President, Chief Executive Officer, Vice Chairman or Chief Operating Officer of Cablevision, or (D) the Company requires that your principal office be located more than fifty (50) miles from Manhattan, (2) you have given the Company written notice, referring specifically to this letter and definition, that you do not consent to such action, (3) the Company has not corrected such action within 30 days of receiving such notice, and (4) you voluntarily terminate your employment within 90 days following the happening of the action described in subsection (1) above.

It is the parties' intention that this Agreement not be construed more strictly with regard to you or the Company. From and after the date of this Agreement, this Agreement shall supersede any other employment or severance agreement or arrangements between the parties including, without limitation, that certain prior letter dated October 17, 2007 (as amended December 5, 2008) (and you shall not be eligible for separate severance benefits under any plan, program or policy of the Company, Cablevision or any of their respective affiliates).

RAINBOW MEDIA
ENTERPRISES, INC.

/s/ Joshua W. Sapan
By: Joshua W. Sapan
Title: CEO

ACCEPTED AND AGREED:

/s/ Edward A. Carroll

Edward A. Carroll

ANNEX

This Annex constitutes part of the Agreement, dated April 16, 2010, by and between Edward A. Carroll ("You") and Rainbow Media Enterprises, Inc. (the "Company"). Terms defined in the Agreement shall have the same meanings in this Annex.

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

1. Confidentiality

(a) Agreement. You agree to keep the existence and terms of this Agreement confidential and not to disclose them to any persons other than to your legal, financial and/or tax advisors or to members of your immediate family (all of whom shall also be bound by the foregoing confidentiality covenant) or as required by law, rule, regulation or judicial process.

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

(c) Exception for Disclosure Pursuant to Law. Notwithstanding the foregoing, the obligations of this section, other than with respect to subscriber or customer information, shall not apply to Confidential Information that is:

- 1) already in the public domain;
- 2) disclosed to you by a third party with the right to disclose it in good faith; or

3) specifically exempted in writing by the applicable Covered Party from the applicability of this Agreement.

Notwithstanding anything contained elsewhere in this Agreement, you are authorized to make any disclosure required of you by any federal, state or local laws or judicial, arbitral or governmental agency proceedings, after providing the Company with prior written notice and an opportunity to respond prior to such disclosure.

2. Non-Compete

You acknowledge that due to your executive position in the Company and your knowledge of Confidential Information, your employment or affiliation with certain businesses would be detrimental to the Company and/or its affiliates. You agree that, without the prior written consent of the Company, you will not represent, become employed by, consult to, advise in any manner or have any material interest, directly or indirectly, in any Competitive Entity (as defined below). A "Competitive Entity" shall mean (1) any person, entity or business that competes with any of the Company's or any of its affiliate's cable television, telephony or online data businesses in the New York City Metropolitan Area (as defined below); (2) any person, entity or business that competes with any of the Company's or any of its affiliates' programming, cinema, advertising, theatrical production, film production, sports or entertainment or other businesses, nationally or regionally; or (3) any trade or professional association representing any of the businesses covered by this paragraph, other than the National Cable Television Association and any state cable television association. Ownership of not more than 1% of the outstanding stock of any publicly traded company shall not, by itself, be a violation of this paragraph. This agreement not to compete will expire on the first anniversary of the date on which your employment with the Company has terminated. By accepting this Agreement, you understand that the terms and conditions of this Section 2 may limit your ability to earn a livelihood in a business similar to the business of the Company and its affiliates, but nevertheless hereby agree that the restrictions and limitations hereof are reasonable in scope, area and duration, and that the consideration provided under the Agreement is sufficient to justify the restrictions and limitations contained herein.

"New York City Metropolitan Area" shall mean all locations within the following counties: (i) New York, Richmond, Kings, Queens, Bronx, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Dutchess, and Ulster in New York State; (ii) Hudson, Bergen, Passaic, Sussex, Warren, Hunterdon, Somerset, Union, Morris, Middlesex, Mercer, Monmouth, Essex and Ocean in New Jersey; (iii) Pike in Pennsylvania; and (iv) Fairfield and New Haven in Connecticut.

3. Additional Understandings

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

This agreement in no way restricts or prevents you from providing truthful testimony concerning the Company or its affiliates as required by court order or other legal process; provided that you afford the Company written notice and an opportunity to respond prior to such disclosure.

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

4. Further Cooperation

Following the date of termination of your employment with the Company, you will no longer provide any regular services to the Company or represent yourself as a Company agent. If, however, the Company so requests, you agree to cooperate fully with the Company in connection with any matter with which you were involved prior to such employment termination, or in any litigation or administrative proceedings or appeals (including any preparation therefor) where the Company believes that your personal knowledge, attendance or participation could be beneficial to the Company or its affiliates. This cooperation includes, without limitation, participation on behalf of the Company and/or its affiliates in any litigation, administrative or similar proceeding, including providing truthful testimony.

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

5. No Hire or Solicit

For the term of the Agreement and until one year after the termination of your employment, you agree not to hire, seek to hire, or cause any person or entity to hire or seek to hire (without the prior written consent of the Company), directly or indirectly (whether for your own interest or any other person or entity's interest) any employee of the Company or any of its affiliates. This restriction does not apply to any employee who was discharged by the Company or any of its affiliates. In addition, this restriction will not prevent you from providing references.

6. Specific Performance; Injunctive Relief

You understand and agree that the Company will suffer immediate, irreparable harm in the event you breach any of your obligations under the covenants and agreements set forth in this *Annex*, that monetary damages will be inadequate to compensate the Company for such breach and that the Company shall be entitled to injunctive relief as a remedy for any such breach (or threatened breach). Such remedy shall not be deemed to be the exclusive remedy in the event of breach by you of any of the covenants or agreements set forth in this *Annex*, but shall be in addition to all other remedies available to the Company at law or in equity. You hereby waive, to the extent you may legally do so, any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive or other equitable relief, and further waive, to the extent you may legally do so, the defense in any action for specific performance or other equitable remedy that a remedy at law would be adequate. Notwithstanding anything to the contrary contained in this Agreement, in the event you violate the covenants and agreements set forth in this *Annex*, then, in addition to all other rights and remedies available to the Company, the Company shall have no further obligation to pay you any severance benefits or to provide you with any other rights or benefits to which you would have been entitled pursuant to this Agreement had you not breached the covenants and agreements set forth in this *Annex*. You further acknowledge and agree that the services rendered by you for the Company are special and unique and that a part of the consideration set forth in the Agreement is in exchange for your promises set forth in Section 2 (Non-Competition) in this *Annex*, and that the provisions set forth in this *Annex* are reasonable and necessary for the Company's legitimate protection of its business interests.

7. Survival

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

August 11, 2010

Mr. Sean Sullivan
c/o Rainbow Media Holdings, LLC
11 Penn Plaza
New York, New York 10001

Dear Sean:

Following up on our recent conversations, I am pleased to forward this letter setting forth the details of the employment offer we have previously discussed. The prospect of your joining Cablevision is exciting to all of us here, and I am gratified by your initial enthusiastic response to our offer.

As I indicated to you, this offer is conditioned upon your successful completion of our pre-employment screening and testing process. Following the completion of that process, you will join the Company as an at will employee with the title of Chief Corporate Officer within our Rainbow business unit.

Your initial base salary will be \$575,000 annually, paid bi-weekly. Beginning with calendar year 2010, you will be eligible to participate in our discretionary annual bonus program with an annual target bonus opportunity equal to 60 percent of salary. Bonus payments are based on actual salary dollars paid during the year and depend on a number of factors including Company, unit and individual performance. However, the decision of whether or not to pay a bonus, and the amount of that bonus, if any, is made by the Company in its sole discretion. Bonuses are typically paid early in the subsequent calendar year. In order to receive a bonus, you must be employed by the Company at the time bonuses are being paid. Your base salary and annual target bonus opportunity will not be reduced during the term of this letter.

In addition, you will be entitled to a special bonus of \$150,000, payable within thirty (30) days after your start date and \$150,000 payable on the first anniversary of your start date, *provided* that, in each case, your employment with the Company has not been terminated by the Company for Cause and you have not voluntarily terminated your employment with the Company prior to such date. If you voluntarily terminate your employment with the Company prior to the three month anniversary of your start date, you agree to refund to the Company within thirty (30) days of such termination any such special bonuses previously paid to you.

You will also be eligible, subject to your continued employment by the Company and actual grant by the Compensation Committee of the Board of Directors of Cablevision Systems Corporation (the "Compensation Committee"), to participate in such equity and other long-term incentive programs that are made available in the future to similarly situated executives at the Company. In particular, as currently contemplated in our existing long-term incentive program (which is subject to change), it is currently expected that an employee at your level would be recommended to the Compensation Committee annually for a cash and equity award with an aggregate target value of \$500,000 (as determined by the Compensation Committee), subject to three year cliff vesting. Any such awards would be subject to actual grant by the Compensation Committee, would be pursuant to the applicable plan document and would be subject to terms and conditions established by the Compensation Committee in its sole discretion that would be detailed in separate agreements you will receive after any award is actually made. Provided that your actual start date is no later than September 30, 2010, you are expected to be recommended to the Compensation Committee to receive awards in 2010 with *pro rated* target values to reflect your mid-year hire (based on the number of full months remaining in the year as of your start date divided by 12).

You will also be eligible for our standard benefits program made available to similarly situated executives at the Company. Participation in our benefits program is subject to meeting the relevant eligibility requirements, payment of the required premiums, and the terms of the plans themselves. We currently offer medical, dental, vision, life, and accidental death and dismemberment insurance; short- and long-term disability insurance; a savings and retirement program; and ten paid holidays. You will also be eligible for vacation in accordance with Company policy.

If, prior to the twenty four-month anniversary of your actual start date (the "Reference Date"), your employment is involuntarily terminated by the Company for any reason other than Cause, the Company will pay you, subject to the last sentence of this paragraph, an amount equal to the greater of (a) your *pro rated* base salary from the effective date of the termination of your employment through the Reference Date and (b) six months of your base salary (the "Severance Amount"). Sixty percent (60%) of the Severance Amount will be payable to you on the six-month anniversary of the date your employment so terminates (the "Termination Date") and the remaining forty percent (40%) of the Severance Amount will be payable to you on the twelve-month anniversary of the Termination Date. Your entitlement to such payment, however, will be subject first to your execution and the effectiveness of a severance agreement to the Company's satisfaction, which agreement will be substantially similar to the Company's then standard form of severance agreement (other than to the extent the Company believes specific circumstances should be addressed in such agreement), if any, and will include, for example, non competition (limited to a period equal to the greater of (x) the number of full months following the Termination Date through the Reference Date and (y) six months), non-solicitation, non-disparagement, confidentiality and further cooperation commitments by you as well as a general release by you of the Company and its affiliates (and their respective directors, officers and employees).

In addition to the foregoing, in the event your employment is involuntarily terminated by the Company for any reason other than Cause, the Company will pay you the amount owed to you on account of the special bonuses as set forth in the fourth paragraph of this letter, if any, to the extent not previously paid.

In connection with any termination of your employment, all of your outstanding equity and cash incentive awards, if any, shall be treated in accordance with their terms.

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

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

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

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

calendar year in which you incurred such expense, and (iii) in no event shall any right to reimbursement be subject to liquidation or exchange for another benefit.

This letter does not constitute a guarantee of employment or benefits for any definite period. You or the Company may terminate your employment at any time, with or without notice, liability or cause. This letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. This letter reflects the entire understanding and agreement of you and the Company with respect to the subject matter hereof and supersedes any prior understandings or agreements.

Unless the Company publicly discloses this letter, you agree to keep this letter and its terms strictly confidential provided that you are authorized to disclose this letter and its terms to your immediate family members and your legal, financial and tax advisers and, with prior notice to the Company (to the extent legally permitted), as may be required by law or judicial proceedings.

This letter shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

This letter will automatically expire and be of no further force and effect on the earlier of (i) August 19, 2010 if it is not acknowledged by you below prior to such date or (ii) the Reference Date (other than with respect to any severance obligations owed to you in accordance with this letter as of that date).

Once again, we are all most enthusiastic about the prospect of your joining the Company and having you join our team.

Sincerely,

/s/ Joshua Sapan

Joshua Sapan
Chief Executive Officer
Rainbow Media Holdings, LLC

Accepted and Agreed

/s/ Sean Sullivan

Sean Sullivan

Date: 8/17/10

Form Option Agreement

Vested Option Grants Without 90 Day Expiration Provision¹

¹ This form will be used for grants of Cablevision options with a ten year term granted on the following dates: 6/25/03, 8/4/04, 10/1/04, 10/27/04 and 11/8/05.

OPTION AGREEMENT

[Date]

Dear [Full Name]:

Pursuant to the applicable Cablevision Systems Corporation Employee Stock Plan, on [•] (the "Grant Date"), you were granted options to purchase shares of Cablevision Systems Corporation ("Cablevision"). In conjunction with the spin-off of AMC Networks Inc. (the "Company") from Cablevision on [•] (the "Distribution Date"), and pursuant to the Company's 2011 Employee Stock Plan (the "Plan"), you are receiving the award described in this Option Agreement (the "Agreement") of nonqualified stock options (the "Options") to purchase [•] shares of AMC Networks Inc. Class A common stock (the "Class A Common Stock") at a price of \$ ___ per share.

Capitalized terms used but not defined in this Agreement have the meanings given to them in the Plan. The Options are granted subject to the terms and conditions set forth below:

1. *Vesting.* The Options are immediately exercisable.

2. *Exercise.* You may exercise the Options by giving written notice to the Secretary of the Company, or by following such procedures as established by the Company, specifying the number of shares of Class A Common Stock as to which the Options are being exercised (the "Exercise Notice"), together with a copy of this Agreement. Unless the Company chooses to settle such exercise in cash, shares of Class A Common Stock, or a combination thereof pursuant to Paragraph 3, you will be required to deliver to the Company, or such person as the Company may designate, within such time period as the Company may require, payment in full of the exercise price due on account of such exercise. You may pay the exercise price by cash, by certified check, by surrendering shares of Class A Common Stock or by any combination thereof. Class A Common Stock used to pay the exercise price pursuant to this Paragraph 2 will be valued at the Fair Market Value as of the day preceding the date of exercise.

3. *Option Spread.* Upon receipt of the Exercise Notice, the Company may elect, in lieu of issuing shares of Class A Common Stock, to settle the exercise covered by such notice by paying you an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one (1) share of Class A Common Stock on the date of exercise over the per share exercise price of the Options (the "Option Spread") by (ii) the number of shares of Class A Common Stock specified in the Exercise Notice. The amount payable to you in these circumstances may be paid by the Company either in cash or in shares of Class A Common Stock having a Fair Market Value equal to the Option Spread, or a combination thereof, as the Company shall determine. Class A Common Stock used to pay the Option Spread pursuant to this Paragraph 3 will be valued at the Fair Market Value as of the day the Exercise Notice is received by the Company.

4. *Expiration.* The Options will terminate automatically and without further notice on the tenth (10th) anniversary of the Grant Date, or at any of the following dates, if earlier:

- (A) one hundred and eighty (180) days following the date upon which you are no longer employed by either the AMC Group, the MSG Group or the Cablevision Group (each as defined below), unless you cease to be an employee by reason of (x) death, Disability (as defined below) or Retirement (as defined below) with your Employer's consent or (y) termination from your Employer for Cause (as defined below); provided, that for purposes of this Section 4(A), you shall be deemed to cease to be an employee of the AMC Group, the MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or Cablevision Group (each a "Member Company") to any Member Company which is not an Affiliate of the Member Company from which you have transferred;
- (B) three (3) years following the date upon which you are no longer employed by either the AMC Group, the MSG Group or the Cablevision Group, if such cessation is the result of death, Disability or Retirement; or
- (C) the date upon which your employment with your Employer is terminated for Cause.

Notwithstanding the first sentence of this Paragraph 4, in the event of your death during the period that your Options are exercisable, whether death occurs before or after you cease employment, the Options that are exercisable at the time of your death shall remain exercisable by your estate or beneficiary until the earlier of the third (3rd) anniversary of your death and the eleventh (11th) anniversary of the Grant Date.

For purposes of this Agreement, the "Cablevision Group" means Cablevision Systems Corporation and any of its subsidiaries and Affiliates, other than AMC Networks Inc. and The Madison Square Garden Company and their respective subsidiaries. The "AMC Group" means AMC Networks Inc. and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and The Madison Square Garden Company and their respective subsidiaries. The "MSG Group" means The Madison Square Garden Company and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and AMC Networks Inc. and their respective subsidiaries.

For purposes of this Agreement, "Cause" means, as determined by the compensation committee of your Employer, your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against your Employer or any of its Affiliates, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

For purposes of this Agreement, "Disability" means your inability to perform for six (6) continuous months substantially all the essential duties of your occupation, as determined by the compensation committee of your Employer.

For purposes of this Agreement, if you are employed by the Cablevision Group, your "Employer" means Cablevision Systems Corporation; if you are employed by the AMC Group, your "Employer" means AMC Networks Inc.; if you are employed by the MSG Group, your "Employer" means Madison Square Garden Inc.; and if you are employed by both the Cablevision Group and the MSG Group or the Cablevision Group and the AMC Group, as the case may be, your "Employer" in either case shall mean Cablevision Systems Corporation.

For purposes of this Agreement, "Retirement" means the voluntary termination by you of your employment with your Employer at such time as (i) you have attained at least the age of fifty-five (55) and (ii) you have been employed by the AMC Group, the MSG Group or the Cablevision Group for at least five (5) years in the aggregate, provided that your Employer, may nevertheless decide, in its sole discretion, not to treat your termination of employment as a "Retirement" hereunder. Treatment of your termination of employment as a "Retirement" hereunder shall be further subject to your execution (and the effectiveness) of a retirement agreement to your Employer's satisfaction, including, without limitation (to the extent desired by your Employer), non-compete, non-disparagement, non-solicitation, confidentiality and further cooperation obligations/restrictions on you as well as a general release by you of your Employer. The above definition of "Retirement" is solely for purposes of this Agreement and shall not, in any way, create or imply any obligations of the AMC Group, the MSG Group or the Cablevision Group (under any other agreement or otherwise) with respect to any such termination of your employment.

5. *Change of Control/Going Private Transaction.* As set forth in Appendix 1 attached hereto, the Options may be affected in the event of a Change of Control or a going private transaction (each as defined in Appendix 1 attached hereto).

6. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of exercising the Options and receiving shares of Class A Common Stock and cash. You hereby represent to the AMC Group, the MSG Group and the Cablevision Group that you are relying solely on such advisors and not on any statements or representations of the Company, The Madison Square Garden Company and Cablevision or any of their respective Affiliates or agents.

If, in connection with the exercise of the Options, your Employer is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 16 of the Plan.

7. *Section 409A.* It is the intent that payments under this Agreement are exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and that the Agreement be administered and interpreted accordingly. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan and this Section 7 of the Agreement, the provisions of Section 7 of this Agreement shall govern. Notwithstanding anything to the contrary contained in this Agreement, if and to

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

8. *Transfer Restrictions.* You may not transfer, assign, pledge or otherwise encumber the Options, other than to the extent provided in the Plan.

9. *Non-Qualification as ISO.* The Options are not intended to qualify as "incentive stock options" within the meaning of Section 422A of the Code.

10. *Securities Law Acknowledgments.* You hereby acknowledge and confirm to the AMC Group, MSG Group and the Cablevision Group that (i) you are aware that the shares of Class A Common Stock are publicly-traded securities and (ii) the shares of Class A Common Stock issuable upon exercise of the Options may not be sold or otherwise transferred unless such sale or transfer is registered under the Securities Act of 1933, as amended, and the securities laws of any applicable state or other jurisdiction, or is exempt from such registration.

11. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of New York.

12. *Jurisdiction and Venue.* You hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the Southern District and Eastern District of the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.

13. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver shares of Class A Common Stock, cash or other property under this Agreement to the extent that it does not constitute "non-qualified deferred compensation" pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or a subsidiary of the Company.

14. *The Committee.* For purposes of this Agreement, the term "Committee" means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.

15. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.

16. *Amendment.* The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Committee shall not make any amendment or revision in a manner unfavorable to you (other than if immaterial), without your consent. No consent shall be required for amendments made pursuant to Section 12 of the Plan, except that, for purposes of Section 19 of the Plan, Section 5 and Appendix 1 of this Agreement are deemed to be "terms of an Award Agreement expressly referring to an Adjustment Event." Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

17. *Options Subject to the Plan.* The Options granted by this Agreement are subject to the Plan.

18. *Entire Agreement.* Except for any employment agreement between you and the AMC Group, the MSG Group or the Cablevision Group in effect as of the Distribution Date (as such employment agreement may be modified, renewed or replaced, *provided* that such modification, renewal or replacement shall not extend the time any Options may be exercised or accelerate the vesting of any Options beyond the time provided herein or in such original employment agreement), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Options covered hereby and supersede all prior understandings and agreements. Except as provided in this Agreement, in the event of a conflict among the documents with respect to the terms and conditions of the Options covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.

19. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.

20. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

21. *Severability.* The terms or conditions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

22. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that all shares of Class A Common Stock and cash received upon each exercise of the Options shall be considered special incentive compensation and will be exempt from inclusion as "wages" or "salary" in pension, retirement, life insurance and other employee benefits arrangements of your Employer, except as determined otherwise by your Employer. In addition, each of your beneficiaries shall be deemed to be in

agreement that all such shares of Class A Common Stock and cash be exempt from inclusion in “wages” or “salary” for purposes of calculating benefits of any life insurance coverage sponsored by your Employer.

23. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the AMC Group, the MSG Group or the Cablevision Group, as applicable, or derogate from the right of the AMC Group, the MSG Group or the Cablevision Group, as applicable, to retire, request the resignation of, or discharge you, at any time, with or without cause.

24. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

25. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Distribution Date.

26. *Signatures.* Execution of this Agreement by the Company may be in the form of an electronic or similar signature and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: _____
Name:
Title:

By your electronic signature, you (i) acknowledge that a complete copy of the Plan and an executed original of this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

APPENDIX 1

TO

STOCK OPTION AWARD AGREEMENT

1. In the event of a "Change of Control" or a "going private transaction" with respect to the Company, as defined below, your entitlement to exercise the Options shall be as follows:

a. If the Company or the "Surviving Entity," as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, to the extent that the Options have not been exercised and have not expired (the "Outstanding Options"), no later than the effective date of the transaction which results in a Change of Control or going private transaction with respect to the Company either (A) convert your rights in the Outstanding Options into a right to receive an amount of cash equal to (i) the number of common shares subject or relating to the Outstanding Options multiplied by (ii) the excess of (x) the "offer price per share," the "acquisition price per share" or the "merger price per share," each as defined below, whichever of such amounts is applicable, over (y) the exercise price of the shares subject or relating to the Outstanding Options, or (B) arrange to have the Surviving Entity grant to you in substitution for your Outstanding Options an award of options for shares of common stock (or partnership units) of the Surviving Entity on the same terms with a value equivalent to the Outstanding Options and which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.

b. If the Company or the Surviving Entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall convert your rights in the Outstanding Options into a right to receive an amount of cash equal to the amount calculated as per Section 1(A) above.

c. The cash award provided in Section 1(a) or 1(b) shall become payable to you, and the substitute options of the Surviving Entity provided in Section 1(a) will become exercisable (1) with respect to the Outstanding Options that were not exercisable on the effective date of the Change of Control or going private transaction with respect to the Company, as the case may be, at the earlier of (a) the date on which the Outstanding Options would otherwise have become exercisable hereunder had they continued in effect, or (b) if immediately prior to termination you were an AMC Employee, the date on which (i) your employment with the AMC Group or the Surviving Entity is terminated by the AMC Group or the Surviving Entity other than for Cause, if such termination occurs within three (3) years of the Change of Control or going private transaction with respect to the Company, (ii) your employment with the AMC Group or the Surviving Entity is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the Change of Control or going private transaction with respect to the Company or (iii) your employment with the AMC Group or one of its subsidiaries or the Surviving Entity is terminated by you for any reason at least six (6) months, but not more than

nine (9) months after the effective date of the Change of Control or going private transaction with respect to the Company; provided that clause (iii) herein shall not apply in the event that your rights in the Outstanding Options are converted into a right to receive an amount of cash in accordance with Section 1(a), or (2) with respect to the Outstanding Options that were exercisable on the effective date of the Change of Control or going private transaction with respect to the Company, as the case may be, the substitute options shall become exercisable immediately and the cash awards shall become payable promptly. The amount payable in cash shall be payable together with interest from the effective date of the Change of Control or going private transaction with respect to the Company until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the Change of Control or going private transaction with respect to the Company, or (b) if the Company (or the Surviving Entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.

2. As used herein,

“Acquisition price per share” shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company’s voting power which gives rise to the Change of Control or going private transaction with respect to the Company, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction with respect to the Company.

“AMC Employee” means any individual who is employed by the AMC Group.

“Change of Control” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“Going private transaction” means a transaction involving the purchase of Company securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“Good reason” means

(i) without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Distribution Date) at any time after or within ninety (90) days prior to the Change of Control, including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

- (ii) any failure by your Employer to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by your Employer promptly after receipt of notice thereof given by you;
- (iii) your Employer's requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or
- (iv) any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Section 1.

"Merger price per share" shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in a Change of Control or going private transaction with respect to the Company (a "Merger"), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

"Offer price per share" shall mean, in the case of a tender offer or exchange offer which results in a Change of Control or going private transaction with respect to the Company (an "Offer"), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

"Surviving Entity," means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all of the Company's assets (as constituted immediately prior to such transaction). If any such entity is at least majority-owned, directly or indirectly, by any entity (a "parent entity") which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the Surviving Entity provided that it there shall be more than one such parent entity, the parent entity closest to ownership of the Company's assets shall be deemed to be the Surviving Entity.

Form Option Agreement

Vested Grant of Options and Rights — Award Agreement for Rights¹

¹ This form will be used for grants of Cablevision options and rights granted on the following dates: 5/31/00, 9/25/00, 2/14/02 and 6/25/03.

RIGHTS AGREEMENT

[Date]

Dear [Full Name]:

Pursuant to the applicable Cablevision Systems Corporation Employee Stock Plan, on [•] (the "Grant Date"), you were granted options to purchase shares of Cablevision Systems Corporation ("Cablevision"), and rights with respect to the same number of shares subject to the options. In conjunction with the spin-off of AMC Networks Inc. (the "Company") from Cablevision on [•] (the "Distribution Date"), and pursuant to the Company's 2011 Employee Stock Plan (the "Plan"), you are receiving the award described in this Agreement (the "Agreement") of Rights (the "Rights") with respect to [•] shares of AMC Networks Inc. Class A common stock (the "Class A Common Stock") at a price of \$ ____ per share.

Capitalized terms used but not defined in this Agreement have the meanings given to them in the Plan. The Rights are granted subject to the terms and conditions set forth below:

1. *Vesting.* The Rights are immediately exercisable.
 2. *Exercise.* You may exercise the Rights by giving written notice to the Secretary of the Company, or by following such procedures as established by the Company, specifying the number of shares to be exercised (the "Exercise Notice"), together with a copy of this letter.
 3. *Expiration.* Subject to the first paragraph following Section 3.(C) below, the Rights will terminate automatically and without further notice at the end of 10 years from the Grant Date (the "Rights Term"), or at any of the following dates, if earlier:
 - (A) one hundred and eighty (180) days following the date upon which you are no longer employed by either the AMC Group, the MSG Group or the Cablevision Group (each as defined below), unless you cease to be an employee by reason of death, Disability (as defined below) or Retirement (as defined below) with your Employer's consent; provided, that for purposes of this Section 3(A), you shall be deemed to cease to be an employee of the AMC Group, the MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or Cablevision Group (each a "Member Company") to any Member Company which is not an Affiliate of the Member Company from which you have transferred;
 - (B) three (3) years following the date upon which you are no longer employed by either the AMC Group, the MSG Group or the Cablevision Group, if
-

such cessation is the result of Disability or Retirement with your Employer's consent; or

(C) the date upon which your employment with your Employer is terminated for Cause.

Notwithstanding the foregoing, in the event of your death during the period that the Rights are exercisable, whether death occurs before or after you cease employment, all Rights that are exercisable at the time of your death shall remain exercisable by your estate or beneficiary until the first anniversary of your death, whether or not such first anniversary occurs prior to the expiration of ten years from the date hereof.

For purposes of this Agreement, the "Cablevision Group" means Cablevision Systems Corporation and any of its subsidiaries and Affiliates, other than AMC Networks Inc. and The Madison Square Garden Company and their respective subsidiaries. The "AMC Group" means AMC Networks Inc. and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and The Madison Square Garden Company, and their respective subsidiaries. The "MSG Group" means The Madison Square Garden Company and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and AMC Networks Inc.

For purposes of this Agreement, "Cause" means, as determined by the compensation committee of your Employer, your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against your Employer or any of its Affiliates, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

For purposes of this Agreement, "Disability" means your inability to perform for six (6) continuous months substantially all the essential duties of your occupation, as determined by the compensation committee of your Employer.

For purposes of this Agreement, if you are employed by the Cablevision Group, your "Employer" means Cablevision Systems Corporation; if you are employed by the AMC Group, your "Employer" means AMC Networks Inc.; if you are employed by the MSG Group, your "Employer" means The Madison Square Garden Company; and if you are employed by both the Cablevision Group and the MSG Group or the Cablevision Group and the AMC Group, as the case may be, your "Employer" in either case shall mean Cablevision Systems Corporation.

For purposes of this Agreement, "Retirement" means the voluntary termination by you of your employment with your Employer at such time as (i) you have attained at least the age of fifty-five (55) and (ii) you have been employed by the AMC Group, the MSG Group or the Cablevision Group for at least five (5) years in the aggregate, provided that your Employer, may nevertheless decide, in its sole discretion, not to treat your termination of employment as a "Retirement" hereunder. Treatment of your termination of employment as a "Retirement" hereunder shall be further subject to your execution (and the effectiveness) of a retirement agreement to your Employer's satisfaction, including, without limitation (to the extent desired by your Employer), non-compete, non-disparagement, non-solicitation, confidentiality and further

cooperation obligations/restrictions on you as well as a general release by you of your Employer. The above definition of "Retirement" is solely for purposes of this Agreement and shall not, in any way, create or imply any obligations of the AMC Group, the MSG Group or the Cablevision Group (under any other agreement or otherwise) with respect to any such termination of your employment.

4. *Change of Control/Going Private Transaction.* As set forth in Appendix 1 attached hereto, the Rights may be affected in the event of a Change of Control or going private transaction (each as defined in Appendix 1 attached hereto).

5. *Rights.* Upon exercise of the Rights, you will receive from the Company an amount in cash, equal to the result of multiplying (i) the excess of the Fair Market Value (as defined in the Plan) of one share of the underlying Class A Common Stock on the date the Rights are exercised over the per share exercise price, by (ii) the number of shares of Class A Common Stock with respect to which the Rights are exercised.

6. *Section 409A.* It is the intent that payments under this Agreement are exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and that the Agreement be administered accordingly. Notwithstanding anything to the contrary contained in this Agreement, if and to the extent that any payment or benefit under this Agreement is determined by your Employer to constitute "non-qualified deferred compensation" subject to Section 409A of the Code ("Section 409A") and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by your Employer), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death).

7. *Tax Representations and Tax Withholding.* If, in connection with the exercise of the Rights, the AMC Group, the MSG Group or the Cablevision Group is required to withhold any amounts by reason of any federal, state or local taxes, such withholding shall be in accordance with Section 16 of the Plan. You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of exercising the Rights and receiving cash. You hereby represent to the AMC Group, the MSG Group and the Cablevision Group that you are relying solely on such advisors and not on any statements or representations of the Company, Cablevision or any of their respective Affiliates or agents.

8. *Transfer Restrictions.* You may not transfer or assign the Rights, other than (i) by will or the laws of descent or distribution or (ii) to the extent specifically permitted by action of the Committee and communicated to you in writing, to a Permitted Transferee (as defined in the Plan).

9. The Rights granted by this letter are being issued pursuant and subject to the Plan, a copy of which has been furnished to you.

10. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of New York.

11. *Jurisdiction and Venue.* You hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the State of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.

12. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver cash under this Agreement to the extent that it does not constitute "non-qualified deferred compensation" pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or a subsidiary of the Company.

13. *The Committee.* For purposes of this Agreement, the term "Committee" means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.

14. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.

15. *Amendment.* The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Committee shall not make any amendment or revision in a manner unfavorable to you (other than if immaterial), without your consent. No consent shall be required for amendments made pursuant to Section 12 of the Plan, except that, for purposes of Section 19 of the Plan, Section 4 and Appendix 1 of this Agreement are deemed to be "terms of an Award Agreement expressly referring to an Adjustment Event." Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

16. *Entire Agreement.* Except for any employment agreement between you and the AMC Group, the MSG Group or the Cablevision Group in effect as of the date of the grant hereof (as such employment agreement may be modified, renewed or replaced, *provided that* such modification, renewal or replacement shall not extend the time any Rights may be exercised or accelerate the vesting of any Rights beyond the time provided herein or in such original employment agreement), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Rights covered hereby and supersede all prior understandings and agreements. In the event of a conflict among the documents with respect to the terms and conditions of the Rights covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.

17. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.

18. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

19. *Severability.* The terms or conditions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

20. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that all cash received upon each exercise of the Rights shall be considered special incentive compensation and will be exempt from inclusion as "wages" or "salary" in pension, retirement, life insurance and other employee benefits arrangements of your Employer, except as determined otherwise by your Employer. In addition, each of your beneficiaries shall be deemed to be in agreement that all such cash be exempt from inclusion in "wages" or "salary" for purposes of calculating benefits of any life insurance coverage sponsored by your Employer.

21. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the AMC Group, the MSG Group or the Cablevision Group, or derogate from the right of the AMC Group, the MSG Group or the Cablevision Group to retire, request the resignation of, or discharge you, at any time, with or without cause.

22. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

23. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Distribution Date.

24. Execution of this letter by the Company may be in the form of an electronic or similar signature and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: _____
Name: Joshua Sapan
Title: President and CEO

By your electronic signature, you acknowledge receipt of the Plan and of an executed original of this letter and agree to all of the terms set forth herein.

APPENDIX 1

TO

AWARD AGREEMENT

1. In the event of a "Change of Control" or a "going private transaction" with respect to the Company, as defined below, your entitlement to exercise the Rights shall be as follows:

a. If the Company or the "Surviving Entity," as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, to the extent that the Rights have not been exercised and have not expired (the "Outstanding Rights"), no later than the effective date of the transaction which results in a Change of Control or going private transaction with respect to the Company either (A) convert your rights in the Outstanding Rights into a right to receive an amount of cash equal to (i) the number of common shares subject or relating to the Outstanding Rights multiplied by (ii) the excess of (x) the "offer price per share," the "acquisition price per share" or the "merger price per share," each as defined below, whichever of such amounts is applicable, over (y) the exercise price of the shares subject or relating to the Outstanding Rights, or (B) arrange to have the Surviving Entity grant to you in substitution for your Outstanding Rights an award of rights with respect to shares of common stock (or partnership units) of the Surviving Entity on the same terms with a value equivalent to the Outstanding Rights and which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.

b. If the Company or the Surviving Entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall convert your rights in the Outstanding Rights into a right to receive an amount of cash equal to the amount calculated as per Section 1(A) above.

c. The cash award provided in Section 1(a) or 1(b) shall become payable to you, and the substitute rights of the Surviving Entity provided in Section 1(a) will become exercisable (1) with respect to the Outstanding Rights that were not exercisable on the effective date of the Change of Control or going private transaction with respect to the Company, as the case may be, at the earlier of (a) the date on which the Outstanding Rights would otherwise have become exercisable hereunder had they continued in effect, or (b) if immediately prior to termination you were a AMC Employee, the date on which (i) your employment with the AMC Group or the Surviving Entity is terminated by the AMC Group or the Surviving Entity other than for Cause, if such termination occurs within three (3) years of the Change of Control or going private transaction with respect to the Company, (ii) your employment with the AMC Group or the Surviving Entity is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the Change of Control or going private transaction with respect to the Company or (iii) your employment with the AMC Group or the Surviving Entity is terminated by you for any reason at least six (6) months, but not more than nine (9) months after

the effective date of the Change of Control or going private transaction with respect to the Company; provided that clause (iii) herein shall not apply in the event that your rights in the Outstanding Rights are converted into a right to receive an amount of cash in accordance with Section 1(a), or (2) with respect to the Outstanding Rights that were exercisable on the effective date of the Change of Control or going private transaction with respect to the Company, as the case may be, the substitute rights shall become exercisable immediately and the cash awards shall become payable promptly. The amount payable in cash shall be payable together with interest from the effective date of the Change of Control or going private transaction with respect to the Company until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the Change of Control or going private transaction with respect to the Company, or (b) if the Company (or the Surviving Entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.

2. As used herein,

“Acquisition price per share” shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company’s voting power which gives rise to the Change of Control or going private transaction with respect to the Company, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction with respect to the Company.

“Change of Control” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“Going private transaction” means a transaction involving the purchase of Company securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“Good reason” means

(i) without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Distribution Date) at any time after or within ninety (90) days prior to the Change of Control, including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

(ii) any failure by your employer to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied your Employer promptly after receipt of notice thereof given by you;

(iii) your employer's requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or

(iv) any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Section 1.

"Merger price per share" shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in a Change of Control or going private transaction with respect to the Company (a "Merger"), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

"AMC Employee" means any individual who is employed by the AMC Group.

"Offer price per share" shall mean, in the case of a tender offer or exchange offer which results in a Change of Control or going private transaction with respect to the Company (an "Offer"), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

"Surviving Entity," means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all of the Company's assets (as constituted immediately prior to such transaction). If any such entity is at least majority-owned, directly or indirectly, by any entity (a "parent entity") which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the Surviving Entity provided that it there shall be more than one such parent entity, the parent entity closest to ownership of the Company's assets shall be deemed to be the Surviving Entity.

Form Option Agreement

June 5, 2006 Grant

OPTION AGREEMENT

[Date]

Dear [Full Name]:

Pursuant to the Cablevision Systems Corporation 2006 Employee Stock Plan, on June 5, 2006 (the "Grant Date"), you were granted options to purchase shares of Cablevision Systems Corporation ("Cablevision"). In conjunction with the spin-off of AMC Networks Inc. (the "Company") from Cablevision on [*] (the "Distribution Date"), and pursuant to the Company's 2011 Employee Stock Plan (the "Plan"), you are receiving the award described in this Option Agreement (the "Agreement") of nonqualified stock options (the "Options") to purchase [*] shares of AMC Networks Inc. Class A common stock (the "Class A Common Stock") at a price of \$____ per share.

Capitalized terms used but not defined in this Agreement have the meanings given to them in the Plan. The Options are granted subject to the terms and conditions set forth below:

1. *Vesting.* The Options are immediately exercisable.

2. *Exercise.* You may exercise the Options by giving written notice to the Secretary of the Company, or by following such procedures as established by the Company, specifying the number of shares of Class A Common Stock as to which the Options are being exercised (the "Exercise Notice"), together with a copy of this Agreement. Unless the Company chooses to settle such exercise in cash, shares of Class A Common Stock, or a combination thereof pursuant to Paragraph 3, you will be required to deliver to the Company, or such person as the Company may designate, within such time period as the Company may require, payment in full of the exercise price due on account of such exercise. You may pay the exercise price by cash, by certified check, by surrendering shares of Class A Common Stock or by any combination thereof. Class A Common Stock used to pay the exercise price pursuant to this Paragraph 2 will be valued at the Fair Market Value as of the day preceding the date of exercise.

3. *Option Spread.* Upon receipt of the Exercise Notice, the Company may elect, in lieu of issuing shares of Class A Common Stock, to settle the exercise covered by such notice by paying you an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one (1) share of Class A Common Stock on the date of exercise over the per share exercise price of the Options (the "Option Spread") by (ii) the number of shares of Class A Common Stock specified in the Exercise Notice. The amount payable to you in these circumstances may be paid by the Company either in cash or in shares of Class A Common Stock having a Fair Market Value equal to the Option Spread, or a combination thereof, as the Company shall determine. Class A Common Stock used to pay the Option Spread pursuant to this Paragraph 3 will be valued at the Fair Market Value as of the day the Exercise Notice is received by the Company.

4. *Expiration.* The Options will terminate automatically and without further notice on the tenth (10th) anniversary of the Grant Date, or at any of the following dates, if earlier:

- (A) one hundred and eighty (180) days following the date upon which you are no longer employed by either the AMC Group, MSG Group or the Cablevision Group (each as defined below), unless you cease to be an employee by reason of (x) you terminating your employment for any reason, (y) death, Disability (as defined below) or Retirement (as defined below) with your Employer's consent or (z) termination from your Employer for Cause (as defined below); provided, that for purposes of this Section 4(A), you shall be deemed to cease to be an employee of the AMC Group, MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or Cablevision Group (each a "Member Company") to any Member Company which is not an Affiliate of the Member Company from which you have transferred;
- (B) ninety (90) days following the date upon which you are no longer employed by either the AMC Group, MSG Group or the Cablevision Group due to you terminating your employment for any reason; provided, that for purposes of this Section 4(B), you shall be deemed to cease to be an employee of any of the AMC Group, MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or Cablevision Group to any Member Company which is not an Affiliate of the Member Company from which you have transferred;
- (C) three (3) years following the date upon which you are no longer employed by the AMC Group, MSG Group or the Cablevision Group, if such cessation is the result of death, Disability or Retirement; or
- (D) the date upon which your employment with your Employer is terminated for Cause.

Notwithstanding the first sentence of this Paragraph 4, in the event of your death during the period that your Options are exercisable, whether death occurs before or after you cease employment, the Options that are exercisable at the time of your death shall remain exercisable by your estate or beneficiary until the earlier of the third (3rd) anniversary of your death and the eleventh (11th) anniversary of the Grant Date.

For purposes of this Agreement, the "Cablevision Group" means Cablevision Systems Corporation and any of its subsidiaries and Affiliates, other than AMC Networks Inc. and The Madison Square Garden Company and their respective subsidiaries. The "AMC Group" means AMC Networks Inc. and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and The Madison Square Garden Company and their respective subsidiaries. The "MSG Group" means The Madison Square Garden Company and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and AMC Networks Inc. and their respective subsidiaries.

For purposes of this Agreement, "Cause" means, as determined by the compensation committee of your Employer, your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against your Employer or any of its Affiliates, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

For purposes of this Agreement, "Disability," means your inability to perform for six (6) continuous months substantially all the essential duties of your occupation, as determined by the compensation committee of your Employer.

For purposes of this Agreement, if you are employed by the Cablevision Group, your "Employer" means Cablevision Systems Corporation; if you are employed by the AMC Group, your "Employer" means AMC Networks Inc.; if you are employed by the MSG Group, your "Employer" means Madison Square Garden Inc.; and if you are employed by both the Cablevision Group and the MSG Group or the Cablevision Group and the AMC Group, as the case may be, your "Employer" in either case shall mean Cablevision Systems Corporation.

For purposes of this Agreement, "Retirement" means the voluntary termination by you of your employment with your Employer at such time as (i) you have attained at least the age of fifty-five (55) and (ii) you have been employed by the AMC Group, MSG Group or the Cablevision Group for at least five (5) years in the aggregate, provided that your Employer, may nevertheless decide, in its sole discretion, not to treat your termination of employment as a "Retirement" hereunder. Treatment of your termination of employment as a "Retirement" hereunder shall be further subject to your execution (and the effectiveness) of a retirement agreement to your Employer's satisfaction, including, without limitation (to the extent desired by your Employer), non-compete, non-disparagement, non-solicitation, confidentiality and further cooperation obligations/restrictions on you as well as a general release by you of your Employer. The above definition of "Retirement" is solely for purposes of this Agreement and shall not, in any way, create or imply any obligations of the AMC Group, MSG Group or the Cablevision Group (under any other agreement or otherwise) with respect to any such termination of your employment.

5. *Change of Control/Going Private Transaction.* As set forth in Appendix 1 attached hereto, the Options may be affected in the event of a Change of Control or a going private transaction (each as defined in Appendix 1 attached hereto).

6. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of exercising the Options and receiving shares of Class A Common Stock and cash. You hereby represent to the AMC Group, MSG Group and the Cablevision Group that you are relying solely on such advisors and not on any statements or representations of the Company, The Madison Square Garden Company or Cablevision or any of their respective Affiliates or agents.

If, in connection with the exercise of the Options, your Employer is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 16 of the Plan.

7. *Section 409A.* It is the intent that payments under this Agreement are exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and that the Agreement be administered and interpreted accordingly. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan and this Section 7 of the Agreement, the provisions of Section 7 of this Agreement shall govern. Notwithstanding anything to the contrary contained in this Agreement, if and to the extent that any payment or benefit under this Agreement is determined by your Employer to constitute “non-qualified deferred compensation” subject to Section 409A of the Code (“Section 409A”) and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a “separation from service” as defined for purposes of Section 409A under applicable regulations and (b) if you are a “specified employee” (within the meaning of Section 409A and as determined by your Employer), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid in respect of the six month period specified in the preceding sentence will be paid to you in a lump sum after the expiration of such six month period. Any such payment or benefit shall be treated as a separate payment for purposes of Section 409A to the extent Section 409A applies to such payments.

8. *Transfer Restrictions.* You may not transfer, assign, pledge or otherwise encumber the Options, other than to the extent provided in the Plan.

9. *Non-Qualification as ISO.* The Options are not intended to qualify as “incentive stock options” within the meaning of Section 422A of the Code.

10. *Securities Law Acknowledgments.* You hereby acknowledge and confirm to the AMC Group, MSG Group and the Cablevision Group that (i) you are aware that the shares of Class A Common Stock are publicly-traded securities and (ii) the shares of Class A Common Stock issuable upon exercise of the Options may not be sold or otherwise transferred unless such sale or transfer is registered under the Securities Act of 1933, as amended, and the securities laws of any applicable state or other jurisdiction, or is exempt from such registration.

11. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of New York.

12. *Jurisdiction and Venue.* You hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the Southern District and Eastern District of the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.

13. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver shares of Class A Common Stock, cash or other property under this Agreement to the extent that it does not constitute “non-qualified deferred

compensation” pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or a subsidiary of the Company.

14. *The Committee.* For purposes of this Agreement, the term “Committee” means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.

15. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.

16. *Amendment.* The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Committee shall not make any amendment or revision in a manner unfavorable to you (other than if immaterial), without your consent. No consent shall be required for amendments made pursuant to Section 12 of the Plan, except that, for purposes of Section 19 of the Plan, Section 5 and Appendix 1 of this Agreement are deemed to be “terms of an Award Agreement expressly referring to an Adjustment Event.” Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

17. *Options Subject to the Plan.* The Options granted by this Agreement are subject to the Plan.

18. *Entire Agreement.* Except for any employment agreement between you and the AMC Group, MSG Group or the Cablevision Group in effect as of the Distribution Date (as such employment agreement may be modified, renewed or replaced, *provided* that such modification, renewal or replacement shall not extend the time any Options may be exercised or accelerate the vesting of any Options beyond the time provided herein or in such original employment agreement), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Options covered hereby and supersede all prior understandings and agreements. Except as provided in this Agreement, in the event of a conflict among the documents with respect to the terms and conditions of the Options covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.

19. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.

20. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

21. *Severability.* The terms and conditions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

22. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that all shares of Class A Common Stock and cash received upon each exercise of the Options shall be considered special incentive compensation and will be exempt from inclusion as “wages” or “salary” in pension, retirement, life insurance and other employee benefits arrangements of your Employer, except as determined otherwise by your Employer. In addition, each of your beneficiaries shall be deemed to be in agreement that all such shares of Class A Common Stock and cash be exempt from inclusion in “wages” or “salary” for purposes of calculating benefits of any life insurance coverage sponsored by your Employer.

23. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the AMC Group, MSG Group or the Cablevision Group, as applicable, or derogate from the right of the AMC Group, MSG Group or the Cablevision Group, as applicable, to retire, request the resignation of, or discharge you, at any time, with or without cause.

24. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

25. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Distribution Date.

26. *Signatures.* Execution of this Agreement by the Company may be in the form of an electronic or similar signature and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: _____
Name:
Title:

By your electronic signature, you (i) acknowledge that a complete copy of the Plan and an executed original of this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

APPENDIX 1

TO

STOCK OPTION AWARD AGREEMENT

1. In the event of a "Change of Control" or a "going private transaction" with respect to the Company, as defined below, your entitlement to exercise the Options shall be as follows:

a. If the Company or the "Surviving Entity," as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, to the extent that the Options have not been exercised and have not expired (the "Outstanding Options"), no later than the effective date of the transaction which results in a Change of Control or going private transaction with respect to the Company either (A) convert your rights in the Outstanding Options into a right to receive an amount of cash equal to (i) the number of common shares subject or relating to the Outstanding Options multiplied by (ii) the excess of (x) the "offer price per share," the "acquisition price per share" or the "merger price per share," each as defined below, whichever of such amounts is applicable, over (y) the exercise price of the shares subject or relating to the Outstanding Options, or (B) arrange to have the Surviving Entity grant to you in substitution for your Outstanding Options an award of options for shares of common stock (or partnership units) of the Surviving Entity on the same terms with a value equivalent to the Outstanding Options and which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.

b. If the Company or the Surviving Entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall convert your rights in the Outstanding Options into a right to receive an amount of cash equal to the amount calculated as per Section 1(A) above.

c. The cash award provided in Section 1(a) or 1(b) shall become payable to you, and the substitute options of the Surviving Entity provided in Section 1(a) will become exercisable (1) with respect to the Outstanding Options that were not exercisable on the effective date of the Change of Control or going private transaction with respect to the Company, as the case may be, at the earlier of (a) the date on which the Outstanding Options would otherwise have become exercisable hereunder had they continued in effect, or (b) if immediately prior to termination you were an AMC Employee, the date on which (i) your employment with the AMC Group or the Surviving Entity is terminated by the AMC Group or the Surviving Entity other than for Cause, if such termination occurs within three (3) years of the Change of Control or going private transaction with respect to the Company, (ii) your employment with the AMC Group or the Surviving Entity is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the Change of Control or going private transaction with respect to the Company or (iii) your employment with the AMC Group or the Surviving Entity is terminated by you for any reason at least six (6) months, but not more than nine (9) months after

the effective date of the Change of Control or going private transaction with respect to the Company; provided that clause (iii) herein shall not apply in the event that your rights in the Outstanding Options are converted into a right to receive an amount of cash in accordance with Section 1(a), or (2) with respect to the Outstanding Options that were exercisable on the effective date of the Change of Control or going private transaction with respect to the Company, as the case may be, the substitute options shall become exercisable immediately and the cash awards shall become payable promptly. The amount payable in cash shall be payable together with interest from the effective date of the Change of Control or going private transaction with respect to the Company until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the Change of Control or going private transaction with respect to the Company, or (b) if the Company (or the Surviving Entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.

2. As used herein,

“Acquisition price per share” shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company’s voting power which gives rise to the Change of Control or going private transaction with respect to the Company, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction with respect to the Company.

“AMC Employee” means any individual who is employed by the AMC Group.

“Change of Control” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“Going private transaction” means a transaction involving the purchase of Company securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“Good reason” means

(i) without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Distribution Date) at any time after or within ninety (90) days prior to the Change of Control, including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

- (ii) any failure by your Employer to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by your Employer promptly after receipt of notice thereof given by you;
- (iii) your Employer's requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or
- (iv) any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Section 1.

"Merger price per share" shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in a Change of Control or going private transaction with respect to the Company (a "Merger"), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

"Offer price per share" shall mean, in the case of a tender offer or exchange offer which results in a Change of Control or going private transaction with respect to the Company (an "Offer"), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

"Surviving Entity," means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all of the Company's assets (as constituted immediately prior to such transaction). If any such entity is at least majority-owned, directly or indirectly, by any entity (a "parent entity") which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the Surviving Entity provided that it there shall be more than one such parent entity, the parent entity closest to ownership of the Company's assets shall be deemed to be the Surviving Entity.

Form Option Agreement

January 20, 2009 Grant

OPTION AGREEMENT

[Date]

Dear [Full Name]:

Pursuant to the Cablevision Systems Corporation 2006 Employee Stock Plan, on January 20, 2009 (the "Grant Date"), you were granted options to purchase shares of Cablevision Systems Corporation ("Cablevision"). In conjunction with the spin-off of AMC Networks Inc. (the "Company") from Cablevision on [*] (the "Distribution Date"), and pursuant to the Company's 2011 Employee Stock Plan (the "Plan"), you are receiving the award described in this Option Agreement (the "Agreement") of nonqualified stock options (the "Options") to purchase [*] shares of AMC Networks Inc. Class A common stock (the "Class A Common Stock") at a price of \$____ per share.

Capitalized terms used but not defined in this Agreement have the meanings given to them in the Plan. The Options are granted subject to the terms and conditions set forth below:

- 1. Vesting.* If you remain in the continuous employ of the AMC Group, MSG Group or the Cablevision Group (each as defined below), the Options will become exercisable on January 20, [2012/2013/2014]; provided that you will forfeit any unvested Options if you transfer from the AMC Group, MSG Group or the Cablevision Group (each a "Member Company") to any Member Company which is not an Affiliate of the Member Company from which you have transferred.
 - 2. Exercise.* You may exercise the Options that become vested and exercisable by giving written notice to the Secretary of the Company, or by following such procedures as established by the Company, specifying the number of shares of Class A Common Stock as to which the Options are being exercised (the "Exercise Notice"), together with a copy of this Agreement. Unless the Company chooses to settle such exercise in cash, shares of Class A Common Stock, or a combination thereof pursuant to Paragraph 3, you will be required to deliver to the Company, or such person as the Company may designate, within such time period as the Company may require, payment in full of the exercise price due on account of such exercise. You may pay the exercise price by cash, by certified check, by surrendering shares of Class A Common Stock or by any combination thereof. Class A Common Stock used to pay the exercise price pursuant to this Paragraph 2 will be valued at the Fair Market Value as of the day preceding the date of exercise.
 - 3. Option Spread.* Upon receipt of the Exercise Notice, the Company may elect, in lieu of issuing shares of Class A Common Stock, to settle the exercise covered by such notice by paying you an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one (1) share of Class A Common Stock on the date of exercise over the per share exercise price of the Options (the "Option Spread") by (ii) the number of shares of Class A Common Stock specified in the Exercise Notice. The amount payable to you in these circumstances may be paid by the Company either in cash or in shares of Class A Common
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Stock having a Fair Market Value equal to the Option Spread, or a combination thereof, as the Company shall determine. Class A Common Stock used to pay the Option Spread pursuant to this Paragraph 3 will be valued at the Fair Market Value as of the day the Exercise Notice is received by the Company.

4. *Expiration.* The Options will terminate automatically and without further notice on the tenth (10th) anniversary of the Grant Date, or at any of the following dates, if earlier:

- (A) with respect to those Options which are then unexercisable, the date upon which you are no longer employed by either the AMC Group, MSG Group or the Cablevision Group, unless as a result of your death in which case all of your Options granted under this Agreement shall become immediately exercisable; provided, that for purposes of this Section 4(A), you shall be deemed to cease to be an employee of the AMC Group, MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or the Cablevision Group to any Member Company which is not an Affiliate of the Member Company from which you have transferred.
- (B) with respect to those Options which are then exercisable:
 - (i) one hundred and eighty (180) days following the date upon which you are no longer employed by the AMC Group, MSG Group or the Cablevision Group, unless you cease to be an employee by reason of (x) you terminating your employment for any reason, (y) death, Disability (as defined below) or Retirement (as defined below) with your Employer's consent or (z) termination from your Employer for Cause (as defined below);
 - (ii) ninety (90) days following the date upon which you are no longer employed by the AMC Group, MSG Group or the Cablevision Group due to you terminating your employment for any reason; provided, that for purposes of this Section 4(B)(ii), you shall be deemed to cease to be an employee of the AMC Group, MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or the Cablevision Group to any Member Company which is not an Affiliate of the Member Company from which you have transferred; and
 - (iii) three (3) years following the date upon which you are no longer employed by either the AMC Group, MSG Group or the Cablevision Group, if such cessation is the result of death, Disability or Retirement;
- (C) with respect to all your then outstanding Options, whether exercisable or unexercisable, the date upon which your employment with your Employer is terminated for Cause; or
- (D) with respect to those Options which are then unexercisable, you breach any of your obligations in relation to the retention of shares of Cablevision

contained in Section 5 of your Employment Agreement with Cablevision dated March 29, 2011.

Notwithstanding the first sentence of this Paragraph 4, in the event of your death during the period that your Options are exercisable, whether death occurs before or after you cease employment, the Options that are exercisable at the time of your death shall remain exercisable by your estate or beneficiary until the earlier of the third (3rd) anniversary of your death and the eleventh (11th) anniversary of the Grant Date.

For purposes of this Agreement, the "Cablevision Group" means Cablevision Systems Corporation and any of its subsidiaries and Affiliates, other than AMC Networks Inc. and The Madison Square Garden Company and their respective subsidiaries. The "AMC Group" means AMC Networks Inc. and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and The Madison Square Garden Company and their respective subsidiaries. The "MSG Group" means The Madison Square Garden Company and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and AMC Networks Inc. and their respective subsidiaries.

For purposes of this Agreement, "Cause" means, as determined by the compensation committee of your Employer, your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against your Employer or any of its Affiliates, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

For purposes of this Agreement, "Disability" means your inability to perform for six (6) continuous months substantially all the essential duties of your occupation, as determined by the compensation committee of your Employer.

For purposes of this Agreement, if you are employed by the Cablevision Group, your "Employer" means Cablevision Systems Corporation; if you are employed by the AMC Group, your "Employer" means AMC Networks Inc. and if you are employed by the MSG Group, your "Employer" means The Madison Square Garden Company.

For purposes of this Agreement, "Retirement" means the voluntary termination by you of your employment with your Employer at such time as (i) you have attained at least the age of fifty-five (55) and (ii) you have been employed by the AMC Group, MSG Group or the Cablevision Group for at least five (5) years in the aggregate, provided that your Employer, may nevertheless decide, in its sole discretion, not to treat your termination of employment as a "Retirement" hereunder. Treatment of your termination of employment as a "Retirement" hereunder shall be further subject to your execution (and the effectiveness) of a retirement agreement to your Employer's satisfaction, including, without limitation (to the extent desired by your Employer), non-compete, non-disparagement, non-solicitation, confidentiality and further cooperation obligations/restrictions on you as well as a general release by you of your Employer. The above definition of "Retirement" is solely for purposes of this Agreement and shall not, in any way, create or imply any obligations of the AMC Group, MSG Group or the Cablevision Group (under any other agreement or otherwise) with respect to any such termination of your employment.

5. *Change of Control/Going Private Transaction.* As set forth in Appendix 1 attached hereto, the Options may be affected in the event of a Cablevision Change of Control or going private transaction, an AMC Change of Control or going private transaction (each as defined in Appendix 1 attached hereto).

6. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of exercising the Options and receiving shares of Class A Common Stock and cash. You hereby represent to the AMC Group, MSG Group and the Cablevision Group that you are relying solely on such advisors and not on any statements or representations of the Company, The Madison Square Garden Company and Cablevision or any of their respective Affiliates or agents.

If, in connection with the exercise of the Options, your Employer is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 16 of the Plan.

7. *Section 409A.* It is the intent that payments under this Agreement are exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and that the Agreement be administered and interpreted accordingly. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan and this Section 7 of the Agreement, the provisions of Section 7 of this Agreement shall govern. Notwithstanding anything to the contrary contained in this Agreement, if and to the extent that any payment or benefit under this Agreement is determined by your Employer to constitute "non-qualified deferred compensation" subject to Section 409A of the Code ("Section 409A") and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by your Employer), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid in respect of the six month period specified in the preceding sentence will be paid to you in a lump sum after the expiration of such six month period. Any such payment or benefit shall be treated as a separate payment for purposes of Section 409A to the extent Section 409A applies to such payments.

8. *Transfer Restrictions.* You may not transfer, assign, pledge or otherwise encumber the Options, other than to the extent provided in the Plan.

9. *Non-Qualification as ISO.* The Options are not intended to qualify as "incentive stock options" within the meaning of Section 422A of the Code.

10. *Securities Law Acknowledgments.* You hereby acknowledge and confirm to the AMC Group, MSG Group and the Cablevision Group that (i) you are aware that the shares of Class A Common Stock are publicly-traded securities and (ii) the shares of Class A Common Stock issuable upon exercise of the Options may not be sold or otherwise transferred unless such

sale or transfer is registered under the Securities Act of 1933, as amended, and the securities laws of any applicable state or other jurisdiction, or is exempt from such registration.

11. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of New York.

12. *Jurisdiction and Venue.* You hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the Southern District and Eastern District of the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.

13. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver shares of Class A Common Stock, cash or other property under this Agreement to the extent that it does not constitute "non-qualified deferred compensation" pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or a subsidiary of the Company.

14. *The Committee.* For purposes of this Agreement, the term "Committee" means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.

15. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.

16. *Amendment.* The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Committee shall not make any amendment or revision in a manner unfavorable to you (other than if immaterial), without your consent. No consent shall be required for amendments made pursuant to Section 12 of the Plan, except that, for purposes of Section 19 of the Plan, Section 5 and Appendix 1 of this Agreement are deemed to be "terms of an Award Agreement expressly referring to an Adjustment Event." Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

17. *Options Subject to the Plan.* The Options granted by this Agreement are subject to the Plan.

18. *Entire Agreement.* Except for any employment agreement between you and the AMC Group, MSG Group or the Cablevision Group in effect as of the Distribution Date (as such employment agreement may be modified, renewed or replaced, provided that such modification, renewal or replacement shall not extend the time any Options may be exercised or accelerate the vesting of any Options beyond the time provided herein or in such original employment agreement), this Agreement and the Plan constitute the entire understanding and

agreement of you and the Company with respect to the Options covered hereby and supersede all prior understandings and agreements. Except as provided in this Agreement, in the event of a conflict among the documents with respect to the terms and conditions of the Options covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.

19. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.

20. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

21. *Severability.* The terms or conditions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

22. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that all shares of Class A Common Stock and cash received upon each exercise of the Options shall be considered special incentive compensation and will be exempt from inclusion as "wages" or "salary" in pension, retirement, life insurance and other employee benefits arrangements of your Employer, except as determined otherwise by your Employer. In addition, each of your beneficiaries shall be deemed to be in agreement that all such shares of Class A Common Stock and cash be exempt from inclusion in "wages" or "salary" for purposes of calculating benefits of any life insurance coverage sponsored by your Employer.

23. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the AMC Group, MSG Group or the Cablevision Group, or derogate from the right of the AMC Group, MSG Group or the Cablevision Group, to retire, request the resignation of, or discharge you, at any time, with or without cause.

24. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

25. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Distribution Date.

26. *Signatures.* Execution of this Agreement by the Company may be in the form of an electronic or similar signature and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: _____
Name:
Title:

By your electronic signature, you (i) acknowledge that a complete copy of the Plan and an executed original of this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

APPENDIX 1

TO

STOCK OPTION AWARD AGREEMENT

1. In the event of an "AMC Change of Control" or a "going private transaction" with respect to the Company, as defined below, your entitlement to exercise the Options shall be as follows:

a. If the Company or the "AMC Surviving Entity," as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, to the extent that the Options have not been exercised and have not expired (the "Outstanding Options"), no later than the effective date of the transaction which results in a AMC Change of Control or going private transaction with respect to the Company either (A) convert your rights in the Outstanding Options into a right to receive an amount of cash equal to (i) the number of common shares subject or relating to the Outstanding Options multiplied by (ii) the excess of (x) the "offer price per share," the "acquisition price per share" or the "merger price per share," each as defined below, whichever of such amounts is applicable, over (y) the exercise price of the shares subject or relating to the Outstanding Options, or (B) arrange to have the AMC Surviving Entity grant to you in substitution for your Outstanding Options an award of options for shares of common stock (or partnership units) of the AMC Surviving Entity on the same terms with a value equivalent to the Outstanding Options and which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.

b. If the Company or the AMC Surviving Entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall convert your rights in the Outstanding Options into a right to receive an amount of cash equal to the amount calculated as per Section 1(A) above.

c. The cash award provided in Section 1(a) or 1(b) shall become payable to you, and the substitute options of the AMC Surviving Entity provided in Section 1(a) will become exercisable (1) with respect to the Outstanding Options that were not exercisable on the effective date of the AMC Change of Control or going private transaction with respect to the Company, as the case may be, at the earlier of (a) the date on which the Outstanding Options would otherwise have become exercisable hereunder had they continued in effect, or (b) if immediately prior to termination you were an AMC Employee, the date on which (i) your employment with the AMC Group or the AMC Surviving Entity is terminated by the AMC Group or the AMC Surviving Entity other than for Cause, if such termination occurs within three (3) years of the AMC Change of Control or going private transaction with respect to the Company, (ii) your employment with the AMC Group or the AMC Surviving Entity is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the AMC Change of Control or going private transaction with respect to the Company or (iii) your employment with the AMC Group

or the AMC Surviving Entity is terminated by you for any reason at least six (6) months, but not more than nine (9) months after the effective date of the AMC Change of Control or going private transaction with respect to the Company; provided that clause (iii) herein shall not apply in the event that your rights in the Outstanding Options are converted into a right to receive an amount of cash in accordance with Section 1(a), or (2) with respect to the Outstanding Options that were exercisable on the effective date of the AMC Change of Control or going private transaction with respect to the Company, as the case may be, the substitute options shall become exercisable immediately and the cash awards shall become payable promptly. The amount payable in cash shall be payable together with interest from the effective date of the AMC Change of Control or going private transaction with respect to the Company until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the AMC Change of Control or going private transaction with respect to the Company, or (b) if the Company (or the AMC Surviving Entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.

2. In the event of a "Cablevision Change of Control" a "going private transaction" with respect to Cablevision, as defined below, and if immediately prior to such Cablevision Change of Control or going private transaction you were a Cablevision Employee, your entitlement to exercise the Options shall be as follows:

Your Options will become exercisable with respect to the Outstanding Options that were not exercisable on the effective date of the Cablevision Change of Control or going private transaction with respect to Cablevision, as the case may be, at the earlier of (a) the date on which the Outstanding Options would otherwise have become exercisable hereunder had they continued in effect, or (b) the date on which (i) your employment with the Cablevision Group, or the Cablevision Surviving Entity is terminated by the Cablevision Group or the Cablevision Surviving Entity, as applicable, other than for Cause, if such termination occurs within three (3) years of the Cablevision Change of Control or going private transaction with respect to Cablevision, (ii) your employment with the Cablevision Group or the Cablevision Surviving Entity, as applicable, is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the Cablevision Change of Control or going private transaction with respect to Cablevision or (iii) your employment with the Cablevision Group or the Cablevision Surviving Entity is terminated by you for any reason at least six (6) months, but not more than nine (9) months after the effective date of the Cablevision Change of Control or going private transaction with respect to Cablevision.

3. As used herein,

"Acquisition price per share" shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company's voting power which gives rise to the MSG Change of Control or going private transaction with respect to the Company, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such MSG Change of Control or going private transaction with respect to the Company.

"AMC Change of Control" means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate

family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“AMC Employee” means any individual who is employed by the AMC Group.

“AMC Surviving Entity” means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all of the Company’s assets (as constituted immediately prior to such transaction). If any such entity is at least majority-owned, directly or indirectly, by any entity (a “parent entity”) which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the AMC Surviving Entity provided that if there shall be more than one such parent entity, the parent entity closest to ownership of the Company’s assets shall be deemed to be the AMC Surviving Entity.

“Cablevision Change of Control” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by Cablevision, of (1) the power to direct the management of substantially all the cable television systems then owned by Cablevision in the New York City Metropolitan Area (as hereinafter defined) or (2) after any fiscal year of Cablevision in which all the systems referred to in clause (1) above shall have contributed in the aggregate less than a majority of the net revenues of Cablevision and its consolidated subsidiaries, the power to direct the management of Cablevision or substantially all its assets. For purposes of this definition, net revenues shall be determined by the independent accountants of Cablevision in accordance with generally accepted accounting principles consistently applied and certified by such accountants. “New York City Metropolitan Area” means all locations within the following counties: (i) New York, Richmond, Kings, Queens, Bronx, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Dutchess, and Ulster in New York State; (ii) Hudson, Bergen, Passaic, Sussex, Warren, Hunterdon, Somerset, Union, Morris, Middlesex, Mercer, Monmouth, Essex and Ocean in New Jersey; (iii) Pike in Pennsylvania; and (iv) Fairfield and New Haven in Connecticut.

“Cablevision Employee” means any individual who is employed by the Cablevision Group.

“Cablevision Surviving Entity” means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all the cable television systems owned directly or indirectly by Cablevision in the New York City Metropolitan Area prior to consummation of such transaction. If any such entity is at least majority-owned, directly or indirectly, by any entity (a “parent entity”) which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the Cablevision Surviving Entity provided that if there shall be more than one such parent entity, the parent entity closest to ownership of Cablevision’s cable television systems shall be deemed to be the Cablevision Surviving Entity. Ownership of “substantially all” of Cablevision’s New York City Metropolitan Area cable television systems

shall mean ownership, after consummation of such transaction (or series of related transactions), of an aggregate of at least eighty percent (80%) of the basic subscribers of all the cable television systems owned by Cablevision and its consolidated subsidiaries in the New York City Metropolitan Area prior to such transaction (or series of related transactions).

“Going private transaction” means a transaction involving the purchase of Company or Cablevision, as applicable, securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“Good reason” means

(i) without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Distribution Date) at any time after or within ninety (90) days prior to the AMC Change of Control or Cablevision Change of Control, as applicable, including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company or Cablevision, as applicable), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

(ii) any failure by your Employer to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by your Employer promptly after receipt of notice thereof given by you;

(iii) your Employer’s requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or

(iv) with respect to the Company only, any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Section 1, if applicable.

“Merger price per share” shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in an AMC Change of Control or going private transaction with respect to the Company (a “Merger”), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such AMC Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

“Offer price per share” shall mean, in the case of a tender offer or exchange offer which results in an AMC Change of Control or going private transaction with respect to the Company

(an "Offer"), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a AMC Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

Form Option Agreement

March 5, 2009 Grant

OPTION AGREEMENT

[Date]

Dear [Full Name]:

Pursuant to the Cablevision Systems Corporation 2006 Employee Stock Plan, on March 5, 2009 (the "Grant Date"), you were granted options to purchase shares of Cablevision Systems Corporation ("Cablevision"). In conjunction with the spin-off of AMC Networks Inc. (the "Company") from Cablevision on [*] (the "Distribution Date"), and pursuant to the Company's 2011 Employee Stock Plan (the "Plan"), you are receiving the award described in this Option Agreement (the "Agreement") of nonqualified stock options (the "Options") to purchase [*] shares of AMC Networks Inc. Class A common stock (the "Class A Common Stock") at a price of \$____ per share.

Capitalized terms used but not defined in this Agreement have the meanings given to them in the Plan. The Options are granted subject to the terms and conditions set forth below:

1. *Vesting.* If you remain in the continuous employ of the AMC Group, MSG Group or the Cablevision Group (each as defined below), the Options will become exercisable in accordance with the schedule below; provided that you will forfeit any unvested Options if you transfer from the AMC Group, MSG Group or Cablevision Group (each a "Member Company") to any Member Company which is not an Affiliate of the Member Company from which you have transferred:

Date	Percentage of Options Becoming Exercisable
March 5, 2010	33 1/3%
March 5, 2011	33 1/3%
March 5, 2012	33 1/3%

2. *Exercise.* You may exercise the Options that become vested and exercisable by giving written notice to the Secretary of the Company, or by following such procedures as established by the Company, specifying the number of shares of Class A Common Stock as to which the Options are being exercised (the "Exercise Notice"), together with a copy of this Agreement. Unless the Company chooses to settle such exercise in cash, shares of Class A Common Stock, or a combination thereof pursuant to Paragraph 3, you will be required to deliver to the Company, or such person as the Company may designate, within such time period as the Company may require, payment in full of the exercise price due on account of such exercise. You may pay the exercise price by cash, by certified check, by surrendering shares of Class A Common Stock or by any combination thereof. Class A Common Stock used to pay the exercise price pursuant to this Paragraph 2 will be valued at the Fair Market Value as of the day preceding the date of exercise.

3. *Option Spread.* Upon receipt of the Exercise Notice, the Company may elect, in lieu of issuing shares of Class A Common Stock, to settle the exercise covered by such notice by paying you an amount equal to the product obtained by multiplying (i) the excess of the Fair Market Value of one (1) share of Class A Common Stock on the date of exercise over the per share exercise price of the Options (the "Option Spread") by (ii) the number of shares of Class A Common Stock specified in the Exercise Notice. The amount payable to you in these circumstances may be paid by the Company either in cash or in shares of Class A Common Stock having a Fair Market Value equal to the Option Spread, or a combination thereof, as the Company shall determine. Class A Common Stock used to pay the Option Spread pursuant to this Paragraph 3 will be valued at the Fair Market Value as of the day the Exercise Notice is received by the Company.

4. *Expiration.* The Options will terminate automatically and without further notice on September 5, 2014, or at any of the following dates, if earlier:

- (A) with respect to those Options which are then unexercisable, the date upon which you are no longer employed by either the AMC Group, MSG Group or the Cablevision Group, unless as a result of your death in which case all of your Options granted under this Agreement shall become immediately exercisable; provided, that for purposes of this Section 4(A), you shall be deemed to cease to be an employee of the AMC Group, MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or Cablevision Group to any Member Company which is not an Affiliate of the Member Company from which you have transferred.
- (B) with respect to those Options which are then exercisable, ninety (90) days following the date upon which you are no longer employed by either the AMC Group, MSG Group or the Cablevision Group due to you terminating your employment for any reason (other than a termination by reason of your Disability or Retirement, or a termination by you in accordance with Section 1(b)(ii) or Section 1(b)(iii) of Appendix 1 to this Agreement); provided, that for purposes of this Section 4(B), you shall be deemed to cease to be an employee of the AMC Group, MSG Group or the Cablevision Group if you transfer from the AMC Group, MSG Group or Cablevision Group (each a "Member Company") to any Member Company which is not an Affiliate of the Member Company from which you have transferred; and
- (C) with respect to all your then outstanding Options, whether exercisable or unexercisable, the date upon which your employment with your Employer is terminated for Cause.

For the avoidance of doubt, Section 4(B) above shall not apply to any termination of your employment by the AMC Group, MSG Group or the Cablevision Group.

Notwithstanding the first sentence of this Paragraph 4, in the event of your death during the period that your Options are exercisable, whether death occurs before or after you

cease employment, the Options that are exercisable at the time of your death shall remain exercisable by your estate or beneficiary until the later of the first (1st) anniversary of your death and September 5, 2014.

For purposes of this Agreement, the "Cablevision Group" means Cablevision Systems Corporation and any of its subsidiaries and Affiliates, other than AMC Networks Inc. and The Madison Square Garden Company and their respective subsidiaries. The "AMC Group" means AMC Networks Inc. and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and The Madison Square Garden Company and their respective subsidiaries. The "MSG Group" means The Madison Square Garden Company and any of its subsidiaries and Affiliates, other than Cablevision Systems Corporation and AMC Networks Inc. and their respective subsidiaries.

For purposes of this Agreement, "Cause" means, as determined by the compensation committee of your Employer, your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against your Employer or any of its Affiliates, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

For purposes of this Agreement, "Disability" means your inability to perform for six (6) continuous months substantially all the essential duties of your occupation, as determined by the compensation committee of your Employer.

For purposes of this Agreement, if you are employed by the Cablevision Group, your "Employer" means Cablevision Systems Corporation; if you are employed by the AMC Group, your "Employer" means AMC Networks Inc.; if you are employed by the MSG Group, your "Employer" means Madison Square Garden Inc.; and if you are employed by both the Cablevision Group and the MSG Group or the Cablevision Group and the AMC Group, as the case may be, your "Employer" in either case shall mean Cablevision Systems Corporation.

For purposes of this Agreement, "Retirement" means the voluntary termination by you of your employment with your Employer at such time as (i) you have attained at least the age of fifty-five (55) and (ii) you have been employed by the AMC Group, MSG Group or the Cablevision Group for at least five (5) years in the aggregate, provided that your Employer, may nevertheless decide, in its sole discretion, not to treat your termination of employment as a "Retirement" hereunder. Treatment of your termination of employment as a "Retirement" hereunder shall be further subject to your execution (and the effectiveness) of a retirement agreement to your Employer's satisfaction, including, without limitation (to the extent desired by your Employer), non-compete, non-disparagement, non-solicitation, confidentiality and further cooperation obligations/restrictions on you as well as a general release by you of your Employer. The above definition of "Retirement" is solely for purposes of this Agreement and shall not, in any way, create or imply any obligations of the AMC Group, MSG Group or the Cablevision Group (under any other agreement or otherwise) with respect to any such termination of your employment.

5. *Change of Control/Going Private Transaction.* As set forth in Appendix 1 attached hereto, the Options may be affected in the event of a Cablevision Change of Control or going private transaction or an AMC Change in Control or going private transaction (each as defined in Appendix 1 attached hereto).

6. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of exercising the Options and receiving shares of Class A Common Stock and cash. You hereby represent to the AMC Group, MSG Group and the Cablevision Group that you are relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents.

If, in connection with the exercise of the Options, your Employer is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 16 of the Plan.

7. *Section 409A.* It is the intent that payments under this Agreement are exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and that the Agreement be administered accordingly. Notwithstanding anything to the contrary contained in this Agreement, if and to the extent that any payment or benefit under this Agreement is determined by your Employer to constitute "non-qualified deferred compensation" subject to Section 409A of the Code ("Section 409A") and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by your Employer), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death).

8. *Transfer Restrictions.* You may not transfer, assign, pledge or otherwise encumber the Options, other than to the extent provided in the Plan.

9. *Non-Qualification as ISO.* The Options are not intended to qualify as "incentive stock options" within the meaning of Section 422A of the Code.

10. *Securities Law Acknowledgments.* You hereby acknowledge and confirm to the AMC Group, MSG Group and the Cablevision Group that (i) you are aware that the shares of Class A Common Stock are publicly-traded securities and (ii) the shares of Class A Common Stock issuable upon exercise of the Options may not be sold or otherwise transferred unless such sale or transfer is registered under the Securities Act of 1933, as amended, and the securities laws of any applicable state or other jurisdiction, or is exempt from such registration.

11. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of New York.

12. *Jurisdiction and Venue.* You hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the Southern District and Eastern District of the State of New York in respect of the

interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.

13. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver shares of Class A Common Stock, cash or other property under this Agreement to the extent that it does not constitute "non-qualified deferred compensation" pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or a subsidiary of the Company.

14. *The Committee.* For purposes of this Agreement, the term "Committee" means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.

15. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.

16. *Amendment.* The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Committee shall not make any amendment or revision in a manner unfavorable to you (other than if immaterial), without your consent. No consent shall be required for amendments made pursuant to Section 12 of the Plan, except that, for purposes of Section 19 of the Plan, Section 5 and Appendix 1 of this Agreement are deemed to be "terms of an Award Agreement expressly referring to an Adjustment Event." Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

17. *Options Subject to the Plan.* The Options granted by this Agreement are subject to the Plan.

18. *Entire Agreement.* Except for any employment agreement between you and the AMC Group, MSG Group or the Cablevision Group in effect as of the date of the grant hereof (as such employment agreement may be modified, renewed or replaced, *provided* that such modification, renewal or replacement shall not extend the time any Options may be exercised or accelerate the vesting of any Options beyond the time provided herein or in such original employment agreement), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Options covered hereby and supersede all prior understandings and agreements. In the event of a conflict among the documents with respect to the terms and conditions of the Options covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement; *provided* that if you terminate your employment with the Company for the reason specified in clause (i) of the definition of "Good Reason" in the Definitions Annex to your employment agreement in effect as of the date hereof, then, notwithstanding anything to the contrary in such employment

agreement, any Options that are then unexercisable will immediately terminate in accordance with Section 4(A) of this Agreement.

19. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.

20. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

21. *Severability.* The terms or conditions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

22. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that all shares of Class A Common Stock and cash received upon each exercise of the Options shall be considered special incentive compensation and will be exempt from inclusion as "wages" or "salary" in pension, retirement, life insurance and other employee benefits arrangements of your Employer. In addition, each of your beneficiaries shall be deemed to be in agreement that all such shares of Class A Common Stock and cash be exempt from inclusion in "wages" or "salary" for purposes of calculating benefits of any life insurance coverage sponsored by your Employer.

23. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the AMC Group, MSG Group or the Cablevision Group, or derogate from the right of the AMC Group, MSG Group or the Cablevision Group, to retire, request the resignation of, or discharge you, at any time, with or without cause.

24. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

25. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Distribution Date.

26. *Signatures.* Execution of this Agreement by the Company may be in the form of an electronic or similar signature and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: _____
Name:
Title:

By your electronic signature, you (i) acknowledge that a complete copy of the Plan and an executed original of this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

APPENDIX 1

TO

STOCK OPTION AWARD AGREEMENT

1. In the event of an "AMC Change of Control" or a "going private transaction" with respect to the Company, as defined below, your entitlement to exercise the Options shall be as follows:

a. If the Company or the "AMC Surviving Entity," as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, to the extent that the Options have not been exercised and have not expired (the "Outstanding Options"), no later than the effective date of the transaction which results in a AMC Change of Control or going private transaction with respect to the Company either (A) convert your rights in the Outstanding Options into a right to receive an amount of cash equal to (i) the number of common shares subject or relating to the Outstanding Options multiplied by (ii) the excess of (x) the "offer price per share," the "acquisition price per share" or the "merger price per share," each as defined below, whichever of such amounts is applicable, over (y) the exercise price of the shares subject or relating to the Outstanding Options, or (B) arrange to have the AMC Surviving Entity grant to you in substitution for your Outstanding Options an award of options for shares of common stock (or partnership units) of the AMC Surviving Entity on the same terms with a value equivalent to the Outstanding Options and which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.

b. If the Company or the AMC Surviving Entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall convert your rights in the Outstanding Options into a right to receive an amount of cash equal to the amount calculated as per Section 1(A) above.

c. The cash award provided in Section 1(a) or 1(b) shall become payable to you, and the substitute options of the AMC Surviving Entity provided in Section 1(a) will become exercisable (1) with respect to the Outstanding Options that were not exercisable on the effective date of the AMC Change of Control or going private transaction with respect to the Company, as the case may be, at the earlier of (a) the date on which the Outstanding Options would otherwise have become exercisable hereunder had they continued in effect, or (b) if immediately prior to termination you were a AMC Employee, the date on which (i) your employment with the AMC Group or the AMC Surviving Entity is terminated by the AMC Group or the AMC Surviving Entity other than for Cause, if such termination occurs within three (3) years of the AMC Change of Control or going private transaction with respect to the Company, (ii) your employment with the AMC Group or the AMC Surviving Entity is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the AMC Change of Control or going private transaction with respect to the Company or (iii) your employment with the AMC Group

or the AMC Surviving Entity is terminated by you for any reason at least six (6) months, but not more than nine (9) months after the effective date of the AMC Change of Control or going private transaction with respect to the Company; provided that clause (iii) herein shall not apply in the event that your rights in the Outstanding Options are converted into a right to receive an amount of cash in accordance with Section 1(a), or (2) with respect to the Outstanding Options that were exercisable on the effective date of the AMC Change of Control or going private transaction with respect to the Company, as the case may be, the substitute options shall become exercisable immediately and the cash awards shall become payable promptly. The amount payable in cash shall be payable together with interest from the effective date of the AMC Change of Control or going private transaction with respect to the Company until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the AMC Change of Control or going private transaction with respect to the Company, or (b) if the Company (or the AMC Surviving Entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.

2. In the event of a "Cablevision Change of Control" a "going private transaction" with respect to Cablevision, as defined below, and if immediately prior to such Cablevision Change of Control or going private transaction you were a Cablevision Employee, your entitlement to exercise the Options shall be as follows:

Your Options will become exercisable with respect to the Outstanding Options that were not exercisable on the effective date of the Cablevision Change of Control or going private transaction with respect to Cablevision, as the case may be, at the earlier of (a) the date on which the Outstanding Options would otherwise have become exercisable hereunder had they continued in effect, or (b) the date on which (i) your employment with the Cablevision Group, or the Cablevision Surviving Entity is terminated by the Cablevision Group or the Cablevision Surviving Entity, as applicable, other than for Cause, if such termination occurs within three (3) years of the Cablevision Change of Control or going private transaction with respect to Cablevision, (ii) your employment with the Cablevision Group or the Cablevision Surviving Entity, as applicable, is terminated by you for "good reason," as defined below, if such termination occurs within three (3) years of the Cablevision Change of Control or going private transaction with respect to Cablevision or (iii) your employment with the Cablevision Group or the Cablevision Surviving Entity is terminated by you for any reason at least six (6) months, but not more than nine (9) months after the effective date of the Cablevision Change of Control or going private transaction with respect to Cablevision.

3. As used herein,

"Acquisition price per share" shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company's voting power which gives rise to the MSG Change of Control or going private transaction with respect to the Company, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such MSG Change of Control or going private transaction with respect to the Company.

"AMC Change of Control" means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate

family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“AMC Employee” means any individual who is employed by the AMC Group.

“AMC Surviving Entity” means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all of the Company’s assets (as constituted immediately prior to such transaction). If any such entity is at least majority-owned, directly or indirectly, by any entity (a “parent entity”) which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the AMC Surviving Entity provided that if there shall be more than one such parent entity, the parent entity closest to ownership of the Company’s assets shall be deemed to be the AMC Surviving Entity.

“Cablevision Change of Control” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by Cablevision, of (1) the power to direct the management of substantially all the cable television systems then owned by Cablevision in the New York City Metropolitan Area (as hereinafter defined) or (2) after any fiscal year of Cablevision in which all the systems referred to in clause (1) above shall have contributed in the aggregate less than a majority of the net revenues of Cablevision and its consolidated subsidiaries, the power to direct the management of Cablevision or substantially all its assets. For purposes of this definition, net revenues shall be determined by the independent accountants of Cablevision in accordance with generally accepted accounting principles consistently applied and certified by such accountants. “New York City Metropolitan Area” means all locations within the following counties: (i) New York, Richmond, Kings, Queens, Bronx, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam, Sullivan, Dutchess, and Ulster in New York State; (ii) Hudson, Bergen, Passaic, Sussex, Warren, Hunterdon, Somerset, Union, Morris, Middlesex, Mercer, Monmouth, Essex and Ocean in New Jersey; (iii) Pike in Pennsylvania; and (iv) Fairfield and New Haven in Connecticut.

“Cablevision Employee” means any individual who is employed by the Cablevision Group.

“Cablevision Surviving Entity” means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all the cable television systems owned directly or indirectly by Cablevision in the New York City Metropolitan Area prior to consummation of such transaction. If any such entity is at least majority-owned, directly or indirectly, by any entity (a “parent entity”) which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the Cablevision Surviving Entity provided that if there shall be more than one such parent entity, the parent entity closest to ownership of Cablevision’s cable television systems shall be deemed to be the Cablevision Surviving Entity. Ownership of “substantially all” of Cablevision’s New York City Metropolitan Area cable television systems

shall mean ownership, after consummation of such transaction (or series of related transactions), of an aggregate of at least eighty percent (80%) of the basic subscribers of all the cable television systems owned by Cablevision and its consolidated subsidiaries in the New York City Metropolitan Area prior to such transaction (or series of related transactions).

“Going private transaction” means a transaction involving the purchase of Company or Cablevision, as applicable, securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“Good reason” means

(i) without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Distribution Date) at any time after or within ninety (90) days prior to the AMC Change of Control or Cablevision Change of Control, as applicable, including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company or Cablevision, as applicable), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

(ii) any failure by your Employer to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by your Employer, promptly after receipt of notice thereof given by you;

(iii) your Employer’s requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or

(iv) with respect to the Company only, any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Section 1, if applicable.

“Merger price per share” shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in an AMC Change of Control or going private transaction with respect to the Company (a “Merger”), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such AMC Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

“Offer price per share” shall mean, in the case of a tender offer or exchange offer which results in an AMC Change of Control or going private transaction with respect to the Company

(an "Offer"), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a AMC Change of Control or going private transaction with respect to the Company. Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

NON-EMPLOYEE DIRECTOR AWARD AGREEMENT

[Date]

Dear [Full Name]:

Pursuant to the applicable Cablevision Systems Corporation Stock Plan for Non-Employee Directors, on [•] (the "Grant Date"), you were granted options to purchase shares of Cablevision Systems Corporation ("Cablevision"). In conjunction with the spin-off of AMC Networks Inc. (the "Company") from Cablevision on [•] (the "Distribution Date"), and pursuant to the Company's 2011 Stock Plan for Non-Employee Directors (the "Plan"), you are receiving the award described in this agreement (the "Agreement") of nonqualified stock options (the "Options") to purchase [•] shares of AMC Networks Inc. Class A common stock ("Shares") at a price of \$_____ per share. The Options are granted subject to the terms and conditions set forth below and in the Plan:

1. OPTIONS

1.1 You may exercise the Options at any time after the Distribution Date until the expiration of the Options pursuant to Paragraph 1.3 hereof, by giving written notice to the Company, or such person as the Company may designate, specifying the number of Options to be exercised (the "Exercise Notice"), together with a copy of this letter or by following such procedures as established by the Company.

1.2 Prior to the delivery of the Shares for which the Option is being exercised, you will be required to deliver to the Company, or such person as the Company may designate, the aggregate exercise price of all Shares pursuant to such exercise of the Option. Payment may be made by cash, a check payable to the order of the Company, or by the delivery of Shares duly endorsed over to the Company (which Shares shall be valued at their Fair Market Value as of the date preceding the day of such exercise), or combination of such methods of payment, which together amount to the full exercise price of the Shares purchased pursuant to the exercise of the Option.

1.3 All rights to exercise an Option shall expire ten years from the Grant Date provided, however, that upon the termination of your service as a member of Cablevision's Board of Directors for any reason, all rights to exercise an Option shall terminate upon the first to occur of (i) the third anniversary of the date of the termination of your service on Cablevision's Board of Directors and (ii) the expiration of ten years from the Grant Date. Notwithstanding the foregoing, in the event of your death while an Option is exercisable, the Option will remain exercisable by your estate or beneficiary only until the first anniversary of your date of death, and whether or not such first anniversary occurs prior to or following the expiration of ten years from the Grant Date or the third anniversary of the date of the termination of your service on Cablevision's Board of Directors.

2. The Options (or any rights and obligations thereunder) granted to you may not be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of, whether

voluntarily or involuntarily, other than by will or by the laws of descent and distribution, and all such Options (and any rights thereunder) shall be exercisable during your lifetime only by you or your legal representative. Notwithstanding the immediately preceding sentence, the Company may permit, under such terms and conditions that it deems appropriate in its sole discretion, you to transfer any Option to any person or entity that the Company so determines. Any assignment in violation of the provisions of this Section or Section 11 of the Plan shall be void.

3. It is the Company's intent that the Options granted comply in all respects with Rule 16b-3 of the Securities Exchange Act of 1934, as amended (the "Act"). All actions with respect to Options under the Plan shall be executed in accordance with the requirements of Section 16 of the Act, as amended, and any regulations promulgated thereunder. To the extent that any of the provisions contained herein do not conform with Rule 16b-3 of the Act or any amendments thereto or any successor regulation, then the Compensation Committee of the Company's Board of Directors may make such modifications so as to conform the Options granted thereunder to the Rule's requirements.

4. The Options are not "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, and cannot qualify for the special income tax benefits related to such options.

5. If Cablevision, the Company or any of their respective Affiliates, as applicable, shall be required to withhold any amounts by reason of any federal, state or local tax laws, rules or regulations in respect of the Options, you shall make available to Cablevision, the Company or any of their respective Affiliates, as applicable, promptly when requested, sufficient funds to meet the requirements of such withholding and Cablevision, the Company or any of their respective Affiliates, as applicable, shall be entitled to take and authorize such steps as it may deem advisable in order to have such funds available to Cablevision, the Company or any of their respective Affiliates, as applicable, out of any funds or property to become due to you.

6. The Options granted by this letter are being issued pursuant and subject to the Plan. Capitalized terms used herein without definition shall have the meanings given to such terms that are defined in the Plan.

AMC NETWORKS INC.

By: _____
Name: Joshua Sapan
Title: President and CEO

By your electronic signature, you acknowledge receipt of the Plan and of an executed original of this letter and agree to all of the terms set forth herein.

RESTRICTED SHARES AGREEMENT

[Full Name of Employee]

[Date]

Dear [First Name]:

Pursuant to the 2011 Employee Stock Plan (the "Plan") of AMC Networks Inc. (the "Company"), you will receive _____ restricted shares ("Restricted Shares") of AMC Networks Inc. Class A Common Stock, par value \$.01 per share ("Common Shares") effective as of [_____, 2011] in replacement of the restricted shares of Cablevision Systems Corporation Class A Common Stock, par value \$.01 per share, granted to you by the Compensation Committee of the Board of Directors of Cablevision Systems Corporation effective as of March 8, 2011 (the "Grant Date"), which restricted share grant (the "Cablevision Grant") has been canceled in all respects on _____, 2011.

Capitalized terms used but not defined in this agreement (this "Agreement") have the meanings given to them in the Plan. The Restricted Shares are subject to the terms and conditions set forth below:

1. *Vesting*. Subject to Sections 2 and 3, none of your Restricted Shares will vest and you will forfeit all of them if you do not remain continuously employed with the Company or one of its Affiliates from the Grant Date through the third anniversary of the Grant Date.
 2. *Accelerated Vesting in the Event of Death*. If your employment is terminated as a result of your death, all of the Restricted Shares will vest as of the termination date.
 3. *Change of Control/Going Private Transaction*. As set forth in Annex 1 attached hereto, your entitlement to Restricted Shares may be affected in the event of a Change of Control of the Company or a going private transaction (each as defined in Annex 1 attached hereto).
 4. *Transfer Restrictions*. You may not transfer, assign, pledge or otherwise encumber the Restricted Shares, other than to the extent provided in the Plan.
 5. *Right to Vote and Receive Dividends*. You have full voting rights with respect to the Restricted Shares. Unless the Compensation Committee of the Board of Directors of the Company (the "Committee") determines otherwise, all ordinary (as determined by the Committee in its sole discretion) cash dividends and distributions paid on your Restricted Shares will be retained by the Company for your account until your Restricted Shares vest and such dividends and distributions will be paid to you (without interest) when your Restricted Shares vest. Such dividends, to the extent retained, shall revert back to the Company if for any reason the Restricted Share upon which such dividends were paid reverts back to the Company.
 6. *Section 83(b) Election*. Because you did not make an election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code") in connection with the
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Cablevision Grant, you will not be able to make an election pursuant to Section 83(b) of the Code in connection with the grant of Restricted Shares under this Agreement.

7. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of receiving the Restricted Shares. You hereby represent to the Company that you are relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents.

If, in connection with the Restricted Shares, the Company is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 16 of the Plan.

8. *Section 409A.* It is the Company's intent that payments under this Agreement are exempt from Section 409A of the Code ("Section 409A"), and that the Agreement be administered accordingly. Notwithstanding anything to the contrary contained in this Agreement, if and to the extent that any payment or benefit under this Agreement is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to you by reason of termination of your employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death).

9. *Delivery.* Unless otherwise determined by the Committee, delivery of the Restricted Shares will be by book-entry credit to an account in your name that the Company has established at a custody agent (the "custodian"). The Company's transfer agent, Wells Fargo Bank, N.A., shall act as the custodian of the Restricted Shares; however, the Company may in its sole discretion appoint another custodian to replace Wells Fargo Bank, N.A. On the date your Restricted Shares vest, if you have complied with your obligations under this Agreement and provided that your tax obligations with respect to the vested Restricted Shares are appropriately satisfied, we will instruct the custodian to electronically transfer your Common Shares to a brokerage or other account on your behalf (or make such other arrangements for the delivery of the Common Shares to you as we reasonably determine).

10. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver shares of Class A Common Stock, cash or other property under this Agreement to the extent that it does not constitute "non-qualified deferred compensation" pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or any of its Affiliates.

11. *The Committee.* For purposes of this Agreement, the term "Committee" means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.

12. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.

13. *Amendment.* The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Committee shall not make any amendment or revision in a manner unfavorable to you (other than if immaterial), without your consent. No consent shall be required for amendments made pursuant to Section 12 of the Plan, except that, for purposes of Section 19 of the Plan, Section 3 and Annex 1 of this Agreement are deemed to be "terms of an Award Agreement expressly refer[ring] to an Adjustment Event." Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

14. *Restricted Shares Subject to the Plan.* The Restricted Shares covered by this Agreement are subject to the Plan.

15. *Entire Agreement.* Except for any employment agreement between you and the Company or any of its Affiliates in effect as of the date of the grant hereof (as such employment agreement may be modified, renewed or replaced), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Restricted Shares covered hereby and supersede all prior understandings and agreements. In the event of a conflict among the documents with respect to the terms and conditions of the Restricted Shares covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.

16. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.

17. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of New York.

18. *Jurisdiction and Venue.* You irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States located in the Southern District and Eastern District of the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You agree that the mailing of process or other papers in connection with any action or proceeding in any manner permitted by law shall be valid and sufficient service.

19. *Securities Law Acknowledgments.* You hereby acknowledge and confirm to the Company that (i) you are aware that the Common Shares are publicly-traded securities and (ii) Common Shares may not be sold or otherwise transferred unless such sale or transfer is registered under the Securities Act of 1933, as amended, and the securities laws of any applicable state or other jurisdiction, or is exempt from such registration.

20. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

21. *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

22. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that the Restricted Shares covered hereby shall be considered special incentive compensation and will be exempt from inclusion as "wages" or "salary" in pension, retirement, life insurance and other employee benefits arrangements of the Company and its Affiliates, except as determined otherwise by the Company. In addition, each of your beneficiaries shall be deemed to be in agreement that all such shares be exempt from inclusion in "wages" or "salary" for purposes of calculating benefits of any life insurance coverage sponsored by the Company or any of its Affiliates.

23. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the Company or any Affiliate, or derogate from the right of the Company or any Affiliate, as applicable, to retire, request the resignation of, or discharge you, at any time, with or without cause.

24. *Affiliates of the Company.* Notwithstanding Section 2(a) of the Plan, for purposes of Sections 1, 4, 10 and 15 and Annex 1 of this Agreement, "Affiliate" of the Company shall mean the direct and indirect subsidiaries of the Company.

25. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

26. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Grant Date.

27. *Signatures.* Execution of this Agreement by the Company may be in the form of an electronic or similar signature, and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: Joshua Sapan
President and CEO

By: _____

By your electronic signature, you (i) acknowledge that a complete copy of the Plan and the final execution version of this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

Annex 1
to
Restricted Shares Agreement

In the event of a "Change of Control" of the Company or a "going private transaction," as defined below, your entitlement to Restricted Shares shall be as follows:

1. If the Company or the "surviving entity," as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, no later than the effective date of the transaction which results in a Change of Control or going private transaction either (A) convert your unvested Restricted Shares into an amount of cash equal to (i) the number of your unvested Restricted Shares multiplied by (ii) the "offer price per share," the "acquisition price per share" or the "merger price per share," each as defined below, whichever of such amounts is applicable or (B) arrange to have the surviving entity grant to you an award of shares of common stock (or partnership units) of the surviving entity on the same terms and with a value equivalent to your unvested Restricted Shares which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.
2. If the Company or the surviving entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall convert your unvested Restricted Shares into an amount of cash equal to the amount calculated as per Paragraph 1(A) above.
3. The cash award provided in Paragraph 1 or 2 shall become payable to you at the earlier of (a) the date on which your Restricted Shares are scheduled to vest (provided that you remain continuously employed with the Company or one of its Affiliates through such date), or (b) the date on which your employment with the Company or the surviving entity is terminated (i) by the Company or the surviving entity other than for Cause, if such termination occurs within three (3) years of the Change of Control or going private transaction, (ii) by you for "good reason," as defined below, if such termination occurs within three (3) years of the Change of Control or going private transaction or (iii) by you for any reason at least six (6) months, but not more than nine (9) months after the effective date of the Change of Control or going private transaction; provided that clause (iii) herein shall not apply in the event that your rights in the Restricted Shares are converted into a right to receive an amount of cash in accordance with paragraph (A) of Section 1. The amount payable in cash shall be payable together with interest from the effective date of the Change of Control or going private transaction until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the Change of Control or going private transaction, or (b) if the Company (or the surviving entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.
4. As used herein,

"Change of Control" means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or

entities controlled by any of them) or any employee benefit plan sponsored or maintained by AMC Networks, of the power to direct the management of AMC Networks or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“*Surviving entity*” means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all the assets of the Company as constituted immediately prior to consummation of such transaction. If any such entity is at least majority-owned, directly or indirectly, by any entity (a “*parent entity*”) which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the surviving entity provided that if there shall be more than one such parent entity, the parent entity closest to ownership of substantially all the assets of the Company shall be deemed to be the surviving entity. If in connection with any transaction, a Change of Control or going private transaction occurs and no entity shall own, after consummation of such transaction, substantially all the assets of the Company as constituted immediately prior to consummation of such transaction, then, notwithstanding any other provision of this Paragraph 4 to the contrary, there shall not be deemed to be a surviving entity so that the provisions of Paragraph 1(B) shall not be applicable.

“*Going private transaction*” means a transaction involving the purchase of Company securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“*Good reason*” means

a. without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Grant Date) at any time after or within ninety (90) days prior to the Change of Control including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

b. any failure by the Company to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by the Company promptly after receipt of notice thereof given by you;

c. the Company’s requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or

d. any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Paragraph 1.

“*Offer price per share*” shall mean, in the case of a tender offer or exchange offer which results in a Change of Control or going private transaction (an “*Offer*”), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a Change of Control or going private transaction.

Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per Share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

“Merger price per share” shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in a Change of Control or going private transaction (a *“Merger”*), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

“Acquisition price per share” shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company’s voting power which gives rise to the Change of Control or going private transaction, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction.

PERFORMANCE AWARD AGREEMENT

[Full Name of Employee]

[Date]

Dear [First Name]:

Pursuant to the 2011 Cash Incentive Plan (the "Plan") of AMC Networks Inc. (the "Company"), you will receive a contingent cash award (the "Award") in replacement of the contingent cash award granted to you by the Compensation Committee of the Board of Directors of Cablevision Systems Corporation ("Cablevision") effective as of March 8, 2011 (the "Effective Date"), which contingent cash award has been canceled in all respects.

Capitalized terms used, but not defined, in this agreement (this "Agreement") have the meanings given to them in the Plan. The Award is subject to the terms and conditions set forth below:

- 1. Amount and Payment of Award.* In accordance with the terms of this Performance Award Agreement, the target amount of your contingent Award is \$ _____ (the "Target Award"), which may be increased or decreased to the extent the performance objectives set forth on Annex 1 hereto (the "Objectives") have been attained in respect of the period from January 1, 2013 through December 31, 2013 (the "Performance Period"). The Award, calculated in accordance with Annex 1 attached hereto, will become payable to you upon the date on which the Committee (as defined in Section 10 below) determines the Company's performance against the Objectives (the "Award Date") provided, that you have remained in the continuous employ of the Company or one of its Affiliates from the Effective Date through the Award Date.
 - 2. Termination of Employment.* If, on the Award Date, you are no longer employed by the Company or one of its Affiliates for any reason, other than as a result of your death, then you will automatically forfeit all of your rights and interest in the Award regardless of whether the Objectives are attained.
 - 3. Death.* If, prior to the end of the Performance Period, your employment with the Company or any of its Affiliates is terminated as a result of your death then your estate will receive, promptly (and in any event within 30 days) following the date of such termination, payment of the Target Award prorated for the number of completed months of your employment during the Performance Period prior to such termination. If after the end of the Performance Period but prior to the Award Date, your employment with the Company or any of its Affiliates is terminated as a result of your death then your estate will receive, on the date payment is made to active eligible employees of the Company, the Award, if any, to which you would have been entitled on the Award Date had your employment not been so terminated.
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4. *Going Private Transaction or Change in Control.*

a. **Going Private Transaction.** Notwithstanding anything to the contrary contained in this Agreement, if at any time a Going Private Transaction (as defined below) occurs and immediately prior to such transaction you are employed by the Company or one of its Affiliates, the Target Award shall become payable to you whether or not the Objectives have been attained at the earlier of (i) January 1, 2014, provided, that you remain in the continuous employ of the Company or one of its Affiliates from the Effective Date through such date or (ii) the date subsequent to the Going Private Transaction on which your employment with the Company or the surviving entity is terminated (A) by the Company or the surviving entity other than for Cause (as defined below) or (B) by you for Good Reason (as defined below). Notwithstanding the foregoing, if you become entitled to payment of the Target Award by virtue of a termination in accordance with (ii)(A) or (ii)(B) of this Section 4(a) and are determined by the Company to be a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A of the IRC"), the Target Award shall be paid to you on the earlier of: (i) January 1, 2014, (ii) the date that is six months from your date of employment termination and (iii) any other date on which such payment or any portion thereof would be a permissible distribution under Section 409A of the IRC. In the event of such a determination, the Company shall promptly following the date of your employment termination set aside such amount for your benefit in a "rabbi trust" that satisfies the requirements of Revenue Procedure 92-64, and on a monthly basis shall deposit into such trust interest in arrears (compounded quarterly at the rate provided below) until such time as such amount, together with all accrued interest thereon, is paid to you in full pursuant to the previous sentence); provided, that no payment will be made to such rabbi trust if it would be contrary to law or cause you to incur additional tax under Section 409A of the IRC. The initial interest rate shall be the average of the one-year LIBOR fixed rate equivalent for the ten business days prior to the date of your employment termination.

b. **Change in Control.** Notwithstanding anything to the contrary contained in this Agreement but subject to the subsections of this Section 4(b), if at any time a Change of Control (as defined below) of the Company occurs and immediately prior to such transaction you are employed by the Company or one of its Affiliates, you will be entitled to the payment of the Target Award whether or not the Objectives have been attained.

i. **If the actual Change of Control:**

(A) is a permissible distribution event under Section 409A of the IRC or payment of the Award promptly upon such event is otherwise permissible under Section 409A of the IRC (including, for the avoidance of doubt, by reason of the inapplicability of Section 409A of the IRC to the Award), then the Target Award shall be paid to you by the Company promptly following the Change of Control; or

(B) is not a permissible distribution event under Section 409A of the IRC and payment of the Award promptly upon such event is not otherwise permissible under Section 409A of the IRC, then the Target Award shall be paid to you by the Company (together with interest thereon pursuant to Section 4(b)(ii) below) on the earliest to occur of:

(1) any subsequent date on which you are no longer employed by the Company or any of its Affiliates for any reason other than termination of your employment by one of such entities for Cause (provided that if you are determined by the Company to be a "specified employee" within the meaning of Section 409A of the IRC, six months from such date);

(2) any other date on which such payment or any portion thereof would be a permissible distribution under Section 409A of the IRC; or

(3) January 1, 2014.

ii. Upon any Change of Control, to the extent any amounts are due to be paid to you at a later date pursuant to Section 4(b)(i)(B) above, the Company shall promptly following the Change of Control set aside such amount for your benefit in a "rabbi trust" that satisfies the requirements of Revenue Procedure 92-64, and on a monthly basis shall deposit into such trust interest in arrears (compounded quarterly at the rate provided below) until such time as such amount, together with all accrued interest thereon, is paid to you in full pursuant to Section 4(b)(i)(B) above); provided, that no payment will be made to such rabbi trust if it would be contrary to law or cause you to incur additional tax under Section 409A of the IRC. The initial interest rate shall be the average of the one-year LIBOR fixed rate equivalent for the ten business days prior to the date of the Change of Control and shall adjust annually based on the average of such rate for the ten business days prior to each anniversary of the Change of Control.

If and to the extent that any payment under this Section 4 is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A of the IRC and is payable to you by reason of your termination of employment, then such payment shall be made to you only upon a "separation from service" as defined for purposes of Section 409A of the IRC under applicable regulations.

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

For purposes of this Agreement, "Change of Control" means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

For purposes of this Agreement, "Going Private Transaction" means a transaction involving the purchase of Company securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

For purposes of this Agreement, "Good Reason" means: (a) without your express written consent any reduction in your base salary or bonus potential, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Effective Date) at any time after or within ninety (90) days prior to the Going Private Transaction including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties; (b) any failure by the Company to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by the Company promptly after receipt of notice thereof given by you; (c) the Company's requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to the Going Private Transaction except for travel reasonably required in the performance of your responsibilities; or (d) any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor.

5. *Termination.* Except for a right which has accrued to receive a payment on account of the Award, this Agreement shall automatically terminate and be of no further force and effect on the Award Date.

6. *Transfer Restrictions.* You may not transfer, assign, pledge or otherwise encumber the Award other than to the extent provided in the Plan.

7. *Unfunded Obligation.* The Plan will at all times be unfunded and, except as set forth in Section 4(b) of this Agreement, no provision will at any time be made with respect to segregating any assets of the Company or any of its Affiliates for payment of any benefits under the Plan, including, without limitation, those covered by this Agreement. Your right or that of your estate to receive payments under this Agreement shall be an unsecured claim against the general assets of the Company, including any rabbi trust established pursuant to Section 4(b). Neither you nor your estate shall have any rights in or against any specific assets of the Company other than the assets held by the rabbi trust established pursuant to Section 4(b).

8. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of receiving the Award. You hereby represent to the Company that you are relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents. If, in connection with the Award, the Company is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 8 of the Plan.

9. *Right of Offset.* You hereby agree that if the Company shall owe you any amount that does not constitute "non-qualified deferred compensation" pursuant to Section 409A of the IRC (the "Company-Owed Amount") under this Agreement, then the Company shall have the right to offset against the Company-Owed Amount, to the maximum extent permitted by law, any amounts that you may owe to the Company or its Affiliates of whatever nature.

10. *The Committee.* For purposes of this Agreement, the term "Committee" means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.
11. *Committee Discretion.* The Committee has full discretion with respect to any actions to be taken or determinations to be made in connection with this Agreement, and its determinations shall be final, binding and conclusive.
12. *Amendment.* The Committee reserves the right at any time and from time to time to amend or revise the terms and conditions set forth in this Agreement, except that the Committee may not make any such amendment or revision in a manner unfavorable to you (other than if immaterial) without your consent. Any amendment of this Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.
13. *Award Subject to the Plan.* The Award and all other amounts payable hereunder are subject to the Plan.
14. *Entire Agreement.* Except for any employment agreement between you and the Company or any of its Affiliates in effect as of the date of the grant hereof (as such employment agreement may be modified, renewed or replaced), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Award covered hereby and supersede all prior understandings and agreements. In the event of a conflict among the documents with respect to the terms and conditions of the Award covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.
15. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.
16. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of New York.
17. *Jurisdiction and Venue.* You irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States located in the Southern District and Eastern District of the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement and the Plan, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You agree that the mailing of process or other papers in connection with any action or proceeding in any manner permitted by law shall be valid and sufficient service.
18. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

19. *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.
20. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be considered in agreement that the Award shall be considered special incentive compensation and will be exempt from inclusion as “wages” or “salary” in pension, retirement, life insurance and other employee benefits arrangements of the Company and its Affiliates, except as determined otherwise by the Company. In addition, each of your beneficiaries shall be deemed to be in agreement that the Award shall be exempt from inclusion in “wages” or “salary” for purposes of calculating benefits of any life insurance coverage sponsored by the Company or any of its Affiliates.
21. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the Company or any Affiliate, or derogate from the right of the Company or any Affiliate, as applicable, to retire, request the resignation of, or discharge you, at any time, with or without cause.
22. *Affiliates of the Company.* Notwithstanding Section 2(a) of the Plan, for purposes of Sections 2, 3, 4 (other than the definition of “Cause” set forth in such Section), 5, 9 and 14 of this Agreement, “Affiliate” of the Company shall mean the direct and indirect subsidiaries of the Company.
23. *Section 409A.* It is the Company’s intent that payments under this Agreement be exempt from, or comply with, the requirements of Section 409A of the IRC, and that this Agreement be administered and interpreted accordingly. If and to the extent that any payment or benefit under this Agreement, or any plan or arrangement of the Company or its affiliates, is determined by the Company to constitute “non-qualified deferred compensation” subject to Section 409A of the IRC and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a “separation from service” as defined for purposes of Section 409A of the IRC under applicable regulations and (b) if you are a “specified employee” (within the meaning of Section 409A of the IRC and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid in respect of the six month period specified in the preceding sentence will be paid to you, together with interest on such delayed amount at the rate equal to the average of the one-year LIBOR fixed rate equivalent for the ten business days prior to the date of your separation from service (or your earlier death), in a lump sum after the expiration of such six month period. The Committee will determine the Company’s performance against the Objectives under Section 1 hereof during the calendar year immediately following the Performance Period. This Section 23 will also apply to all previous awards granted to you pursuant to the Plan.
24. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.
25. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Effective Date.

26. *Signatures.* Execution of this Agreement by the Company may be in the form of an electronic or similar signature, and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: _____
Joshua Sapan
President and CEO

By your signature, you (i) acknowledge that a complete copy of the Plan and an executed original of this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

Name:

Annex 1

AMC Networks Performance Objectives
(\$ in thousands)

<u>2010 Net Revenue</u>	<u>2013 Net Revenue Goal Target</u>	<u>Incremental Net Revenue</u>
\$1,107,325	\$ 1,473,675	\$ 366,350

<u>2010 Business Unit AOCF</u>	<u>2013 Business Unit AOCF Goal</u>	<u>Incremental Business Unit AOCF Target</u>
\$408,937	\$ 531,116	\$ 122,176

<u>Cumulative Business Unit Free Cash Flow Target</u>
\$1,199,916

Definitions. For purposes of this Annex 1 (as partially reflected in the chart above):

“2010 Net Revenue” is \$1,107,325.

“2010 Business Unit AOCF” is \$408,937.

“Net Revenue” means the Company’s consolidated net revenue, excluding inter-company eliminations.

“AOCF” means adjusted operating cash flow, as defined in the earnings release of Cablevision, dated February 16, 2011, but excluding the impact of this Award and all other performance-based long-term incentive awards.

“Incremental Net Revenue Target” is \$366,350.

“Incremental Business Unit AOCF Target” is \$122,176.

“Cumulative Business Unit Free Cash Flow Target” is \$1,199,916.

“Financial Target” means the Incremental Net Revenue Target, Incremental Business Unit AOCF Target or Cumulative Business Unit Free Cash Flow Target, as applicable.

“Business Unit AOCF” means the combined AOCF of the Company’s operating businesses.

“Business Unit Free Cash Flow” means the combined AOCF of the Company’s operating businesses, less the difference between cash payments for contractual rights and the amortization of such rights accounted for in AOCF.

“Incremental Net Revenue” shall equal the Company’s 2013 Net Revenue *minus* 2010 Net Revenue.

“Incremental Business Unit AOCF” shall equal the Company’s 2013 Business Unit AOCF *minus* 2010 Business Unit AOCF.

“Cumulative Business Unit Free Cash Flow” shall equal the sum of the Company’s Business Unit Free Cash Flow for fiscal years 2011, 2012 and 2013.

“Financial Performance” means Incremental Net Revenue, Incremental Business Unit AOCF or Cumulative Business Unit Free Cash Flow, as applicable.

Award Calculation. The amount of your Award, if any, that shall vest on the Award Date shall be determined by multiplying (a) the weighted average of: (i) a percentage resulting from the ratio of the Incremental Net Revenue to the Incremental Net Revenue Target, which shall account for 30% of your Award (the “Revenue Award”); (ii) a percentage resulting from the ratio of Incremental Business Unit AOCF to the Incremental Business Unit AOCF Target, which shall account for 50% of your Award; and (iii) a percentage resulting from the ratio of Cumulative Business Unit Free Cash Flow to the Cumulative Business Unit Free Cash Flow Target, which shall account for 20% of your Award; *times* (b) your Target Award. Achievement of Financial Performance in each award category higher or lower than the applicable Financial Target will result in a percentage increase or decrease in your award for such award category, based on a performance scale which has been approved by the Committee, up to a maximum of 200% in each category. Pursuant to such performance scale, no award will be payable (a) in the case of Net Revenue or Business Unit AOCF if Financial Performance is not equal to at least 60% of the applicable Financial Target, and (b) in the case of Business Unit Free Cash Flow, if Cumulative Business Unit Free Cash Flow is not equal to at least 87% of the Cumulative Business Unit Free Cash Flow Target. In calculating the percentages by which Financial Performance exceeded or fell below the Financial Targets (and the percentages for each award category to be added to or subtracted from the award for such category in determining the award to be earned) the Committee will round such percentages to the nearest tenth of a percent.

All amounts that do not so vest shall terminate automatically and without further notice upon the Payment Date. All dollar amounts set forth herein are expressed in thousands and all calculations of Awards payable hereunder will be based on rounding to the nearest thousand.

Adjustments/Determination. 2010 Net Revenue and 2010 Business Unit AOCF have been calculated as if the Company owned in 2010 the operating businesses directly or indirectly

owned by Rainbow Media Holdings LLC on the Effective Date. Cumulative Business Unit Free Cash Flow is based on the actual cumulative financial performance of the Company for the period from January 1, 2011 through December 31, 2013, calculated as if the Company owned the operating businesses which are included in the "Rainbow Media" section of the five-year plan referenced below for all of fiscal 2011. The Incremental Net Revenue Target, Incremental Business Unit AOCF Target and the Cumulative Business Unit Free Cash Flow Target are based on the Cablevision's forecasts of Rainbow Media's performance included in Cablevision's consolidated five-year plan presented to Cablevision's Board of Directors on December 16, 2010, as risk adjusted and presented to the Compensation Committee of the Board of Directors of Cablevision on March 22, 2011. The definitions, numbers and calculations described in this Annex 1 shall be modified by the Committee to neutralize the impact upon the Objectives of the following items, in each case to the extent not already contemplated by the five-year plan:

- acquisitions of businesses or planned acquisitions that are not completed (including costs for acquisitions that are not completed);

- dispositions of businesses or discontinued businesses, in each case in a manner that neutralizes the impact of the associated effects on corporate or other expenses that otherwise would have been allocated to such businesses;

- investments in new business ventures or initiatives not budgeted or forecasted (as opposed to over budget or forecast) in order to achieve new revenue opportunities or significantly improve existing revenue opportunities;

- accelerated investment in costs associated with the renewals of Mad Men;

- position eliminations or reductions-in-force occurring in 2013, which accelerate expense and, therefore, benefit future periods;

- disputes under or a termination of any affiliate agreement by distributors in connection with significant litigation (including any litigation settlements);

- the imposition of any new tax, fee or surcharge by any governmental or regulatory entity (other than those that would be billed or passed through to customers);

- changes in generally accepted accounting principles (GAAP) or in the application of GAAP different from what was assumed in the five-year plan, *provided* that adjustments will be made only to the extent the net cumulative impact of such changes results in a positive or negative variance of greater than \$2 million;

- impacts of spinoff from Cablevision, including but not limited to overhead costs, management fees, and public company expenses; and

- acts of God, terrorism or vandalism.

The Committee may also otherwise modify the Objectives in its discretion (but, with respect to "covered employees" subject to Section 162(m) of the Internal Revenue Code, such discretion will be limited to decreasing the amount of an Award otherwise payable to such employee).

No Awards shall be paid pursuant to the calculations described in this Annex 1 until the Committee makes a final determination of the amount of the Award in accordance with this Annex 1.

[Cablevision Letterhead]

June __, 2011

AMC Networks, Inc.
Rainbow Programming Holdings, LLC
11 Penn Plaza
New York, NY 10001

Gentlemen:

This letter agreement (this "Agreement") sets forth certain terms and conditions which have been agreed to by and between CSC Holdings LLC ("Cablevision"), AMC Networks Inc. ("AMC") and AMC's wholly-owned subsidiary, Rainbow Programming Holdings, LLC ("RPH"), with respect to the management and prosecution of the pending lawsuit (the "Litigation") entitled Voom HD Holdings LLC ("Voom") against EchoStar Satellite LLC, predecessor-in-interest to Dish Networks LLC ("EchoStar"), as follows:

1. **Effectiveness.** This Agreement shall be effective only from and after the completion of the anticipated separation of the businesses of AMC and its subsidiaries from the other businesses of Cablevision.
 2. **Management of Litigation.** AMC and RPH agree that Cablevision shall retain full control over all aspects of the day-to-day prosecution and management of the Litigation, including, but not limited to, the supervision and oversight of outside counsel and the making of all procedural and substantive decisions and the conduct of settlement discussions (subject to Section 3 below). Cablevision shall involve and consult with AMC and RPH with respect to the management of the Litigation and any settlement discussions.
 3. **Settlement.** Any decision to enter into a settlement of the Litigation shall be made jointly by the parties. AMC and RPH shall ensure that Voom does not enter into any settlement agreement with respect to the Litigation without the prior written consent of Cablevision.
 4. **Proceeds.** RPH and Cablevision shall share equally in the proceeds received by RPH from the execution upon a final judgment entered in, or a settlement of, the Litigation. RPH agrees, subject only to the requirements of Delaware law and the provisions of the Limited Liability Company Agreement of Voom, to cause a prompt distribution from Voom to its members of any such proceeds, and to promptly deliver 50% of the cash proceeds received by RPH to Cablevision. To the extent any such proceeds are received directly by RPH or AMC or any other subsidiary of AMC, rather than as a distribution from Voom, 50% of such amount shall be promptly delivered to Cablevision.
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To the extent that: (1) any proceeds are received by AMC, RPH or any other subsidiary of AMC in any form of consideration other than cash, the parties shall negotiate in good faith to agree upon a fair market value of the non-cash consideration; and/or (2) any affiliation agreement between EchoStar or any of its affiliates and any of AMC's networks (an "Affiliation Agreement") is entered into in connection with any settlement of the Litigation, the parties shall negotiate in good faith to determine what portion of the overall value of such Affiliation Agreement(s) is attributable to the settlement. In either case, the parties agree that: (i) Cablevision shall first receive its share of the total value of the settlement (including cash and non-cash consideration) from the cash consideration paid in the settlement, and shall only receive a portion of the non-cash consideration to the extent that the cash consideration paid in the settlement is less than Cablevision's share of the total value of the settlement, in which case such amounts will be paid to Cablevision in cash; and (ii) AMC shall pay any such amounts related to an Affiliation Agreement only as and when it actually receives the payments under such Affiliation Agreement(s) from EchoStar or its applicable affiliate. If the parties are unable to agree on such fair market value or the value of an Affiliation Agreement attributable to the settlement, as applicable, they shall discuss in good faith the establishment of a mediation or arbitration process to determine the fair market value.

5. **Expenses.** Any legal fees and expenses in excess of the currently budgeted amounts for the remainder of 2011, regardless of whether incurred in 2011 or at any time thereafter, shall be borne equally by AMC/RPH and Cablevision. Each party shall bear its own internal costs incurred in connection with the Litigation.

6. **Shared Privilege.** The parties recognize that legal and other professional services related to the Litigation have been and will be rendered for the benefit of each of the parties hereto and their respective affiliates and that each party hereto and its respective affiliates should be deemed to be the client for the purposes of asserting all privileges in connection with the Litigation which may be asserted under applicable law. The parties agree that they shall have a shared privilege with respect to the Litigation, with equal right to assert or waive the privilege. No party may waive any such privilege without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If a dispute arises between or among the parties or regarding whether a privilege should be waived to protect or advance the interest of any party, each party agrees that it shall negotiate in good faith and shall endeavor to minimize any prejudice to the rights of the other parties. Upon receipt by any party of any subpoena, discovery or other request which arguably calls for the production or disclosure of information subject to a shared privilege, such party shall promptly notify the other parties of the existence of the request and shall provide the other parties a reasonable opportunity to review the information and to assert any rights it or they may have under this Section 6 or otherwise to prevent the production or disclosure of such privileged information.

7. **Further Cooperation.** At the request of Cablevision, RPH shall cause Voom to execute and deliver any and all pleadings, filings, notices, letters or other documents required with respect to the Litigation and any agreed-upon settlement of the Litigation.

In addition, AMC and RPH shall cooperate fully in connection with the Litigation (including the defense of any counter-claims by EchoStar).

8. **General Provisions.** All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) to the applicable General Counsel and will be deemed given on the date on which such notice is received.

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all commitments and writings with respect to such subject matter that are of a date prior to the date of this Agreement. In the event of any inconsistency between this Agreement, this Agreement shall prevail.

This Agreement may not be modified or amended except by an agreement in writing signed by each of the parties.

This Agreement shall not be assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided that any party may assign this Agreement to a purchaser of all or substantially all of the properties and assets of such party so long as such purchaser (i) acquires and assumes all of the transferring party's rights and obligations in the Litigation and (ii) assumes all of the obligations of the transferring party hereunder. The provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

This Agreement is solely for the benefit of the parties and shall not be deemed to confer upon any other person any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

Each party shall keep secret and retain in the strictest confidence and shall not disclose to any third party any of the terms of this Agreement, except as required by law or legal process (including in connection with the Litigation) or to enforce its rights hereunder.

Please confirm your acceptance of and agreement to the foregoing by executing this Agreement in the space provided below and returning an executed copy to the undersigned.

Sincerely,

CSC HOLDINGS, LLC

By: _____
Name:
Title:

AGREED AND ACCEPTED:

AMC NETWORKS, INC.

By: _____
Name: Joshua W. Sapan
Title: President and Chief Executive Officer

RAINBOW PROGRAMMING HOLDINGS, LLC

By: _____
Name:
Title:

TERMINATION AGREEMENT

TERMINATION AGREEMENT, made as of the ____ day of June, 2011, among CSC Holdings, LLC a Delaware limited liability company ("CSC"), American Movie Classics Company LLC, a New York limited liability company ("AMCC") and WE: Women's Entertainment LLC, a Delaware limited liability company ("WE").

WHEREAS, CSC, AMCC and WE are parties to a Consulting Agreement, dated March 29, 2001 (the "Consulting Agreement");

WHEREAS, CSC and AMC Networks Inc. ("AMC") are party to a Contribution Agreement, dated _____, 2011 (the "Contribution Agreement") pursuant to which certain reorganizational and other transactions are provided for, including transactions whereby AMCC and WE will become subsidiaries of AMC;

WHEREAS, in the Contribution Agreement, CSC has agreed to enter into this Agreement and AMC Networks has agreed to cause AMCC and WE to enter into this Agreement;

WHEREAS, pursuant to a Distribution Agreement, dated _____, 2011 between Cablevision Systems Corporation ("Cablevision"), CSC and AMC (the "Distribution Agreement"), Cablevision will distribute all of the common stock of AMC to the stockholders of Cablevision on the Distribution Date (as defined in the Distribution Agreement);

WHEREAS, the parties hereto desire to terminate the Consulting Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto have agreed and by these presents hereby agree to abide by and be bound by the following Consulting Agreement:

1. Termination. Effective as of 11:59 p.m. on the Distribution Date (as defined in the Distribution Agreement), the Consulting Agreement shall terminate (the "Termination Time").
 2. Effect of Termination. From and after the Termination Time, none of the parties to the Consulting Agreement shall have any further obligation thereunder other than the obligation of AMCC and WE to make the payments required by Section 4 of the Consulting Agreement for the period ending at the Termination Time. CSC, AMCC and WE confirm and agree that there are not and there have not been any "Future Brands" as that term is used in Section 2 of the Consulting Agreement.
 3. Mutual Releases. Effective as of the Termination Time and subject to the making of the payment provided for in Section 2 of this Agreement, each of the parties to this Agreement, on behalf of itself and each of its affiliates hereby releases each other party to the Consulting Agreement and its respective affiliates, directors, officers, employees, agents, attorneys and representatives from any liability, claim or obligation under the Consulting Agreement.
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4. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed to have been duly given as of five days after the day and time of mailing by certified or registered mail, postage prepaid, to the following addresses, or such other addresses as the parties hereto shall, by like notice, from time to time notify one another:

To AMCC: American Movie Classics
Company LLC
11 Penn Plaza
New York, NY 10001
Attention: General Counsel

To WE: WE: Women's Entertainment LLC
11 Penn Plaza
New York, NY 10001
Attention: General Counsel

To CSC: CSC Holdings, LLC
1111 Stewart Avenue
Bethpage, NY 11714
Attention: General Counsel

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of CSC, AMCC and WE and their respective successors and assigns, but neither this Agreement nor any rights hereunder may be assigned by without the prior written consent of the other parties.

6. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and shall supersede any prior understandings or written or oral agreements between said parties respecting such subject matter. This Agreement shall not be modified except in a writing signed by each of the parties hereto.

7. Headings. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

9. Waiver. No delay or omission of any party hereto to exercise rights under this Agreement shall impair any such right or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver

of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

10. Applicable Law. This Agreement shall be construed and administered and the validity thereof shall be determined in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws.

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

CSC HOLDINGS, INC.

By: _____
Title:

AMERICAN MOVIE CLASSICS COMPANY LLC

By: _____
Title:

WE: WOMEN'S ENTERTAINMENT LLC

By: _____
Title:

Subsidiaries of the Registrant
AMC NETWORKS INC.

Subsidiary	Jurisdiction of Formation	Percent Owned
Rainbow Media Holdings LLC	Delaware	100%
Rainbow National Sports Holdings LLC	Delaware	100%
11 Penn TV, LLC	Delaware	100%
RMH GE Holdings I, Inc.	Delaware	100%
Cassidy Holdings, Inc.	Delaware	100%
Sundance Channel L.L.C.	Delaware	100%
Rainbow Media Global LLC	Delaware	100%
WE tv Asia LLC	Delaware	100%
Sundance Channel Europe LLC	Delaware	100%
Sundance Channel (UK) Limited	United Kingdom	100%
Sundance Channel Asia LLC	Delaware	100%
RMH GE Holdings II, Inc.	Delaware	100%
RMH GE Holdings III, Inc.	Delaware	100%
Rainbow Media Enterprises, Inc.	Delaware	100%
Rainbow DBS Holdings, Inc.	New York	100%
Rainbow DBS Company LLC	Delaware	100%
Rainbow Programming Holdings LLC	Delaware	100%
Rainbow National Services LLC	Delaware	100%
The Independent Film Channel LLC	Delaware	100%
RNS Co-Issuer Corporation	Delaware	100%
American Movie Classics IV Holding Corporation	Delaware	100%
AMC Television Productions LLC	Delaware	100%
TWD Productions LLC	Delaware	100%
TWD Productions II LLC	Delaware	100%
American Movie Classics Company LLC	New York	100%
AMC Film Holdings LLC	Delaware	100%
WE Women's Entertainment LLC	Delaware	100%
LS VOD Holdings LLC	Delaware	100%
LS VOD Company LLC	Delaware	100%
IFC Entertainment Holdings LLC	Delaware	100%
IFC Entertainment LLC	Delaware	100%
Digital Store LLC	Delaware	100%
IFC Films LLC	Delaware	100%
IFC In Theaters LLC	Delaware	100%
Selects VOD LLC	Delaware	100%
IFC Productions I L.L.C.	Delaware	100%
IFC Theatres, LLC	Delaware	100%
IFC Theatres Concessions LLC	Delaware	100%

Subsidiary	Jurisdiction of Formation	Percent Owned
Rainbow Film Holdings LLC	Delaware	100%
Wedding Central LLC	Delaware	100%
VOOM HD Holdings LLC	Delaware	80%
Animania Company LLC	Delaware	80%
Epics Company LLC	Delaware	80%
Equator HD Company LLC	Delaware	80%
Gallery HD Company LLC	Delaware	80%
Gameplay HD Company LLC	Delaware	80%
HD Cinema 10 Company LLC	Delaware	80%
Monsters Company LLC	Delaware	80%
LAB HD Company LLC	Delaware	80%
Newsbytes Company LLC	Delaware	80%
Rave Company LLC	Delaware	80%
Rush HD Company LLC	Delaware	80%
Treasure HD Company LLC	Delaware	80%
Ultra HD Company LLC	Delaware	80%
World Sport Company LLC	Delaware	80%
Sports On Demand LLC	Delaware	100%
RNC Holding Corporation	Delaware	100%
Rainbow Network Communications	New York	100%
RNC II Holding Corporation	Delaware	100%