

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 23, 2026
Commission File Number: 1-35106

AMC Networks Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

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

27-5403694
(I.R.S. Employer
Identification No.)

10001
(Zip Code)

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.01 per share	AMCX	The NASDAQ Stock Market LLC

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

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

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

Emerging Growth Company

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

Item 1.01 Entry into a Material Definitive Agreement.

On February 23, 2026, AMC Networks Inc. (“AMC Networks” or the “Company”), a Nevada corporation, certain of the Company’s subsidiaries (the “Guarantors”) and U.S. Bank Trust Company, National Association, as the trustee (the “Trustee”), entered into the First Supplemental Indenture (the “First Supplemental Indenture”) to the Indenture dated as of July 3, 2025 (the “Indenture”), between the Company, the Guarantors and the Trustee, under which the Company’s \$400,000,000 aggregate principal amount of 10.50% Senior Secured Notes due 2032 (the “Notes”) were issued.

The First Supplemental Indenture modifies the Indenture to (1) amend the covenant that limits restricted payments in order to permit buybacks, purchases, redemptions, retirements or other acquisitions of AMC Networks Inc.’s equity interests in an aggregate amount not to exceed \$50,000,000; (2) revise the covenant that limits transfers or licenses of certain trademarks to unrestricted subsidiaries to only permit transfers of non-exclusive licenses; and (3) restrict investments in unrestricted subsidiaries made pursuant to the definition of “Permitted Investments” to certain specified clauses in such definition.

The foregoing summary of the First Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the complete terms of the First Supplemental Indenture, a copy of which is attached as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events.

On February 23, 2026, the Company issued a press release announcing the effectiveness of amendments to the Indenture and extension of solicitation of consents (the “Consent Solicitation”) from eligible holders of the Notes. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information in this Item 8.01 and Exhibit 99.1 attached hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934 except as may be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed as part of this Current Report on Form 8-K:

<u>Exhibit Number</u>	<u>Item</u>
4.1	First Supplemental Indenture, dated February 23, 2026, among AMC Networks Inc, the guarantors party thereto and U.S. Bank Trust Company, National Association.
99.1	Press Release dated as of February 23, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 23, 2026

AMC Networks Inc.

By: /s/ Anne G. Kelly

Anne G. Kelly

Executive Vice President and Corporate Secretary

AMC NETWORKS, INC.,

as the Company,

THE GUARANTORS PARTY THERETO FROM TIME TO TIME,

as Guarantors

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee and Collateral Agent

FIRST SUPPLEMENTAL INDENTURE

Dated as of February 23, 2026

FIRST SUPPLEMENTAL INDENTURE, dated as of February 23, 2026 between AMC Networks, Inc., a Nevada corporation (the “**Company**”), the guarantors party to the Indenture (as defined below) (the “**Guarantors**”) and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”) and as collateral agent (the “**Collateral Agent**”):

WHEREAS, the Company has heretofore executed and delivered to the Trustee and Collateral Agent an Indenture, dated as of July 3, 2025 (the “**Base Indenture**” and, as supplemented hereby, the “**Indenture**”), providing for the issuance of 10.500% Senior Secured Notes due 2032 (the “**Notes**”);

WHEREAS, the Company desires to modify certain terms of the Notes in accordance with Section 9.02 of the Base Indenture, which requires the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes other than the Notes beneficially owned by the Company or its affiliates (the “**Requisite Consent**”);

WHEREAS, as of February 23, 2026, the Company has received and caused to be delivered to the Trustee (a) a resolution of its Board of Directors authorizing the execution of this First Supplemental Indenture, and (b) evidence of receipt of the Requisite Consent from or on behalf of Holders to amend the Base Indenture as set forth herein and such evidence is attached to the Officer’s Certificate delivered as of the date hereof to the Trustee by the Company in connection with the execution of this First Supplemental Indenture; and

WHEREAS, the entry into this First Supplemental Indenture by the parties hereto is in all respects authorized in accordance with Section 9.02 of the Base Indenture.

WHEREAS, the Company and the Guarantors hereby request that the Trustee and Collateral Agent execute and deliver this First Supplemental Indenture;

NOW, THEREFORE, in consideration of foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed as follows for the equal and ratable benefit of the Holders of the Notes:

ARTICLE 1

Section 1.01 *Definitions*. This First Supplemental Indenture uses the following definitions in their proper alphabetical order which, in the event of a conflict with the definition of terms in the Base Indenture, shall supersede and replace the corresponding definitions in the Indenture. Capitalized terms used but not defined in this First Supplemental Indenture shall have the meanings ascribed thereto in the Base Indenture.

“*Consent Solicitation Statement*” means the Company’s Consent Solicitation Statement, dated February 12, 2026.

“*First Supplemental Indenture Operative Date*” means the date upon which the Company provides an Officer’s Certificate to the Trustee and the Collateral Agent (upon which the Trustee and the Collateral Agent may conclusively rely, without further investigation) certifying that (A)

the Company has paid, or caused to be paid, the Consent Fee (as defined in the Consent Solicitation Statement) in connection with the Consent Solicitation (as defined in the Consent Solicitation Statement) and (B) that the date of such Officer's Certificate is the First Supplemental Indenture Operative Date.

ARTICLE 2

MODIFICATIONS OF THE BASE INDENTURE

Section 2.01 *Effectiveness of Supplemental Indenture*. This First Supplemental Indenture shall become effective as of the date hereof:

Section 2.02 *Amendments to Indenture*. Effective as of the date hereof, the Base Indenture is hereby amended as follows:

(a) Section 4.07 of the Base Indenture (Limitation on Restricted Payments) is hereby amended and restated to read in its entirety as follows:

“Section 4.07 *Limitation on Restricted Payments*.

(a) The Company will not, and will not permit any Restricted Subsidiary to, make any Restricted Payment if (A) at the time of such proposed Restricted Payment, a Default or Event of Default has occurred and is continuing or will occur as a consequence of such Restricted Payment, (B) the Fixed Charge Coverage Ratio shall be less than or equal to 2.00 to 1.00 on a Pro Forma Basis after giving effect to such Restricted Payment or (C) immediately after giving effect to such Restricted Payment, the aggregate of all Restricted Payments that have been made since the Issue Date in reliance on this paragraph, would exceed the sum of (i) \$400.0 million plus (ii) the net proceeds from any sale or issuance of Equity Interests by the Company to any Person (other than the Company or any of its Restricted Subsidiaries) (with non-cash proceeds to be valued by the Company in good faith) and the amount of Permitted Convertible / Exchange Indebtedness of the Company that is converted or exchanged into Equity Interests, in each case, since the Issue Date, plus, (iii) an amount equal to the difference between (1) the Cumulative Cash Flow Credit and (2) 1.4 multiplied by Cumulative Interest Expense.

(b) The provisions of Section 4.07(a) hereof will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at such date of declaration such payment complied with the above provisions;

(2) Permitted Affiliate Payments;

(3) the retirement, redemption, purchase, defeasance or other acquisition of any shares of the Company's Equity Interests or warrants, rights or options to acquire Equity Interests of the Company, in exchange for, or out of the proceeds of a

sale (within one year before or 180 days after such retirement, redemption, purchase, defeasance or other acquisition) of, other shares of the Company's Equity Interests or warrants, rights or options to acquire Equity Interests of the Company;

(4) the payment or making of any dividend or distribution by a Restricted Subsidiary to the holders of its Equity Interests on a pro rata basis;

(5) repurchases of Equity Interests in a cashless transaction deemed to occur upon exercise or vesting of restricted stock, stock options or warrants or similar equity based awards;

(6) the payment of cash in lieu of the issuance of fractional shares or scrip in connection with the exercise of warrants, options or other securities convertible into or exercisable for Equity Interests of the Company or stock dividends, splits or combinations;

(7) the repurchase, retirement or other acquisition or retirement for value of Equity Interests of the Company held by any future, present or former employee or director of the Company or any of its Restricted Subsidiaries or the estate, heirs or legatees of, or any entity controlled by, any such employee or director, pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement in connection with the termination of such person's employment for any reason (including by reason of death or disability); provided, however, that the aggregate Restricted Payments made under this clause (7) do not exceed in any calendar year the sum of (A) \$1.5 million (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to sub-clause (B) of this clause (7)) of \$10.0 million in any calendar year) and (B) the cash proceeds of key man life insurance policies on the life of any such person received by the Company and its Restricted Subsidiaries after the Issue Date;

(8) any Restricted Payment so long as immediately after the making of such Restricted Payment, the Cash Flow Ratio does not exceed 3.00:1.00 on a Pro Forma Basis;

(9) Restricted Payments made in connection with the Transactions;

(10) (i) the Company from (A) making any payment of premium or other amount in respect of, and otherwise performing its obligations under, any Permitted Bond Hedge Transaction, and (B) making any payments or deliveries under Permitted Convertible / Exchange Indebtedness, or (ii) the Company from (A) delivering shares of the common stock or preferred stock (other than Disqualified Equity Interests) in the Company upon the exercise and settlement or termination of any Permitted Warrant Transaction, and (B) making any payment in cash (including by set-off) upon the exercise and settlement or termination of any Permitted Warrant Transaction;

(11) the declaration and payment of regularly scheduled or accrued dividends to a holders of a class or series of Disqualified Equity Interests of the Company of any of its Restricted Subsidiaries incurred in accordance with the covenant described above under “—Limitation on Indebtedness”;

(12) purchases of Receivables Financing Assets pursuant to a Receivables Financing Repurchase Obligation in connection with a Qualified Receivables Financing and the payment or distribution of Receivables Financing Fees; or

(13) from and after the First Supplemental Indenture Operative Date, buybacks, purchases, redemptions, retirements or other acquisitions of Equity Interests of the Company in an aggregate amount not to exceed \$50,000,000.

(c) For purposes of determining the aggregate permissible amount of Restricted Payments in accordance with Section 4.07(a)(C)(ii) and (iii), all amounts expended pursuant to Section 4.07(b) will be excluded; provided, however, that amounts paid pursuant to Section 4.07(b)(1) will be included only to the extent that such amounts were not previously included in calculating Restricted Payments.

(d) If the Company or a Restricted Subsidiary makes a Restricted Payment that at the time of the making of such Restricted Payment would be, in the Company’s good faith determination, permitted under the requirements of this covenant, such Restricted Payment will be deemed to have been made in compliance with this covenant notwithstanding any subsequent adjustments made in good faith to the Company’s financial statements affecting the calculations set forth above for any period.

(e) For the purposes of the provisions above, the net proceeds from the issuance of shares of the Company’s Equity Interests upon conversion of Indebtedness will be deemed to be an amount equal to the accreted value of such Indebtedness on the date of such conversion and the additional consideration, if any, the Company receives upon such conversion, minus any cash payment on account of fractional shares (such consideration, if in property other than cash, to be determined by our Board of Directors, whose good faith determination will be conclusive).

(f) From and after the First Supplemental Indenture Operative Date, no Investment in an Unrestricted Subsidiary shall be permitted except pursuant to clauses (12), (18), (19), (22), (23), (24) and (25) of the definition of “Permitted Investment.”

(b) Clause (b) of Section 4.17 of the Base Indenture (Designation of Restricted and Unrestricted Subsidiaries) is hereby amended and restated in its entirety to read as follows:

“(b) Any designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee an Officer’s Certificate certifying that such designation complied with the preceding conditions and was permitted by the Indenture. Notwithstanding anything herein to the contrary, the Company shall not, and shall not permit any

of its Restricted Subsidiaries to, transfer (including by way of Investment or Asset Sale, but excluding any non-exclusive license for a bona fide business purpose and not liability management as conclusively determined by the Company in good faith) to any Unrestricted Subsidiary the Trademarks representing the AMC Networks, AMC+, IFC TV, IFC Films, Shudder or WE TV brands that are owned by the Company or any Restricted Subsidiary as of the Issue Date.”

ARTICLE 3
MISCELLANEOUS

Section 3.01 *Confirmation of Indenture.*

The Base Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this First Supplemental Indenture and all indentures supplemental thereto shall be read, taken and construed as one and the same instrument.

Section 3.02 *Concerning the Trustee and the Collateral Agent.*

The Trustee and the Collateral Agent are executing, delivering and entering into this First Supplemental Indenture at the request of the Company and the Guarantors and in reliance upon the Officer’s Certificate from the Company and the opinion of Sullivan & Cromwell LLP, each dated the date hereof. The Trustee and the Collateral Agent are each executing, delivering and entering into this First Supplemental Indenture not in its individual capacity but solely in its capacity as trustee and the collateral agent, as applicable, under the Indenture. The Trustee and the Collateral Agent assume no duties, responsibilities or liabilities by reason of this First Supplemental Indenture other than as set forth in the Base Indenture and, in executing, delivering and entering into this First Supplemental Indenture and carrying out its responsibilities hereunder, the Trustee and the Collateral Agent shall each have all of the rights, protections, indemnities and immunities which they possess under the Base Indenture and to the benefit of every provision of the Base Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee and the Collateral Agent, including their right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The Trustee and the Collateral Agent make no representations as to the adequacy, validity or sufficiency of this First Supplemental Indenture. The recitals herein are deemed to be those of the Company and the Guarantors and not of the Trustee and the Collateral Agent. All of the foregoing shall be at the expense of the Company, with no liability to the Trustee or the Collateral Agent.

Section 3.03 *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.*

NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Each of this First Supplemental Indenture, the Indenture and the Notes shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

The parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan, the city of New York, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party.

Any legal suit, action or proceeding arising out of or based upon this First Supplemental Indenture and the Indenture or the transactions contemplated thereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case located in the City of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives the right to any other jurisdiction to which it may be entitled by reason of present or future domicile, place of residence or for any other reason.

EACH OF THE PARTIES HERETO HEREBY (AND THE HOLDERS, BY THEIR ACCEPTANCE OF THE NOTES THEREBY) IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE INDENTURE, THIS FIRST SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 3.05 *Separability.*

In case any provision in this First Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.06 *[INTENTIONALLY LEFT BLANK]*

Section 3.07 *Effect of Headings.*

The Section headings herein are for convenience only and shall not affect the construction hereof. Section 3.08 Section 3.09 Section 3.10

Section 3.08 *Electronic Transmission, Electronic Signatures.*

The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement. Any signature to this First Supplemental Indenture may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any

counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

Section 3.09 *Effectiveness.*

This First Supplemental Indenture shall be effective when executed and delivered by the parties hereto; *provided, however,* that the amendments to the Base Indenture set forth herein shall not become operative until the First Supplemental Indenture Operative Date.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first above written.

AMC NETWORKS, INC.
as the Company

By: /s/ Edward Schwartz _____
Name: Edward Schwartz
Title: Executive Vice President
and Treasurer

[Signature Page to First Supplemental Indenture]

2ND PARTY LLC
ACROSS THE RIVER PRODUCTIONS LLC
AMC CONTENT DISTRIBUTION LLC
AMC GAMES LLC
AMC FILM HOLDINGS LLC
AMC NETWORKS BROADCASTING & TECHNOLOGY
AMC NETWORK ENTERTAINMENT LLC
AMC NETWORKS INTERNATIONAL LLC
AMC PLUS HOLDINGS LLC
AMC NETWORKS PRODUCTIONS LLC
AMC NEW VIDEO HOLDINGS LLC
AMC/SUNDANCE CHANNEL GLOBAL NETWORKS LLC
AMCN PROPERTIES LLC
AMERICAN MOVIE CLASSICS IV HOLDING CORPORATION
DIGITAL STORE LLC
IFC ENTERTAINMENT HOLDINGS LLC
IFC ENTERTAINMENT LLC
IFC FILMS LLC
IFC IN THEATERS LLC
IFC PRODUCTIONS I L.L.C.
IFC TELEVISION HOLDINGS LLC
IFC THEATRES CONCESSIONS LLC
IFC TV LLC
RAINBOW MEDIA ENTERPRISES, INC.
RAINBOW MEDIA HOLDINGS LLC
RNC HOLDING CORPORATION
RNC II HOLDING CORPORATION
SELECTS VOD LLC
SHUDDER LLC
SUNDANCE FILM HOLDINGS LLC
SUNDANCETV LLC
VOOM HD HOLDINGS LLC
WE TV HOLDINGS LLC
WE TV LLC
as Guarantors

By: /s/ Edward Schwartz

Name: Edward Schwartz
President and Treasurer

Title: Executive Vice

[Signature Page to First Supplemental Indenture]

61ST STREET PRODUCTIONS I LLC
AESIR MEDIA GROUP, LLC
AMC TV STUDIOS LLC
ANIMAL CONTROL PRODUCTIONS I LLC
ANIME NETWORK LLC
BADLANDS PRODUCTIONS I LLC
BADLANDS PRODUCTIONS II LLC
COBALT PRODUCTIONS LLC
CROSSED PENS DEVELOPMENT LLC
DARK WINDS PRODUCTIONS I LLC
EXPEDITION PRODUCTIONS I LLC
FIVE MOONS PRODUCTIONS I LLC
GEESE PRODUCTIONS LLC
GROUND WORK PRODUCTIONS LLC
HIDIVE LLC
JAPAN CREATIVE CONTENTS ALLIANCE LLC
MAKING WAVES STUDIO PRODUCTIONS LLC
MECHANICAL PRODUCTIONS I LLC
MONUMENT PRODUCTIONS I LLC
MOONHAVEN PRODUCTIONS I LLC
as Guarantors

By: /s/ Edward Schwartz

Name: Edward Schwartz

Title: Executive Vice President and Treasurer

[Signature Page to First Supplemental Indenture]

NEWFOUND LAKE PRODUCTIONS I LLC
NEW VIDEO CHANNEL AMERICA, L.L.C.
NOS4A2 PRODUCTIONS I LLC
PEACH PIT PROPERTIES LLC
PEACHWOOD PRODUCTIONS LLC
RED MONDAY PROGRAMMING LLC
ROUGHHOUSE PRODUCTIONS I LLC
SENTAI FILMWORKS, LLC
SENTAI HOLDINGS, LLC
STALWART PRODUCTIONS LLC
TALES PRODUCTIONS I LLC
TWD PRODUCTIONS IV LLC
TWD PRODUCTIONS V LLC
TWD PRODUCTIONS VI LLC
TWD PRODUCTIONS VII LLC
TWD PRODUCTIONS VIII LLC
TWD PRODUCTIONS IX LLC
TWD PRODUCTIONS X LLC
TWD PRODUCTIONS XI LLC
UNIVERSE PRODUCTIONS LLC
VAMPIRE CHRONICLES PRODUCTIONS I LLC
WOODBURY STUDIOS LLC,
as Guarantors

By: /s/ Edward Schwartz

Name: Edward Schwartz

Title: Executive Vice President and Treasurer

[Signature Page to First Supplemental Indenture]

IFC THEATRES, LLC,
as Guarantor

By: /s/ Sal Romanello

Name: Sal Romanello
Title: Authorized Officer

[Signature Page to First Supplemental Indenture]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, solely in
its capacities as the Trustee and as the
Collateral Agent

By: /s/ Shannon Matthews
Name: Shannon Matthews
Title: Assistant Vice President

[Signature Page to First Supplemental Indenture]

AMC Networks Announces Effectiveness of Amendments to its 10.50% Senior Secured Notes due 2032 and Extension of Consent Solicitation

New York, NY (February 23, 2026) – AMC Networks Inc. (“AMC Networks” or the “Company”) (Nasdaq: AMCX) announced today the receipt of Requisite Consents (as defined below) from holders of its existing 10.50% Senior Secured Notes due 2032 (the “Notes”) and the effectiveness of amendments to the indenture governing the Notes to (1) amend the covenant that limits restricted payments in order to permit buybacks, purchases, redemptions, retirements or other acquisitions of AMC Networks Inc.’s equity interests in an aggregate amount not to exceed \$50,000,000; (2) revise the covenant that limits transfers or licenses of certain trademarks to unrestricted subsidiaries to only permit transfers of non-exclusive licenses; and (3) restrict investments in unrestricted subsidiaries made pursuant to the definition of “Permitted Investments” to certain specified clauses in such definition (the “Amendments”).

The Company also announced today the extension of its solicitation of consents (“Consents”) from the holders of the Notes to the Amendments.

The consent solicitation (the “Consent Solicitation”) is being made solely on the terms and subject to the conditions set forth in the consent solicitation statement dated February 12, 2026 (the “Consent Solicitation Statement”), copies of which have been made available to holders of the Notes. Holders of the Notes should carefully read the Consent Solicitation Statement before deciding whether to consent to the Amendments.

In order to approve the Amendments, the Consents of at least a majority in aggregate principal amount of the then outstanding Notes (other than the Notes beneficially owned by the Company or its affiliates) voting as a single class (the “Requisite Consents”) were required to be received. As of 3:00 p.m., New York City time, on February 23, 2026, according to information received by D.F. King & Co., Inc., the Information, Tabulation and Paying Agent for the Consent Solicitation, holders of approximately 94% in aggregate principal amount of the outstanding Notes had validly delivered and not validly revoked their Consents. Following receipt of the Requisite Consents, on February 23, 2026, the Company entered into a first supplemental indenture to the indenture governing the Notes to give effect to the Amendments, provided that the Amendments will not become operative until the Company notifies the trustee for the Notes that the Consent Fee (as defined in the Consent Solicitation Statement) has been paid. Since the Effective Time (as defined in the Consent Solicitation Statement) occurred upon the execution of the first supplemental indenture, consents (whether previously or hereafter delivered) with respect to the Notes may not be revoked.

The expiration time (the “Expiration Time”) and the Consent Payment Eligibility Time (as defined in the Consent Solicitation Statement) for the Consent Solicitation are both being extended to 5:00 p.m., New York City time, on March 6, 2026, unless further extended or earlier terminated by the Company.

Except as described above, all other terms and conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement remain unchanged and in effect. Holders of the Notes who have validly delivered their consents with respect to the Amendments do not need to deliver new consents or take any other action in response to this announcement in order to consent to the Amendments.

The Consent Solicitation is conditioned upon the satisfaction of certain conditions set forth in the Consent Solicitation Statement. The Company may generally waive any such condition, in its sole discretion, at any time with respect to the Consent Solicitation.

This press release is not a solicitation of consents with respect to the Notes and does not set forth all of the terms and conditions of the Consent Solicitation.

This press release is not an offer to sell or purchase, or a solicitation of an offer to sell or purchase, any other securities and shall not constitute an offer, solicitation or sale in any state or jurisdiction in which, or to any person to whom such an offer, solicitation or sale would be unlawful.

Any inquiries regarding the Consent Solicitation may be directed to D.F. King & Co., Inc., the Information, Tabulation and Paying Agent for the Consent Solicitation, at amcx@dfking.com or (646) 989-1649 (collect) or (800) 967-7510 (toll free), or to J.P. Morgan Securities LLC, the Solicitation Agent for the Consent Solicitation, at (212) 834-3554 (collect) or (866) 834-4666 (toll free).

About AMC Networks

AMC Networks (Nasdaq: AMCX) is home to many of the greatest stories and characters in TV and film and the premier destination for passionate and engaged fan communities around the world. The Company creates and curates celebrated series and films across distinct brands and makes them available to audiences everywhere. Its portfolio includes targeted streaming services AMC+, Acorn TV, Shudder, Sundance Now, ALLBLK, HIDIVE and All Reality; cable networks AMC, BBC AMERICA (which includes U.S. distribution and sales responsibilities for BBC News), IFC, SundanceTV and We TV; and film distribution labels Independent Film Company and RLJE Films. The Company also operates AMC Studios, its in-house studio, production and distribution operation behind acclaimed and fan-favorite original franchises including The Walking Dead Universe and the Anne Rice Immortal Universe; and AMC Networks International, its international programming business.

This press release may contain statements that constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements concerning the timing, terms and completion of the Consent Solicitation. These statements are based on management's current expectations and are subject to uncertainty and changes in circumstances. Investors are cautioned that any such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties and that actual results or developments may differ materially from those in the forward-looking statements as a result of various factors, including financial community and rating agency perceptions of the Company and its business, operations, financial condition and the industries in which it operates and the factors described in the Company's filings with the Securities and Exchange Commission, including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained therein. The Company disclaims any obligation to update any forward-looking statements contained herein.

Contact

Investor Relations

Nicholas Seibert
nicholas.seibert@amcnetworks.com

Corporate Communications

Georgia Juvelis
georgia.juvelis@amcnetworks.com