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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

**AMC Networks Inc.**

(Name of Issuer)

Class A Common Stock, par value \$.01 per share  
(Title of Class of Securities)

00164V 103  
(CUSIP Number)

Richard D. Bohm  
Debevoise & Plimpton LLP  
919 Third Avenue  
New York, NY 10022  
212-909-6000

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

June 30, 2011  
(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

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

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

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<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan, individually and as Trustee of the Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C and the Charles F. Dolan 2009 Revocable Trust	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 - See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 3,780,477
	<b>8</b>	SHARED VOTING POWER 5,102,251
	<b>9</b>	SOLE DISPOSITIVE POWER 3,780,477
	<b>10</b>	SHARED DISPOSITIVE POWER 5,102,251
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,882,728	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.4%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 5,514,163 shares of AMC Networks Inc. Class A Common Stock, par value \$0.01 per share ("Class A Common Stock"), issuable upon conversion of an equal number of shares of AMC Networks Inc. Class B Common Stock, par value \$0.01 per share ("Class B Common Stock"), held by other Reporting Persons hereto as to which Charles F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Helen A. Dolan, individually and as Trustee of the Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C and the Helen A. Dolan 2009 Revocable Trust	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00- See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 1,949,999
	<b>8</b>	SHARED VOTING POWER 6,932,729
	<b>9</b>	SOLE DISPOSITIVE POWER 1,949,999
	<b>10</b>	SHARED DISPOSITIVE POWER 6,932,729
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,882,728	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.4%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 5,514,163 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Helen A. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON James L. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 608,437
	<b>8</b>	SHARED VOTING POWER 977,602
	<b>9</b>	SOLE DISPOSITIVE POWER 608,437
	<b>10</b>	SHARED DISPOSITIVE POWER 977,602
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,586,039	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.7%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 12,592,294 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which James L. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Thomas C. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 49,542
	<b>8</b>	SHARED VOTING POWER 966,844
	<b>9</b>	SOLE DISPOSITIVE POWER 49,542
	<b>10</b>	SHARED DISPOSITIVE POWER 966,844
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,016,386	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.7%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 12,607,450 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Thomas C. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Patrick F. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 40,026
	<b>8</b>	SHARED VOTING POWER 936,704
	<b>9</b>	SOLE DISPOSITIVE POWER 40,026
	<b>10</b>	SHARED DISPOSITIVE POWER 936,704
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 976,730	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.7%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 12,648,393 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Patrick F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Kathleen M. Dolan, individually and as Trustee of the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust and as a Trustee of each of the Charles F. Dolan Children Trusts	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 37,988
	<b>8</b>	SHARED VOTING POWER 5,741,173
	<b>9</b>	SOLE DISPOSITIVE POWER 37,988
	<b>10</b>	SHARED DISPOSITIVE POWER 5,741,173
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,779,161	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 434,274 Shares of Class A Common Stock beneficially owned by Dolan Children's Foundation as to which the Reporting Person serves as a director and 8,035,401 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Kathleen M. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Marianne Dolan Weber	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 11,159
	<b>8</b>	SHARED VOTING POWER 939,216
	<b>9</b>	SOLE DISPOSITIVE POWER 11,159
	<b>10</b>	SHARED DISPOSITIVE POWER 939,216
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 950,375	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 434,274 Shares of Class A Common Stock beneficially owned by Dolan Children’s Foundation as to which the Reporting Person serves as a director and 12,643,606 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Marianne Dolan Weber disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.



<b>1</b>	NAME OF REPORTING PERSON Deborah A. Dolan-Sweeney	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 5,643
	<b>8</b>	SHARED VOTING POWER 1,004,294
	<b>9</b>	SOLE DISPOSITIVE POWER 5,643
	<b>10</b>	SHARED DISPOSITIVE POWER 1,004,294
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,009,937	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.7%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 434,274 Shares of Class A Common Stock beneficially owned by Dolan Children’s Foundation as to which the Reporting Person serves as a director and 12,615,427 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Deborah A. Dolan-Sweeney disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Lawrence J. Dolan, as a Trustee of each of the Charles F. Dolan 2009 Family Trusts and each of the CFD 2010 Grandchildren Trusts	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 2,856,515
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 2,856,515
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,856,515	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.7%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 10,679,493 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Lawrence J. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON David M. Dolan, as a Trustee of each of the Charles F. Dolan 2009 Family Trusts and each of the CFD 2010 Grandchildren Trusts	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00- See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 302,176
	<b>8</b>	SHARED VOTING POWER 2,862,352
	<b>9</b>	SOLE DISPOSITIVE POWER 302,176
	<b>10</b>	SHARED DISPOSITIVE POWER 2,862,352
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,164,528	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 10,679,493 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which David M. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON 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	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 95,850
	<b>8</b>	SHARED VOTING POWER 1,938,896
	<b>9</b>	SOLE DISPOSITIVE POWER 95,850
	<b>10</b>	SHARED DISPOSITIVE POWER 1,938,896
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,034,746	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.4%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 11,688,469 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Paul J. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Matthew J. 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	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 2,437
	<b>8</b>	SHARED VOTING POWER 1,905,510
	<b>9</b>	SOLE DISPOSITIVE POWER 2,437
	<b>10</b>	SHARED DISPOSITIVE POWER 1,905,510
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,907,947	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.2%	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* Excludes 11,716,648 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Matthew J. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON  Mary S. Dolan, as a Trustee of the Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney and the Charles F. Dolan Children Trust FBO Patrick F. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS  00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  5,060
	<b>8</b>	SHARED VOTING POWER  1,908,283
	<b>9</b>	SOLE DISPOSITIVE POWER  5,060
	<b>10</b>	SHARED DISPOSITIVE POWER  1,908,283
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,913,343	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.2%	
<b>14</b>	TYPE OF REPORTING PERSON  IN	

\* Excludes 11,729,412 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Mary S. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan Children Trust FBO James L. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 966,844
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 966,844
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 966,844	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,607,450 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan Children Trust FBO James L. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan Children Trust FBO Thomas C. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 966,844
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 966,844
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 966,844	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,607,450 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan Children Trust FBO Thomas C. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.



<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan Children Trust FBO Patrick F. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 933,879
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 933,879
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 933,879	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,648,393 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan Children Trust FBO Patrick F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan Children Trust FBO Kathleen M. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 966,845
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 966,845
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 966,845	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,615,427 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan Children Trust FBO Kathleen M. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan Children Trust FBO Marianne Dolan Weber	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 938,666
	<b>8</b>	SHARED VOTING POWER
	<b>9</b>	SOLE DISPOSITIVE POWER 938,666
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 938,666	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,643,606 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan Children Trust FBO Marianne Dolan Weber disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 966,845
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 966,845
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 966,845	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,615,427 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2009 Family Trust FBO James L. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 499,925
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 499,925
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 499,925	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.9%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,034,483 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2009 Family Trust FBO James L. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 533,986
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 533,986
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 533,986	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.9%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,000,422 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 301,721
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 301,721
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 301,721	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,232,687 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 308,721	
	<b>8</b>	SHARED VOTING POWER 0	
	<b>9</b>	SOLE DISPOSITIVE POWER 308,721	
	<b>10</b>	SHARED DISPOSITIVE POWER 0	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 308,721		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5%		
<b>14</b>	TYPE OF REPORTING PERSON OO		

\* Excludes 13,225,687 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.



<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 371,721
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 371,721
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 371,721	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.6%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,162,687 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 203,721
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 203,721
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 203,721	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.4%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,330,687 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Ryan Dolan 1989 Trust		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 15,156	
	<b>8</b>	SHARED VOTING POWER 0	
	<b>9</b>	SOLE DISPOSITIVE POWER 15,156	
	<b>10</b>	SHARED DISPOSITIVE POWER 0	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,156		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%		
<b>14</b>	TYPE OF REPORTING PERSON OO		

\* Excludes 13,519,252 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Ryan Dolan 1989 Trust disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Tara Dolan 1989 Trust	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 15,156
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 15,156
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,156	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,519,252 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Tara Dolan 1989 Trust disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 2,363,456
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 2,363,456
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,363,456	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.1%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 11,170,952 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 1,418,073
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 1,418,073
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,418,073	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.2%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 12,116,335 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 34,060
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 34,060
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 34,060	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.1%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,500,348 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 150,265
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 150,265
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 150,265	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,384,143 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.



<b>1</b>	NAME OF REPORTING PERSON CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 150,265
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 150,265
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 150,265	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,384,143 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 150,265
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 150,265
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 150,265	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,384,143 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

<b>1</b>	NAME OF REPORTING PERSON CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS 00 – See Item 3 of Statement	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 150,265
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 150,265
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 150,265	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
<b>14</b>	TYPE OF REPORTING PERSON OO	

\* Excludes 13,384,143 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which the CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

CONTINUATION PAGES TO SCHEDULE 13D

This Schedule 13D is being filed jointly by the individuals (in their individual capacity and/or as trustee or co-trustee of specified trusts) and trusts listed in Item 2(a) below (the "Group Members") who may be deemed to beneficially own all of the shares of Class B Common Stock of AMC Networks Inc. (the "Issuer"), par value \$.01 per share (the "Class B Common Stock"), which are convertible share for share at the option of the holder into Class A Common Stock of the Issuer, par value \$.01 per share (the "Class A Common Stock," and together with the Class B Common Stock, the "Common Stock"), and a certain number of shares of Class A Common Stock, in each case as described herein.

**Item 1**

**Security and Issuer**

Class A Common Stock, par value \$.01 per share.

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

**Item 2**

**Identity and Background**

(a) The names of the Reporting Persons who are Group Members are: Charles F. Dolan, individually and as Trustee of the Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C (the "CFD 2011 GRAT #1C") and the Charles F. Dolan 2009 Revocable Trust (the "CFD 2009 Trust"); Helen A. Dolan, individually and as Trustee of the Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C (the "HAD 2011 GRAT #1C") and the Helen A. Dolan 2009 Revocable Trust (the "HAD 2009 Trust"); James L. Dolan; Thomas C. Dolan; Patrick F. Dolan; Kathleen M. Dolan, individually and as a Trustee of the Charles F. Dolan Children Trust FBO Kathleen M. Dolan, the Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney, the Charles F. Dolan Children Trust FBO Marianne Dolan Weber, the Charles F. Dolan Children Trust FBO Patrick F. Dolan, the Charles F. Dolan Children Trust FBO Thomas C. Dolan and the Charles F. Dolan Children Trust FBO James L. Dolan (hereinafter collectively referred to as the "Dolan Children Trusts" and individually, a "Dolan Children Trust"), and as sole Trustee of the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust; Marianne Dolan Weber; Deborah A. Dolan-Sweeney; Lawrence J. Dolan, as a Trustee of the Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan, the Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan, the Charles F. Dolan 2009 Family Trust FBO James L. Dolan, the Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber, the Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan and the Charles F. Dolan 2009 Family Trust FBO Deborah Dolan-Sweeney (collectively, the "2009 Family Trusts" and individually, a "2009 Family Trust") and as a Trustee of the CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan, CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan, CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney, CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber, CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan (collectively, the "CFD 2010 Grandchildren Trusts" and individually, a "2010 Grandchildren Trust"); David M. Dolan, as a Trustee of each of the 2009 Family Trusts and each of the CFD 2010 Grandchildren Trusts; Paul J. Dolan, as a Trustee of the Dolan Children Trusts FBO Kathleen M. Dolan and James L. Dolan; Matthew J. Dolan, as a Trustee of the Dolan Children Trusts FBO Marianne Dolan Weber and Thomas C. Dolan; Mary S. Dolan, as a Trustee of the Dolan Children Trusts FBO Deborah Dolan-Sweeney and Patrick F. Dolan; Dolan Children Trust FBO Kathleen M. Dolan; Dolan Children Trust FBO Marianne Dolan Weber; Dolan Children Trust FBO Deborah Dolan-Sweeney; Dolan Children Trust FBO James L. Dolan; Dolan Children Trust FBO Thomas C. Dolan; Dolan Children Trust FBO Patrick F. Dolan; 2009 Family Trust FBO James L. Dolan;

2009 Family Trust FBO Thomas C. Dolan; 2009 Family Trust FBO Patrick F. Dolan; 2009 Family Trust FBO Kathleen M. Dolan; 2009 Family Trust FBO Marianne Dolan Weber; 2009 Family Trust FBO Deborah A. Dolan-Sweeney; Ryan Dolan 1989 Trust; Tara Dolan 1989 Trust; CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney; CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan; CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber; CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan; CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan; CFD 2011 GRAT #1C; and HAD 2011 GRAT #1C.

(b) Except as indicated below, the business address of each Reporting Person is:

Individuals:

c/o Dolan Family Office  
Attention: William A. Frewin  
340 Crossways Park Drive  
Woodbury, New York 11797

James L. Dolan:

c/o Knickerbocker Group LLC  
Attention: Kerrie Juras  
PO Box 420  
Oyster Bay, New York 11771

Lawrence J. Dolan:

Progressive Field  
2401 Ontario St.  
Cleveland, OH 44115.

David M. Dolan:

7 Glenmaro Lane  
St. Louis, MO 63131.

Kathleen M. Dolan:

94B Bowman Road  
Barnard, VT 05031.

Paul J. Dolan:

Progressive Field  
2401 Ontario St.  
Cleveland, OH 44115.

Matthew J. Dolan:

Corporate Place  
100 7th Avenue, Suite 150  
Chardon, OH 44024.

Mary S. Dolan:

300 So. Riverside Plaza

Suite 1480  
Chicago, IL 60606.

Trusts:

Dolan Children Trust FBO Kathleen M. Dolan is a trust established under the laws of the State of Illinois for the benefit of Kathleen M. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

Dolan Children Trust FBO Marianne Dolan Weber is a trust established under the laws of the State of Illinois for the benefit of Marianne Dolan Weber and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

Dolan Children Trust FBO Deborah Dolan-Sweeney is a trust established under the laws of the State of Illinois for the benefit of Deborah A. Dolan-Sweeney and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

Dolan Children Trust FBO James L. Dolan is a trust established under the laws of the State of Illinois for the benefit of James L. Dolan and has an address of c/o Knickerbocker Group LLC, attention: Kerrie Juras, PO Box 420, Oyster Bay, New York 11771.

Dolan Children Trust FBO Thomas C. Dolan is a trust established under the laws of the State of Illinois for the benefit of Thomas C. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

Dolan Children Trust FBO Patrick F. Dolan is a trust established under the laws of the State of Illinois for the benefit of Patrick F. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

2009 Family Trust FBO James L. Dolan is a trust established under the laws of the State of New York for the benefit of James L. Dolan and has an address of c/o Knickerbocker Group LLC, attention: Kerrie Juras, PO Box 420, Oyster Bay, New York 11771.

2009 Family Trust FBO Thomas C. Dolan is a trust established under the laws of the State of New York for the benefit of Thomas C. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

2009 Family Trust FBO Patrick F. Dolan is a trust established under the laws of the State of New York for the benefit of Patrick F. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

2009 Family Trust FBO Kathleen M. Dolan is a trust established under the laws of the State of New York for the benefit of Kathleen M. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

2009 Family Trust FBO Marianne Dolan Weber is a trust established under the laws of the State of New York for the benefit of Marianne Dolan Weber and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

2009 Family Trust FBO Deborah A. Dolan-Sweeney is a trust established under the laws of the State of New York for the benefit of Deborah A. Dolan-Sweeney and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

Ryan Dolan 1989 Trust is a trust established under the laws of the State of New York for the benefit of Ryan Dolan and has an address of c/o Knickerbocker Group LLC, attention: Kerrie Juras, PO Box 420, Oyster Bay, New York 11771.

Tara Dolan 1989 Trust is a trust established under the laws of the State of New York for the benefit of Tara Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

CFD 2011 GRAT #1C is a trust established under the laws of the State of New York for the benefit of Charles F. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

HAD 2011 GRAT #1C is a trust established under the laws of the State of New York for the benefit of Helen A. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney is a trust established under the laws of the State of New York for the benefit of the descendants of Deborah A. Dolan-Sweeney and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan is a trust established under the laws of the State of New York for the benefit of the descendants of Kathleen M. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber is a trust established under the laws of the State of New York for the benefit of the descendants of Marianne Dolan Weber and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan is a trust established under the laws of the State of New York for the benefit of the descendants of Patrick F. Dolan and has an address of c/o Dolan Family Office, attention: William A. Frewin, 340 Crossways Park Drive, Woodbury, New York 11797.

CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan is a trust established under the laws of the State of New York for the benefit of the descendants of James L. Dolan and has an address of c/o Knickerbocker Group LLC, attention: Kerrie Juras, PO Box 420, Oyster Bay, New York 11771.

(c) Charles F. Dolan is a director and Executive Chairman of the Issuer. He is Chairman of Cablevision Systems Corporation, a Delaware corporation (“Cablevision”). Cablevision’s principal business address is 1111 Stewart Avenue, Bethpage, New York 11714. He is a director of The Madison Square Garden Company (“MSG”). Helen A. Dolan is his wife and is not currently employed. They are the parents of James L. Dolan, Thomas C. Dolan, Patrick F. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan-Sweeney. Charles F. Dolan is also the brother of Lawrence J. Dolan. Charles F. Dolan is the Trustee of the 2011 GRAT #1C and the CFD 2009 Trust.

Helen A. Dolan is the Trustee of the HAD 2011 GRAT #1C and the HAD 2009 Trust.

James L. Dolan is a director of the Issuer. He is the President and Chief Executive Officer and a director of Cablevision and a director and Executive Chairman of MSG. Cablevision's principal business address is 1111 Stewart Avenue, Bethpage, New York 11714. He is the son of Charles F. Dolan and Helen A. Dolan, and is the brother of Thomas C. Dolan, Patrick F. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan-Sweeney. His wife, Kristin A. Dolan is also a director of the Issuer.

Thomas C. Dolan is a director of the Issuer. He is Executive Vice President — Strategy and Development, Office of the Chairman of Cablevision, and a director of Cablevision and MSG. Cablevision's principal business address is 1111 Stewart Avenue, Bethpage, New York 11714. He is the son of Charles F. Dolan and Helen A. Dolan, and is the brother of James L. Dolan, Patrick F. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan-Sweeney.

Patrick F. Dolan is a director of the Issuer. He is a director of Cablevision and president of News 12 Networks, a subsidiary of Cablevision. Cablevision's principal business address is 1111 Stewart Avenue, Bethpage, New York 11714. He is the son of Charles F. Dolan and Helen A. Dolan, and is the brother of James L. Dolan, Thomas C. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan-Sweeney.

Kathleen M. Dolan is a director of Cablevision and founder of Purple Crayon Productions Inc., a community art and music center, 1207 Route 12, Woodstock, Vermont 05091. She is the daughter of Charles F. Dolan and Helen A. Dolan, and is the sister of James L. Dolan, Thomas C. Dolan, Patrick F. Dolan, Marianne Dolan Weber and Deborah A. Dolan-Sweeney. She is a Trustee of each of the Dolan Children Trusts, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust.

Marianne Dolan Weber is a director of the Issuer, Cablevision and MSG. She is the Chair of the Dolan Family Foundation and the Dolan Children's Foundation, manager of the Dolan Family Office, LLC, 340 Crossways Park Drive, Woodbury, New York 11797. She is the daughter of Charles F. Dolan and Helen A. Dolan, and is the sister of James L. Dolan, Thomas C. Dolan, Patrick F. Dolan, Kathleen M. Dolan and Deborah A. Dolan-Sweeney.

Deborah A. Dolan-Sweeney is a director of Cablevision and MSG. She is the daughter of Charles F. Dolan and Helen A. Dolan, and is the sister of James L. Dolan, Thomas C. Dolan, Patrick F. Dolan, Kathleen M. Dolan and Marianne Dolan Weber. Her husband, Brian G. Sweeney, is a director of the Issuer.

Lawrence J. Dolan is the brother of Charles F. Dolan, and is the father of Matthew J. Dolan, Paul J. Dolan and Mary S. Dolan. He is the Chief Executive Officer of Cleveland Indians Baseball Company, L.P., Progressive Field, 2401 Ontario St., Cleveland, Ohio 44115. He is a Trustee of each of the 2009 Family Trusts and each of the CFD 2010 Grandchildren Trusts.

David M. Dolan is a retired attorney and is currently the Chairman of the board of Citizens National Bank of Greater St. Louis, 7305 Manchester Road, Maplewood, Missouri 63143. He is a first cousin of Charles F. Dolan. He is a Trustee of each of the 2009 Family Trusts and each of the CFD 2010 Grandchildren Trusts.

Paul J. Dolan is the son of Lawrence J. Dolan, the brother of Matthew J. Dolan and Mary S. Dolan, and a nephew of Charles F. Dolan and Helen A. Dolan. He is the President of Cleveland Indians Baseball Company, L.P., Progressive Field, 2401 Ontario St., Cleveland, Ohio 44115. He is a Trustee of the Dolan Children Trusts FBO Kathleen M. Dolan and James L. Dolan.

Matthew J. Dolan is the son of Lawrence J. Dolan, the brother of Paul J. Dolan and Mary S. Dolan, and a nephew of Charles F. Dolan and Helen A. Dolan. He is an attorney and is a principal of Thrasher, Dinsmore & Dolan, Corporate Place, 100 7<sup>th</sup> Avenue, Chardon,



OH 44024-9423. He is a Trustee of the Dolan Children Trusts FBO Marianne Dolan Weber and Thomas C. Dolan.

Mary S. Dolan is the daughter of Lawrence J. Dolan, the sister of Matthew J. Dolan and Paul J. Dolan, and a niece of Charles F. Dolan and Helen A. Dolan. She is the Co-Director of Legal Services at the Lifespan Center for Legal Services, 20 E. Jackson Blvd, Suite 500, Chicago, Illinois 60604. She is a Trustee of the Dolan Children Trusts FBO Deborah Dolan-Sweeney and Patrick F. Dolan.

(d) No Group Member, during the last five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Group Member, during the last five years, has been a party to a civil proceeding of a judicial body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) All individual Group Members are citizens of the United States. Group Members that are trusts are organized in the jurisdiction set forth in Item 2(b).

### **Item 3**

#### **Source and Amount of Funds or Other Consideration**

The Group Members acquired their shares of Class A Common Stock and Class B Common Stock on June 30, 2011, as a result of the spin-off by Cablevision of the Issuer to the stockholders of Cablevision (the "Spin-off"). In the Spin-off, stockholders of Cablevision received as a dividend from Cablevision one share of Class A Common Stock for every four shares of Cablevision's Class A common stock owned by them and one share of Class B Common Stock for every four shares of Cablevision's Class B common stock owned by them.

### **Item 4**

#### **Purpose of Transaction**

The information contained in Item 6 of this Schedule 13D is incorporated by reference.

Other than as set forth in this Item 4, the Group Members do not have any current plans, proposals or negotiations that relate to or would result in any of the matters referred to in paragraphs (a) through (j) of Item 4 of this Schedule 13D. The Group Members intend to review their investments in the Issuer on a continuing basis and, depending on various factors, including, without limitation, the Issuer's financial position, the price levels of the outstanding shares of Class A Common Stock, conditions in the securities market and general economic and industry conditions, the Group Members may, in the future, take such actions with respect to their shares of the Issuer's capital stock as they deem appropriate, including, without limitation, purchasing shares of Class A Common Stock, selling shares of the Issuer's capital stock, taking any action to change the composition of the Issuer's board of directors, taking any other action with respect to the Issuer or any of its securities in any manner permitted by law or otherwise changing its intention with respect to any and all matters referred to in paragraphs (a) through (j) of Item 4

### **Item 5**

#### **Interest in Securities of the Issuer**

(a) and (b) The Group Members may be deemed to beneficially own an aggregate of 15,428,278 shares of Class A Common Stock as a result of their beneficial ownership of (i) 1,893,870 shares of Class A Common Stock (including 225,830 shares of restricted stock and options to purchase 737,316 shares of Class A Common Stock that are exercisable within sixty days of this filing), and (ii) 13,534,408 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 21.4% of the total

shares of the Issuer's common stock currently outstanding. Group Members in the aggregate may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 13,534,408 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock (representing all outstanding Class B Common Stock) because of the terms of the Class B Stockholders' Agreement (see Item 6 below). Individuals who are Group Members solely in their capacity as trustees of trusts that are Group Members may be deemed to beneficially own an additional 427,326 shares of Class A Common Stock. Each of the Reporting Persons disclaims beneficial ownership of the securities held by the other Reporting Persons, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Charles F. Dolan may be deemed to beneficially own an aggregate of 8,882,728 shares of Class A Common Stock, including (i) 862,483 shares of Class A Common Stock (including 92,525 shares of restricted stock), (ii) options to purchase 376,783 shares of Class A Common Stock that are exercisable within sixty days of this filing, and (iii) 8,020,245 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 13.4% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 3,780,477 shares of Class A Common Stock (including 16,067 shares of Class A Common Stock owned of record personally, 79,771 shares of Class A common Stock owned of record by the CFD 2009 Trust, 92,525 shares of restricted stock owned of record personally and options owned of record personally to purchase 376,783 shares of Class A Common Stock that are exercisable within sixty days of this filing, and 3,215,331 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock, including 225,298 shares of Class B Common Stock owned of record personally, 626,577 shares of Class B Common Stock owned of record by the CFD 2009 Trust and 2,363,456 shares of Class B Common Stock owned of record by the CFD 2011 GRAT #1C) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 5,102,251 shares of Class A Common Stock (including 297,337 shares of Class A Common Stock owned of record by the Dolan Family Foundation and 4,804,914 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock, including 450,000 shares of Class B Common Stock owned of record personally by his spouse, Helen A. Dolan, 1,418,073 shares of Class B Common Stock owned of record by the HAD 2011 GRAT #1C, 81,926 shares of Class B Common Stock owned of record by the HAD 2009 Trust, 2,219,795 shares of Class B Common Stock owned of record by the 2009 Family Trusts and 635,120 shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts). He disclaims beneficial ownership of 297,337 shares of Class A Common Stock owned of record by the Dolan Family Foundation, and 4,804,914 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock, including 450,000 shares of Class B Common Stock owned of record personally by his spouse, Helen A. Dolan, 1,418,073 shares of Class B Common Stock owned of record by the HAD 2011 GRAT #1C, 81,926 shares of Class B Common Stock owned of record by the HAD 2009 Trust, 2,219,795 shares of Class B Common Stock owned of record by the 2009 Family Trusts and 635,120 shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Helen A. Dolan may be deemed to beneficially own an aggregate of 8,882,728 shares of Class A Common Stock, including (i) 862,463 shares of Class A Common Stock (including 92,525 shares of restricted stock), (ii) options to purchase 376,783 shares of Class A Common Stock that are exercisable within sixty days of this filing and (iii) 8,025,245 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 13.4% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote of 1,949,999 shares

of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock (including 450,000 shares of Class B Common Stock owned of record personally, 1,418,073 shares of Class B Common Stock owned of record by the HAD 2011 GRAT #1C and 81,926 shares of Class B Common Stock owned of record by the HAD 2009 Trust) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 6,932,729 shares of Class A Common Stock (including 297,337 shares of Class A Common Stock owned of record by the Dolan Family Foundation, 626,577 shares of Class A Common Stock owned of record by the CFD 2009 Trust; 16,067 shares of Class A Common Stock, 92,525 shares of restricted stock and options to purchase 376,783 shares of Class A Common Stock exercisable within sixty days of this filing owned of record personally by her spouse, Charles F. Dolan; and 6,070,246 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock, including 225,298 shares of Class B Common Stock owned of record by her spouse, Charles F. Dolan, 626,577 shares of Class B Common Stock owned of record by the CFD 2009 Trust, 2,363,456 shares of Class B Common Stock owned of record by the CFD 2011 GRAT #1C, 2,219,795 shares of Class B Common Stock owned of record by the 2009 Family Trusts and 635,120 shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts). She disclaims beneficial ownership of 297,337 shares of Class A Common Stock owned of record by the Dolan Family Foundation, 626,577 shares of Class A Common Stock owned of record by the CFD 2009 Trust, 16,067 shares of Class A Common Stock, 92,525 shares of restricted stock and options to purchase 376,783 shares of Class A Common Stock exercisable within sixty days of this filing owned of record personally by her spouse, and 6,070,246 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock, including 225,298 shares of Class B Common Stock owned of record by her spouse, Charles F. Dolan, 626,577 shares of Class B Common Stock owned of record by the CFD 2009 Trust, 2,363,456 shares of Class B Common Stock owned of record by the CFD 2011 GRAT #1C, 2,219,795 shares of Class B Common Stock owned of record by the 2009 Family Trusts and 635,120 shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

James L. Dolan may be deemed to beneficially own an aggregate of 1,586,039 shares of Class A Common Stock, including (i) 643,925 shares of Class A Common Stock (including 97,505 shares of restricted stock and options to purchase 351,783 shares of Class A Common Stock that are exercisable within sixty days of this filing) and (ii) 942,114 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 2.7% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 593,281 shares of Class A Common Stock (including 147,373 shares of Class A Common Stock owned of record personally, 2,825 shares of Class A Common Stock held as custodian for one or more minor children, 91,300 shares of restricted stock owned of record personally and options owned of record personally to purchase 351,783 shares of Class A Common Stock that are exercisable within sixty days of this filing and 15,156 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record personally) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 50,644 shares of Class A Common Stock (including 1,250 shares of Class A Common Stock owned of record jointly with his spouse, 2,098 shares of Class A Common Stock owned of record personally by his spouse, 405 shares owned of record by his spouse through a 401(k) plan, 6,205 shares of restricted stock owned of record personally by his spouse, 800 shares of Class A Common Stock owned of record by members of his household, and 39,886 shares of Class A Common Stock owned of record by the Dolan Children Trust for his benefit) and 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for his benefit. He disclaims beneficial ownership of 2,825 shares of Class A Common Stock held as custodian for one or more minor children, 2,098 shares

of Class A Common Stock owned of record by members of his household, 2,098 shares of Class A Common Stock owned of record personally by his spouse, 405 shares owned of record by his spouse through a 401(k) plan, 6,205 shares of restricted stock owned of record personally by his spouse and 39,886 shares of Class A Common Stock and 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for his benefit, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Thomas C. Dolan may be deemed to beneficially own 1,016,386 shares of Class A Common Stock, including 89,428 shares of Class A Common Stock (including 18,250 shares of restricted stock) and 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This amount represents approximately 1.7% of the shares of Class A Common Stock currently outstanding. He may be deemed to have the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 49,542 shares of Class A Common Stock (including 18,250 shares of restricted stock) and the shared power to vote or direct the vote of and to dispose of or to direct the disposition of 39,886 shares of Class A Common Stock and 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for his benefit. He disclaims beneficial ownership of 39,886 shares of Class A Common Stock and 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for his benefit, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Patrick F. Dolan may be deemed to beneficially own an aggregate of 976,730 shares of Class A Common Stock, including (i) 90,715 shares of Class A Common Stock (including 8,775 shares of restricted stock and options to purchase 3,000 shares of Class A Common Stock that are exercisable within sixty days of this filing) and (ii) 886,015 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 1.7% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 40,026 shares of Class A Common Stock (including 27,451 shares of Class A Common Stock, 8,775 shares of restricted stock, and options to purchase 3,000 shares of Class A Common Stock that are exercisable within sixty days of this filing owned of record personally and 800 shares of Class A Common Stock held as custodian for one or more minor children) and (b) the current shared power to vote or direct the vote of and to dispose of or to direct the disposition of 936,704 shares of Class A Common Stock (including 1,250 shares owned of record jointly with his spouse, 175 shares of Class A Common Stock owned of record personally by his spouse and 600 shares owned of record by the Daniel P. Mucci Trust (the "Mucci Trust") for which he serves as a trustee) and 47,864 shares of Class A Common Stock owned of record by the Dolan Children Trust for his benefit) and 886,015 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for his benefit. He disclaims beneficial ownership of 175 shares of Class A Common Stock owned of record personally by his spouse, 800 shares of Class A Common Stock held as custodian for one or more minor children, 600 shares of Class A Common Stock held by the Mucci Trust, and 47,864 shares of Class A Common Stock and 886,015 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for his benefit, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Kathleen M. Dolan may be deemed to beneficially own an aggregate of 5,779,161 shares of Class A Common Stock, including (i) 280,154 shares of Class A Common Stock and (ii) 5,499,007 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents

approximately 9.1% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 7,676 shares of Class A Common Stock (including 6,076 shares of Class A Common Stock owned of record personally, 1,600 shares of Class A Common Stock held as custodian for one or more minor children and an aggregate of 30,312 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 5,741,173 shares of Class A Common Stock (including 1,250 shares of Class A Common Stock owned of record jointly with her former spouse and an aggregate of 271,228 shares of Class A Common Stock owned of record by the Dolan Children Trusts) and an aggregate of 5,468,695 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trusts. She disclaims beneficial ownership of 1,600 shares of Class A Common Stock held as custodian for one or more minor children, an aggregate of 271,228 shares of Class A Common Stock owned of record by the Dolan Children Trusts and an aggregate of 5,499,007 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trusts, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Marianne Dolan Weber may be deemed to beneficially own an aggregate of 950,375 shares of Class A Common Stock, including (i) 59,573 shares of Class A Common Stock (including options to purchase 2,000 shares of Class A Common Stock that are exercisable within sixty days of this filing) and (ii) 890,802 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 1.6% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 11,159 shares of Class A Common Stock (including 8,359 shares of Class A Common Stock and options to purchase 2,000 shares of Class A Common Stock that are exercisable within sixty days of this filing owned of record personally and 800 shares of Class A Common Stock held as custodian for a minor child) and (b) the current shared power to vote or direct the vote of and to dispose of or to direct the disposition of 939,216 shares of Class A Common Stock (including 550 shares of Class A Common Stock owned personally by her spouse, and 47,864 shares of Class A Common Stock owned by the Dolan Children Trust for her benefit) and 890,802 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for her benefit. She disclaims beneficial ownership of 800 shares of Class A Common Stock held as custodian for a minor child, 550 shares of Class A Common Stock owned of record by her spouse, and 47,864 shares of Class A Common Stock and 890,802 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for her benefit, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Deborah A. Dolan-Sweeney may be deemed to beneficially own an aggregate of 1,009,937 shares of Class A Common Stock, including (i) 90,956 shares of Class A Common Stock (including 8,775 shares of restricted stock and options to purchase 3,750 shares of Class A Common Stock that are exercisable within sixty days of this filing) and (ii) 918,981 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 1.7% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 5,643 shares of Class A Common Stock (including 5,643 shares of Class A Common Stock owned of record personally) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 1,004,294 shares of Class A Common Stock (including 19,699 shares of Class A Common Stock,

8,775 shares of restricted stock and options to purchase 3,750 shares of Class A Common Stock that are exercisable within sixty days of this filing owned of record by her spouse, 5,225 shares of Class A Common Stock held by trusts for which her spouse serves as co-trustee and 47,864 shares of Class A Common Stock owned of record by the Dolan Children Trust for her benefit) and 918,981 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for her benefit. She disclaims beneficial ownership of 19,699 shares of Class A Common Stock, 8,775 shares of restricted stock and options to purchase 3,750 shares of Class A Common Stock that are exercisable within sixty days of this filing owned of record by her spouse, 5,225 shares of Class A Common Stock held by trusts for which her spouse serves as co-trustee and 47,864 shares of Class A Common Stock and 918,981 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trust for her benefit, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Lawrence J. Dolan may be deemed to beneficially own an aggregate of 2,856,515 shares of Class A Common Stock, including (i) 1,600 shares of Class A Common Stock and (ii) 2,854,915 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 4.7% of the shares of Class A Common Stock currently outstanding. He may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 2,856,515 shares of Class A Common Stock (including 1,600 shares of Class A Common Stock owned of record with his spouse, an aggregate of 2,219,795 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2009 Family Trusts and an aggregate of 635,120 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts). He disclaims beneficial ownership of an aggregate of 2,219,795 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2009 Family Trusts and an aggregate of 635,120 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

David M. Dolan may be deemed to beneficially own an aggregate of 3,164,528 shares of Class A Common Stock, including (i) 309,613 shares of Class A Common Stock and (ii) 2,854,915 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 5.2% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 302,176 shares of Class A Common Stock (including 2,971 shares of Class A Common Stock owned of record by the David M. Dolan Revocable Trust and 299,205 shares of Class A Common Stock owned of record by the Charles F. Dolan Charitable Remainder Trust) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 2,862,352 shares of Class A Common Stock (including 1,600 shares of Class A Common Stock owned of record jointly with his spouse, 5,250 shares of Class A Common Stock owned of record by the Ann H. Dolan Revocable Trust, 587 shares of Class A Common Stock held by his spouse as custodian for a minor child, an aggregate of 2,219,795 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2009 Family Trusts and an aggregate of 635,120 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts). He disclaims beneficial ownership of 299,205 shares of Class A Common Stock owned of record by the Charles F. Dolan Charitable Remainder Trust, 5,250 shares of Class A Common Stock owned of record by the Ann H. Dolan Revocable Trust, 587 shares of Class A Common Stock held by his spouse as custodian for a minor child, an aggregate

of 2,219,795 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2009 Family Trusts and an aggregate of 635,120 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the CFD 2010 Grandchildren Trusts, and this report shall not be deemed to be an admission that he is the beneficial owner of such securities. See Exhibit A.

Paul J. Dolan may be deemed to beneficially own an aggregate of 2,034,746 shares of Class A Common Stock, including (i) 188,867 shares of Class A Common Stock, and (ii) 1,845,939 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 3.4% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 95,850 shares of Class A Common Stock (including 4,408 shares of Class A Common Stock held as custodian for one or more minor children and 91,442 shares of Class A Common Stock owned of record by the CFD Trust No. 10) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 1,938,896 shares of Class A Common Stock (including 5,207 shares of Class A Common Stock owned of record jointly with his spouse, an aggregate of 87,750 shares of Class A Common Stock owned of record by the Dolan Children Trusts for the benefit of Kathleen M. Dolan and James L. Dolan, and an aggregate of 1,845,939 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trusts for the benefit of Kathleen M. Dolan and James L. Dolan). He disclaims beneficial ownership of 4,408 shares of Class A Common Stock held as custodian for one or more minor children, 91,442 shares of Class A Common Stock owned of record by the CFD Trust No. 10, an aggregate of 87,750 shares of Class A Common Stock owned of record by the Dolan Children Trusts for the benefit of Kathleen M. Dolan and James L. Dolan, and an aggregate of 1,845,939 shares of Class B Common Stock owned of record by the Dolan Children Trusts for the benefit of Kathleen M. Dolan and James L. Dolan, and this report shall not be deemed to be an admission that he is the beneficial owner of such securities. See Exhibit A.

Matthew J. Dolan may be deemed to beneficially own an aggregate of 1,907,947 shares of Class A Common Stock, including (i) 90,187 shares of Class A Common Stock and (ii) 1,817,760 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 3.2% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 2,437 shares of Class A Common Stock (including 1,400 shares of Class A Common Stock owned of record personally and 1,037 shares of Class A Common Stock held as custodian for a minor child) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 1,905,510 shares of Class A Common Stock (including an aggregate of 87,750 shares of Class A Common stock owned of record by the Dolan Children Trusts for the benefit of Marianne Dolan Weber and Thomas C. Dolan and an aggregate of 1,817,760 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trusts for the benefit of Marianne Dolan Weber and Thomas C. Dolan). He disclaims beneficial ownership of 1,037 shares of Class A Common Stock held as custodian for a minor child, an aggregate of 87,750 shares of Class A Common Stock owned of record by the Dolan Children Trusts for the benefit of Marianne Dolan Weber and Thomas C. Dolan and an aggregate of 1,817,760 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trusts for the benefit of Marianne Dolan Weber and Thomas C. Dolan, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Mary S. Dolan may be deemed to beneficially own an aggregate of 1,913,343 shares of Class A Common Stock, including (i) 108,347 shares of Class A Common Stock and

(ii) 1,804,996 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 3.2% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote and to dispose of or direct the disposition of 5,060 shares of Class A Common Stock held as custodian for one or more minor children and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 1,908,283 shares of Class A Common Stock (including 7,559 shares of Class A Common Stock owned of record jointly with her spouse, an aggregate of 95,728 shares of Class A Common Stock owned of record by the Dolan Children Trusts for the benefit of Deborah Dolan-Sweeney and Patrick F. Dolan and an aggregate of 1,804,996 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Dolan Children Trusts for the benefit of Deborah Dolan-Sweeney and Patrick F. Dolan. She disclaims beneficial ownership of 5,060 shares of Class A Common Stock held as custodian for one or more minor children, an aggregate of 95,728 shares of Class A Common Stock owned of record by the Dolan Children Trusts for the benefit of Deborah Dolan-Sweeney and Patrick F. Dolan and an aggregate of 1,804,996 shares of Class A Common Stock issuable upon the conversion of Class B Common Stock owned of record by the Dolan Children Trusts for the benefit of Deborah Dolan-Sweeney and Patrick F. Dolan, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

The Charles F. Dolan Children Trust FBO James L. Dolan may be deemed to beneficially own an aggregate of 966,844 shares of Class A Common Stock, including (i) 39,886 shares of Class A Common Stock and (ii) 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan and Paul J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 15 of this Schedule 13D is hereby incorporated by reference.

The Charles F. Dolan Children Trust FBO Thomas C. Dolan may be deemed to beneficially own an aggregate of 966,844 shares of Class A Common Stock, including (i) 39,886 shares of Class A Common Stock and (ii) 926,958 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan and Matthew J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 16 of this Schedule 13D is hereby incorporated by reference.

The Charles F. Dolan Children Trust FBO Patrick F. Dolan may be deemed to beneficially own an aggregate of 933,879 shares of Class A Common Stock, including (i) 47,864 shares of Class A Common Stock and (ii) 866,015 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan and Mary S. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 17 of this Schedule 13D is hereby incorporated by reference.

The Charles F. Dolan Children Trust FBO Kathleen M. Dolan may be deemed to beneficially own an aggregate of 966,845 shares of Class A Common Stock, including (i) 47,864 shares of Class A Common Stock and (ii) 918,981 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan and Paul J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 18 of this Schedule 13D is hereby incorporated by reference.

The Charles F. Dolan Children Trust FBO Marianne Dolan Weber may be deemed to beneficially own an aggregate of 938,666 shares of Class A Common Stock, including (i) 47,864 shares of Class A Common Stock and (ii) 890,802 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan and Matthew J. Dolan are the trustees and have the shared power to



vote and dispose of the shares held by the trust. The information contained on page 19 of this Schedule 13D is hereby incorporated by reference.

The Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney may be deemed to beneficially own an aggregate of 966,845 shares of Class A Common Stock, including (i) 47,864 shares of Class A Common Stock and (ii) 918,981 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan and Mary S. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 20 of this Schedule 13D is hereby incorporated by reference.

The 2009 Family Trust FBO James L. Dolan may be deemed to beneficially own an aggregate of 499,925 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 21 of this Schedule 13D is hereby incorporated by reference.

The 2009 Family Trust FBO Thomas C. Dolan may be deemed to beneficially own an aggregate of 533,986 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 22 of this Schedule 13D is hereby incorporated by reference.

The 2009 Family Trust FBO Patrick F. Dolan may be deemed to beneficially own an aggregate of 301,721 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 23 of this Schedule 13D is hereby incorporated by reference.

The 2009 Family Trust FBO Kathleen M. Dolan may be deemed to beneficially own an aggregate of 308,721 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 24 of this Schedule 13D is hereby incorporated by reference.

The 2009 Family Trust FBO Marianne Dolan Weber may be deemed to beneficially own an aggregate of 371,721 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the

trust are of equal value to the trust property exchanged therefor. The information contained on page 25 of this Schedule 13D is hereby incorporated by reference.

The 2009 Family Trust FBO Deborah A. Dolan-Sweeney may be deemed to beneficially own an aggregate of 203,721 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 26 of this Schedule 13D is hereby incorporated by reference.

The Ryan Dolan 1989 Trust may be deemed to beneficially own an aggregate of 15,156 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan is the trustee and has the sole power to vote and dispose of the shares held by the trust. The information contained on page 27 of this Schedule 13D is hereby incorporated by reference.

The Tara Dolan 1989 Trust may be deemed to beneficially own an aggregate of 15,156 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Kathleen M. Dolan is the trustee and has the sole power to vote and dispose of the shares held by the trust. The information contained on page 28 of this Schedule 13D is hereby incorporated by reference.

The Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C may be deemed to beneficially own an aggregate of 2,363,456 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Charles F. Dolan is the trustee and has the sole power to vote and dispose of the shares held by the trust. The information contained on page 29 of this Schedule 13D is hereby incorporated by reference.

The Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C may be deemed to beneficially own an aggregate of 1,418,073 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. Helen A. Dolan is the trustee and has the sole power to vote and dispose of the shares held by the trust. The information contained on page 30 of this Schedule 13D is hereby incorporated by reference.

The CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan may be deemed to beneficially own an aggregate of 34,060 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 31 of this Schedule 13D is hereby incorporated by reference.

The CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan may be deemed to beneficially own an aggregate of 150,265 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged

therefor. The information contained on page 32 of this Schedule 13D is hereby incorporated by reference.

The CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan may be deemed to beneficially own an aggregate of 150,265 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 33 of this Schedule 13D is hereby incorporated by reference.

The CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber may be deemed to beneficially own an aggregate of 150,265 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 34 of this Schedule 13D is hereby incorporated by reference.

The CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney may be deemed to beneficially own an aggregate of 150,265 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. David M. Dolan and Lawrence J. Dolan are the trustees and have the shared power to vote and dispose of the shares held by the trust. Charles F. Dolan may be deemed to share power to direct the disposition of the shares held by the trust because he has the right to substitute assets with the trust, subject to the trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor. The information contained on page 35 of this Schedule 13D is hereby incorporated by reference.

(c) See Item 3 above, which is incorporated herein by reference.

(d) See Exhibit A.

(e) Not applicable.

## Item 6

### **Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer**

#### THE CLASS B STOCKHOLDERS' AGREEMENT

On June 9, 2011, the Group Members executed a Stockholders Agreement (the "Class B Stockholders' Agreement"), which is filed as Exhibit 1 to this Schedule 13D. The purpose of the Class B Stockholders Agreement is to consolidate control of the Issuer among the Group Members. As a result of this agreement, the Issuer qualifies as a "controlled company" under the rules of the NASDAQ Global Market.

Voting. Under the Class B Stockholders Agreement, the Group Members have agreed to vote as a group with respect to any matter on which any shares of Class B Common Stock are entitled to vote. Decisions on how the Group Members will vote with respect to their shares of Class B Common Stock will be made by (i) holders of a majority of the shares of Class B Common Stock, as long as one of Charles F. Dolan and Helen A. Dolan is alive and not permanently incapacitated, and (ii) after Charles F. Dolan and Helen A.

Dolan have died or become permanently incapacitated, a committee comprised of Kathleen M. Dolan, Deborah A. Dolan-Sweeney, Marianne Dolan Weber, Patrick F. Dolan, Thomas C. Dolan and James L. Dolan, or their designees (the “Dolan Family Committee”), acting by majority vote, except that a supermajority approval will be required for a vote in favor of any transaction that would result in a change in control of the Issuer or a going-private transaction with respect to the Issuer. The decisions of the Dolan Family Committee will be non-binding with respect to certain Class B Shareholders that are trusts (the “Excluded Trusts”). The Excluded Trusts will vote their shares of Class B Common Stock at the direction of Excluded Trusts holding a majority of the shares of Class B Common Stock held by all of the Excluded Trusts, except that supermajority approval will be required for a vote in favor of any transaction that would result in a change in control of the Issuer or a going-private transaction with respect to the Issuer.

Transfers. Without the prior approval of Charles F. Dolan, prior to his death or permanent incapacity, and, thereafter, if Helen A. Dolan is then alive and not permanently incapacitated, Helen A. Dolan, until her death or permanent incapacity (the “Dolan Approval”), and, after the death or permanent incapacity of both of them, the approval of the Dolan Family Committee, acting by a two-thirds vote, a Class B Stockholder may not transfer shares of Class B Common Stock other than to Group Members and related persons (each such party, a “Permitted Holder”) unless such shares are first converted into shares of Class A Common Stock. The foregoing requirement and the other transfer restrictions in the Class B Stockholders Agreement do not apply to Charles F. Dolan or Helen A. Dolan or any trust of which either of them is a trustee.

Change in Control. No Class B Stockholders will be permitted to sell their shares of Class B Common Stock if such sale would result in a change in control of the Issuer, unless such sale is approved by Dolan Approval prior to the death or permanent incapacity of Charles F. Dolan and Helen A. Dolan, and, thereafter, by a vote of all except one of the votes on the Dolan Family Committee.

Market Sale. Subject to the other transfer provisions, the parties to the Class B Stockholders Agreement will have a right of first offer and a tag-along right with respect to any proposed sale of shares of Class B Common Stock (after conversion to shares of Class A Common Stock) in an open market sale.

Right of First Refusal. Subject to the other transfer provisions, the parties to the Class B Stockholders Agreement will have a right of first refusal with respect to any proposed sale of shares of Class B Common Stock, other than to a Permitted Holder, in a private transaction.

Tag-Along Rights. Subject to the other transfer provisions, the parties to the Class B Stockholders Agreement will have a tag-along right with respect to any proposed sale of shares of Class B Common Stock, other than to a Permitted Holder, if such sale would result in a change in control of the Issuer.

Drag-Along Rights. If, after complying with the other transfer provisions, one or more Class B Stockholders propose to sell all of their shares of Class B Common Stock, other than to a Permitted Holder, and such sale would result in a change in control of the Issuer, such Class B Stockholders will have the right to require the other Class B Stockholders to sell all of their shares of Class B Common Stock in the same transaction.

The Class B Stockholders Agreement also contains certain agreements among the Group Members related to the pledge of shares of Class B Common Stock, the exercise of registration rights and other matters.

The foregoing summary of the Class B Stockholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Class B Stockholders Agreement, which is incorporated herein by reference.

## REGISTRATION RIGHTS AGREEMENTS

All Group Members other than the Dolan Children Trusts have entered into a registration rights agreement with the Issuer, which is attached hereto as Exhibit 2 (the “Dolan Affiliates Agreement”), and the Dolan Children Trusts have entered into a registration rights agreement with the Issuer, which is attached hereto as Exhibit 3 (the “Dolan Children Trusts Agreement” and, together with the Dolan Affiliates Agreement, the “Registration Rights Agreements”).

Under the Registration Rights Agreements, the Group Members are entitled, subject to certain conditions, to require the Issuer to register the sale of some or all of their shares of Class A Common Stock (including those issued upon conversion of shares of Class B Common Stock) on one or more occasions prior to the death or disability of both Charles F. Dolan and his spouse, and on up to four occasions in the aggregate thereafter. The Group Members are also entitled to sell such shares as part of certain registered offerings by the Issuer, subject to certain conditions.

In the Dolan Children Trusts Agreement, each Dolan Children Trust has agreed that in the case of any sale or disposition of its shares of Class B Common Stock (other than to Charles F. Dolan or other Dolan family interests) by such Dolan Children Trust, or of any of the shares of Class B Common Stock owned by the Dolan Children Trusts by any other Dolan family interest to which such shares of Class B Common Stock are transferred, such shares will be converted into shares of Class A Common Stock. This conversion obligation does not apply to any other shares of Class B Common Stock, and the Dolan Affiliates Agreement does not include any conversion obligation.

The Dolan Children’s Foundation and the Dolan Family Foundation are also parties to, and have registration rights under, the Dolan Affiliates Agreement.

The foregoing summary of the Registration Rights Agreements does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreements, which are incorporated herein by reference.

## STANDSTILL AGREEMENT

The Group Members have entered into a Standstill Agreement, which is filed as Exhibit 4 to this Schedule 13D, with the Issuer in which they have agreed that, during the 12-month period following the Spin-off, they must obtain the approval of a majority of the Issuer’s independent directors prior to acquiring common stock of the Issuer through a tender offer that results in the Group Members owning more than 50% of the total number of outstanding shares of common stock of the Issuer.

The foregoing summary of the Standstill Agreement does not purport to be complete and is qualified in its entirety by reference to the Standstill Agreement, which is incorporated herein by reference.

## Item 7

### **Material to be Filed as an Exhibit.**

Exhibit A: Trust and Beneficiary List

Exhibit B: Joint Filing Agreement, dated July 5, 2011.

Exhibit C: Powers of Attorney for each of:

Charles F. Dolan.

Helen A. Dolan.

Patrick F. Dolan.

Kathleen M. Dolan.

Deborah A. Dolan-Sweeney

Marianne Dolan Weber

Mary S. Dolan.

Matthew J. Dolan.

David M. Dolan.

Lawrence J. Dolan.

Paul J. Dolan.

Charles F. Dolan Children Trust FBO James L. Dolan.

Charles F. Dolan Children Trust FBO Thomas C. Dolan.

Charles F. Dolan Children Trust FBO Patrick F. Dolan.

Charles F. Dolan Children Trust FBO Kathleen M. Dolan.

Charles F. Dolan Children Trust FBO Marianne Dolan Weber.

Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney.

Charles F. Dolan 2009 Family Trust FBO James L. Dolan.

Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan.

Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan.

Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan.

Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber.

Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney.

Tara Dolan 1989 Trust.

Ryan Dolan 1989 Trust.

CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan.

CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan.

CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan.

CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber.

CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney.

Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C.

Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C.

Exhibit 1: Class B Stockholders Agreement, dated as of June 9, 2011.

Exhibit 2: Registration Rights Agreement, dated as of June 9, 2011, between AMC Networks Inc. and the Dolan Family Affiliates.

Exhibit 3: Registration Rights Agreement, dated as of June 9, 2011, between AMC Networks Inc. and The Charles F. Dolan Children Trusts.

Exhibit 4: Standstill Agreement, dated as of June 9, 2011, between AMC Networks Inc. and the Group Members.

**Signature.**

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

Date: July 5, 2011

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

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\_\_\_\_\_  
Charles F. Dolan

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

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\_\_\_\_\_  
Helen A. Dolan

JAMES L. DOLAN, individually

/s/ James L. Dolan  
\_\_\_\_\_  
James L. Dolan

THOMAS C. DOLAN, individually

/s/ Thomas C. Dolan  
\_\_\_\_\_  
Thomas C. Dolan

PATRICK F. DOLAN, individually

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\_\_\_\_\_  
Patrick F. Dolan

MARIANNE DOLAN WEBER, individually

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Marianne Dolan Weber

DEBORAH A. DOLAN-SWEENEY, individually

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Deborah A. Dolan-Sweeney

KATHLEEN M. DOLAN, individually, and as a Trustee of the Charles F. Dolan Children Trust FBO Kathleen M. Dolan, the Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney, the Charles F. Dolan Children Trust FBO Marianne Dolan Weber, the Charles F. Dolan Children Trust FBO Patrick F. Dolan, the Charles F. Dolan Children Trust FBO Thomas C. Dolan and the Charles F. Dolan Children Trust FBO James L. Dolan, and as Trustee of the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

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Kathleen M. Dolan

LAWRENCE J. DOLAN, not individually but as a Trustee of the Charles F. Dolan 2009 Family Trust FBO James L. Dolan, the Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan, the Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan, the Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan, the Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber, the Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney, the CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan, the CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney, the CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber, the CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan and the CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan

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Lawrence J. Dolan

DAVID M. DOLAN, not individually but as a Trustee of the Charles F. Dolan 2009 Family Trust FBO James L. Dolan, the Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan, the Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan, the Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan, the Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber, the Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney, the CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan, the CFD 2010 Grandchildren Trust



FBO Descendants of Deborah A.  
Dolan-Sweeney, the CFD 2010 Grandchildren  
Trust FBO Descendants of Marianne E.  
Dolan Weber, the CFD 2010 Grandchildren  
Trust FBO Descendants of Patrick F. Dolan  
and the CFD 2010 Grandchildren Trust FBO  
Descendants of James L. Dolan

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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

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Paul J. Dolan

MATTHEW J. DOLAN, not individually but 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

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Matthew J. Dolan

MARY S. DOLAN, not individually but as a  
Trustee of the Charles F. Dolan Children  
Trust FBO Deborah Dolan-Sweeney and the  
Charles F. Dolan Children Trust FBO  
Patrick F. Dolan

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Mary S. Dolan

\*By: /s/ Brian G. Sweeney  
Brian G. Sweeney  
As Attorney-in-Fact

Kathleen M. Dolan is a co-Trustee of each of the Charles F. Dolan Children Trust FBO James L. Dolan (with Paul J. Dolan as co-Trustee), the Charles F. Dolan Children Trust FBO Patrick F. Dolan (with Mary S. Dolan as co-Trustee), the Charles F. Dolan Children Trust FBO Thomas C. Dolan (with Matthew J. Dolan as co-Trustee), the Charles F. Dolan Children Trust FBO Kathleen M. Dolan (with Paul J. Dolan as co-Trustee), the Charles F. Dolan Children Trust FBO Marianne Dolan Weber (with Matthew J. Dolan as co-Trustee) and the Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney (with Mary S. Dolan as co-Trustee) (hereinafter referred to, collectively, as the “Dolan Children Trusts”, and individually, as a “Dolan Children Trust”).

The following table lists each Dolan Children Trust’s name and the name of its beneficiary (each a “Current Beneficiary”).

<u>Name of Trust</u>	<u>Current Beneficiary</u>
Charles F. Dolan Children Trust FBO James L. Dolan	James L. Dolan
Charles F. Dolan Children Trust FBO Patrick F. Dolan	Patrick F. Dolan
Charles F. Dolan Children Trust FBO Thomas C. Dolan	Thomas C. Dolan
Charles F. Dolan Children Trust FBO Kathleen M. Dolan	Kathleen M. Dolan
Charles F. Dolan Children Trust FBO Marianne Dolan Weber	Marianne Dolan Weber
Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney	Deborah A. Dolan-Sweeney

For each Dolan Children Trust other than the Dolan Children Trust for the benefit of Kathleen M. Dolan, distributions of income and principal can be made in the discretion of the Trustees to the Current Beneficiary. For the Dolan Children Trust for the benefit of Kathleen M. Dolan, distributions of income and principal can be made in the discretion of the non-beneficiary Trustee to the Current Beneficiary. The Current Beneficiary of each Dolan Children Trust has the power to appoint additional or successor Trustees, including himself or herself, and to remove Trustees with respect to his or her trust. In the event that a Current Beneficiary becomes a Trustee of his or her trust, distributions of income and principal to the Current Beneficiary will be made in the discretion of the non-beneficiary Trustee. For each Dolan Children Trust, the Current Beneficiary has the power during his or her life to appoint all or part of the assets of his or her trust to or for the benefit of one or more of his or her descendants. Any unappointed portion of such trust will pass, in further trust, per stirpes to the Current Beneficiary’s then living descendants, or if none, per stirpes to the then living descendants of Charles F. Dolan, or if none, among the heirs-at-law of Charles F. Dolan.

The Current Beneficiary of any Dolan Children Trust can be said to have only a contingent economic interest in the securities of the Issuer held by such Dolan Children Trust because the non-beneficiary Trustee thereof has the sole discretion to distribute or accumulate the income from each Dolan Children Trust and the sole discretion to distribute the principal of each Dolan Children Trust to the Current Beneficiary of such Dolan Children Trust.

Kathleen M. Dolan is the sole Trustee of the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust (together, the “CFD 1989 Grandchildren Trusts” and individually, a “CFD 1989 Grandchild Trust”). All of the net income of the relevant CFD 1989 Grandchild Trust is distributed to the respective beneficiary. In addition, during the continuance of the relevant CFD 1989 Grandchild Trust, the Trustee in the Trustee’s discretion may distribute the principal of the relevant CFD 1989 Grandchild Trust to or for the benefit of the respective beneficiary. Upon the respective beneficiary attaining age 40, the relevant CFD 1989 Grandchild Trust for the respective beneficiary terminates and is to be distributed to such beneficiary. If the respective beneficiary dies before attaining age 40, such beneficiary has a testamentary general power of appointment over the relevant CFD 1989 Grandchild Trust. In default of the exercise of such power of appointment, the relevant CFD 1989 Grandchild Trust will be distributed to the respective beneficiary’s then-living issue, per stirpes, or if none, to Charles F. Dolan’s then-living grandchildren, in equal shares, or if none, to Charles F. Dolan’s then-living issue, per stirpes.

Each of Lawrence J. Dolan and David M. Dolan (each, a “2009 Family Trustee” and together, the “2009 Family Trustees”) is currently a trustee of the Charles F. Dolan 2009 Family Trusts (the “2009 Family Trusts”). The property held in the 2009 Family Trusts is held in separate trusts, such that there is one trust in respect of each living child of Charles F. Dolan. The beneficiaries of each trust are the child for whom the trust was set apart and his or her descendants (each, a “Beneficiary”). As a 2009 Family Trustee, Lawrence J. Dolan has the shared power to vote and dispose of all shares held by the 2009 Family Trusts. David M. Dolan, as a 2009 Family Trustee, shares the power to vote and dispose of all shares held by the 2009 Family Trusts.

During the life of each child of Charles F. Dolan, distributions of income and principal of his or her trust can be made in the discretion of Lawrence J. Dolan and David M. Dolan, as 2009 Family Trustees, among the beneficiaries of each such trust. After the death or incompetence of both Charles F. Dolan and Helen A. Dolan, each child of Charles F. Dolan will have the power to appoint additional or successor Trustees, including himself or herself, and to remove Trustees with respect to his or her 2009 Family Trust. In the event that a Beneficiary becomes a Trustee of his or her 2009 Family Trust, distributions of income and principal from such 2009 Family Trust will be made in the discretion of the non-beneficiary Trustee. Charles F. Dolan has the right to substitute assets with each of the 2009 Family Trusts, subject to the 2009 Family Trustees’ reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor.

Each child of Charles F. Dolan has a testamentary power of appointment over the 2009 Family Trust for his or her benefit, except that any shares of Class B Common Stock can only be appointed in further trust for the benefit of any one or more of the descendants of Charles F. Dolan upon substantially the same terms as the 2009 Family Trusts. Upon the death of a child of Charles F. Dolan, the 2009 Family Trustees will distribute any remaining unappointed trust principal of such trust in continuing trust for such Child’s then living descendants, per stirpes. If there are no such living descendants, then the 2009 Family Trustees will distribute any remaining trust principal to the other 2009 Family Trusts for the benefit of the then living descendants of Charles F. Dolan. If there are no such living descendants, the trust principal will be distributed to the Dolan Family Foundation or any successor thereto or, if it is not then in existence, then to a charitable organization.

Each Beneficiary has a right of withdrawal with respect to certain contributions made to his or her respective trust that constitute a gift within the meaning of Chapter 12 of the Internal Revenue Code, and

that do not exceed the gift tax exclusion found in Section 2503(b) of the Code. If the right of withdrawal is not exercised, such right lapses with respect to all or a certain portion of such gift on each of the following dates: (i) 30 days following Charles F. Dolan's death, (ii) the last day of the calendar year in which such gift is made (or 60 days following the gift, if later), and (iii) the first day of the subsequent calendar year. A donor may deny any Beneficiary the right of withdrawal with respect to a gift. To the extent of this right of withdrawal, each Beneficiary of such trust may be said to have a direct economic interest in trust assets, including, if applicable, securities of the Issuer which may be contributed as a gift to the 2009 Family Trusts. Currently, no portion of trust assets may be withdrawn by any Beneficiary pursuant to the right of withdrawal.

Except to the extent of the right of withdrawal, each Beneficiary of the 2009 Family Trusts has only a contingent economic interest in the securities of the Issuer held by the 2009 Family Trusts because Lawrence J. Dolan and David M. Dolan, as 2009 Family Trustees thereof, have the sole discretion to distribute or accumulate the income and the sole discretion to distribute the principal of the 2009 Family Trusts to each Beneficiary.

The following table lists each 2009 Family Trust's name and the names of its beneficiaries (each a "Current Beneficiary").

<u>Name of Trust</u>	<u>Current Beneficiaries</u>
CFD 2009 Family Trust FBO James L. Dolan	James L. Dolan and his descendants
CFD 2009 Family Trust FBO Patrick F. Dolan	Patrick F. Dolan and his descendants
CFD 2009 Family Trust FBO Thomas C. Dolan	Thomas C. Dolan
CFD 2009 Family Trust FBO Kathleen M. Dolan	Kathleen M. Dolan and her descendants
CFD 2009 Family Trust FBO Marianne Dolan Weber	Marianne Dolan Weber and her descendants
CFD 2009 Family Trust FBO Deborah A. Dolan-Sweeney	Deborah A. Dolan-Sweeney and her descendants

Each of Lawrence J. Dolan and David M. Dolan (each, a "2010 Grandchildren Trustee" and together, the "2010 Grandchildren Trustees") is currently a trustee of the Charles F. Dolan 2010 Grandchildren Trusts (the "2010 Grandchildren Trusts"). The property held in the 2010 Grandchildren Trusts is held in five separate trusts, such that there is one trust in respect of the descendants, respectively, of each of the following children of Charles F. Dolan: James L. Dolan, Patrick F. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan-Sweeney. The beneficiaries of each trust are the descendants of each child for whom the trust was set apart (collectively, the "Beneficiaries"). As a 2010 Grandchildren Trustee, Lawrence J. Dolan has the shared power to vote and dispose of any shares held by the 2010 Grandchildren Trusts. David M. Dolan, as a 2010 Grandchildren Trustee, shares the power to vote and dispose of any shares held by the 2010 Grandchildren Trusts.

Distributions of income and principal of each 2010 Grandchildren Trust can be made in the discretion of Lawrence J. Dolan and David M. Dolan, as 2010 Grandchildren Trustees, to any one or more of the Beneficiaries of each such trust, without equality of treatment. After the death or incompetence of both Charles F. Dolan and Helen A. Dolan, each child of Charles F. Dolan will have the power to appoint additional or successor Trustees (not including himself or herself) and to remove Trustees with respect to the 2010 Grandchildren Trust for the benefit of his or her descendants. After the death of a child of Charles F. Dolan, a majority of the adult descendants of that child will have the power to appoint additional or

successor Trustees (including themselves) and to remove Trustees with respect to the 2010 Grandchildren Trust for their benefit. In the event that a Beneficiary becomes a Trustee of the 2010 Grandchildren Trust of which he or she is a beneficiary, distributions of income and principal from such trust will be made in the discretion of the non-beneficiary Trustee. Charles F. Dolan has the right to substitute assets with each of the 2010 Grandchildren Trusts, subject to the 2010 Grandchildren Trustees' reasonable satisfaction that the substitute assets received by the trust are of equal value to the trust property exchanged therefor.

Upon the death of the last surviving Beneficiary of a 2010 Grandchildren Trust, the 2010 Grandchildren Trustees will distribute any remaining trust principal to the other 2010 Grandchildren Trusts for the benefit of the then living descendants of Charles F. Dolan's children. If there are no such living descendants, the trust principal will be distributed to the Dolan Family Foundation or any successor thereto or, if it is not then in existence, then to a charitable organization.

Each Beneficiary has a right of withdrawal with respect to certain contributions made to the trust of which he or she is a beneficiary that constitute a gift within the meaning of Chapter 12 of the Internal Revenue Code, and that do not exceed the gift tax exclusion found in Section 2503(b) of the Code. If the right of withdrawal is not exercised, such right lapses with respect to all or a certain portion of such gift on each of the following dates: (i) 30 days following Charles F. Dolan's death, (ii) the last day of the calendar year in which such gift is made (or 60 days following the gift, if later), and (iii) the first day of the subsequent calendar year. A donor may deny any Beneficiary the right of withdrawal with respect to a gift. To the extent of this right of withdrawal, each Beneficiary of such trust may be said to have a direct economic interest in trust assets, including, if applicable, securities of the Issuer which may be contributed as a gift to the 2010 Grandchildren Trusts. Currently, no portion of trust assets may be withdrawn by any Beneficiary pursuant to the right of withdrawal.

Except to the extent of the right of withdrawal, each Beneficiary of the 2010 Grandchildren Trusts has only a contingent economic interest in any securities of the Issuer held by the 2010 Grandchildren Trusts because Lawrence J. Dolan and David M. Dolan, as 2010 Grandchildren Trustees have the sole discretion to distribute or accumulate the income and the sole discretion to distribute the principal of the 2010 Grandchildren Trusts to the Beneficiaries.

## JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree that the Statement on Schedule 13D to which this exhibit is attached is filed on behalf of each of them.

Date: July 5, 2011

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

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\_\_\_\_\_  
Charles F. Dolan

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

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Helen A. Dolan

JAMES L. DOLAN, individually

/s/ James L. Dolan

\_\_\_\_\_  
James L. Dolan

THOMAS C. DOLAN, individually

/s/ Thomas C. Dolan

\_\_\_\_\_  
Thomas C. Dolan

PATRICK F. DOLAN, individually

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\_\_\_\_\_  
Patrick F. Dolan

MARIANNE DOLAN WEBER, individually

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Marianne Dolan Weber

DEBORAH A. DOLAN-SWEENEY, individually

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Deborah A. Dolan-Sweeney

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KATHLEEN M. DOLAN, individually, and as a Trustee of the Charles F. Dolan Children Trust FBO Kathleen M. Dolan, the Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney, the Charles F. Dolan Children Trust FBO Marianne Dolan Weber, the Charles F. Dolan Children Trust FBO Patrick F. Dolan, the Charles F. Dolan Children Trust FBO Thomas C. Dolan and the Charles F. Dolan Children Trust FBO James L. Dolan, and as Trustee of the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

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Kathleen M. Dolan

LAWRENCE J. DOLAN, not individually but as a Trustee of the Charles F. Dolan 2009 Family Trust FBO James L. Dolan, the Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan, the Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan, the Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan, the Charles F. Dolan 2009 Family Trust FBO Marianne Dolan Weber, the Charles F. Dolan 2009 Family Trust FBO Deborah A. Dolan-Sweeney, the CFD 2010 Grandchildren Trust FBO Descendants of Kathleen M. Dolan, the CFD 2010 Grandchildren Trust FBO Descendants of Deborah A. Dolan-Sweeney, the CFD 2010 Grandchildren Trust FBO Descendants of Marianne E. Dolan Weber, the CFD 2010 Grandchildren Trust FBO Descendants of Patrick F. Dolan and the CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan

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Lawrence J. Dolan

DAVID M. DOLAN, not individually but as a Trustee of the Charles F. Dolan 2009 Family Trust FBO James L. Dolan, the Charles F. Dolan 2009 Family Trust FBO Thomas C. Dolan, the Charles F. Dolan 2009 Family Trust FBO Patrick F. Dolan, the Charles F. Dolan 2009 Family Trust FBO Kathleen M. Dolan, the Charles F. Dolan 2009 Family Trust FBO Marianne

Dolan Weber, the Charles F. Dolan 2009 Family Trust  
FBO Deborah A. Dolan-Sweeney, the CFD 2010  
Grandchildren Trust FBO Descendants of Kathleen M.  
Dolan, the CFD 2010 Grandchildren Trust FBO  
Descendants of Deborah A. Dolan-Sweeney, the CFD  
2010 Grandchildren Trust FBO Descendants of Marianne  
E. Dolan Weber, the CFD 2010 Grandchildren Trust FBO  
Descendants of Patrick F. Dolan and the CFD 2010  
Grandchildren Trust FBO Descendants of James L. Dolan

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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

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Paul J. Dolan

MATTHEW J. DOLAN, not individually but 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

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Matthew J. Dolan

MARY S. DOLAN, not individually but as a Trustee of  
the Charles F. Dolan Children Trust FBO Deborah Dolan-  
Sweeney and the Charles F. Dolan Children Trust FBO  
Patrick F. Dolan

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Mary S. Dolan

\*By: /s/ Brian G. Sweeney  
Brian G. Sweeney  
As Attorney-in-Fact



**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber and Brian G. Sweeney, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

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The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ CHARLES F. DOLAN  
Charles F. Dolan

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
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- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ HELEN A. DOLAN  
Helen A. Dolan

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ PATRICK F. DOLAN

Patrick F. Dolan

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
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- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ KATHLEEN M. DOLAN

Kathleen M. Dolan



**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ DEBORAH A. DOLAN-SWEENEY  
Deborah A. Dolan-Sweeney

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
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- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ MARIANNE DOLAN WEBER

Marianne Dolan Weber

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ MARY S. DOLAN

Mary S. Dolan

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

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The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ MATTHEW J. DOLAN

\_\_\_\_\_  
Matthew J. Dolan



**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ DAVID M. DOLAN

David M. Dolan

**POWER OF ATTORNEY**

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan

**POWER OF ATTORNEY**

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

By: /s/ PAUL J. DOLAN

Paul J. Dolan

**POWER OF ATTORNEY**

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CHARLES F. DOLAN CHILDREN TRUST FBO  
JAMES L. DOLAN

By: /s/ KATHLEEN M. DOLAN \_\_\_\_\_  
Kathleen M. Dolan, Trustee

By: /s/ PAUL J. DOLAN \_\_\_\_\_  
Paul J. Dolan, Trustee

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**POWER OF ATTORNEY**

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN CHILDREN TRUST FBO  
THOMAS C. DOLAN

By: /s/ KATHLEEN M. DOLAN \_\_\_\_\_  
Kathleen M. Dolan, Trustee

By: /s/ MATTHEW J. DOLAN \_\_\_\_\_  
Matthew J. Dolan, Trustee

**POWER OF ATTORNEY**

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CHARLES F. DOLAN CHILDREN TRUST FBO  
PATRICK F. DOLAN

By: /s/ KATHLEEN M. DOLAN  
Kathleen M. Dolan, Trustee

By: /s/ MARY S. DOLAN  
Mary S. Dolan, Trustee

**POWER OF ATTORNEY**

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CHARLES F. DOLAN CHILDREN TRUST FBO  
KATHLEEN M. DOLAN

By: /s/ KATHLEEN M. DOLAN  
Kathleen M. Dolan, Trustee

By: /s/ PAUL J. DOLAN  
Paul J. Dolan, Trustee

**POWER OF ATTORNEY**

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CHARLES F. DOLAN CHILDREN TRUST FBO  
MARIANNE DOLAN WEBER

By: /s/ KATHLEEN M. DOLAN \_\_\_\_\_  
Kathleen M. Dolan, Trustee

/s/ MATTHEW J. DOLAN \_\_\_\_\_  
Matthew J. Dolan, Trustee



**POWER OF ATTORNEY**

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The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN CHILDREN TRUST FBO  
DEBORAH DOLAN-SWEENEY

By: /s/ KATHLEEN M. DOLAN  
Kathleen M. Dolan, Trustee

By: /s/ MARY S. DOLAN  
Mary S. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of

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the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2009 FAMILY TRUST FBO  
JAMES L. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2009 FAMILY TRUST FBO  
THOMAS C. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2009 FAMILY TRUST FBO  
PATRICK F. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee



**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2009 FAMILY TRUST FBO  
KATHLEEN M. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2009 FAMILY TRUST FBO  
MARIANNE DOLAN WEBER

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2009 FAMILY  
TRUST FBO DEBORAH A. DOLAN-SWEENEY

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

TARA DOLAN 1989 TRUST

By: /s/ KATHLEEN M. DOLAN

\_\_\_\_\_  
Kathleen M. Dolan, Trustee



**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

RYAN DOLAN 1989 TRUST

By: /s/ KATHLEEN M. DOLAN

\_\_\_\_\_  
Kathleen M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CFD 2010 GRANDCHILDREN TRUST FBO  
DESCENDANTS OF JAMES L. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by

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virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CFD 2010 GRANDCHILDREN TRUST FBO  
DESCENDANTS OF PATRICK F. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CFD 2010 GRANDCHILDREN TRUST FBO  
DESCENDANTS OF KATHLEEN M. DOLAN

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee



**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CFD 2010 GRANDCHILDREN TRUST FBO  
DESCENDANTS OF MARIANNE E. DOLAN WEBER

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

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the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

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From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CFD 2010 GRANDCHILDREN TRUST FBO  
DESCENDANTS OF DEBORAH A. DOLAN-SWEENEY

By: /s/ LAWRENCE J. DOLAN  
Lawrence J. Dolan, Trustee

By: /s/ DAVID M. DOLAN  
David M. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of

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the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

CHARLES F. DOLAN 2011 GRANTOR RETAINED  
ANNUITY TRUST #1C

By: /s/ CHARLES F. DOLAN  
Charles F. Dolan, Trustee

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of William A. Frewin, Marianne Dolan Weber, Brian G. Sweeney, and Charles F. Dolan, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director, beneficial owner and/or trustee of stock of AMC Networks Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 13 Schedule or a Section 16 Form electronically (a "Form ID", and, together with a Section 13 Schedule and Section 16 Form, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he may approve in his discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of

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the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 6th day of June, 2011.

HELEN A. DOLAN 2011 GRANTOR RETAINED  
ANNUITY TRUST #1C

By: /s/ HELEN A. DOLAN  
Helen A. Dolan, Trustee



AMC NETWORKS INC.  
CLASS B STOCKHOLDERS' AGREEMENT  
dated June 9, 2011

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CLASS B STOCKHOLDERS' AGREEMENT

Class B Stockholders' Agreement (as amended from time to time, the "Agreement"), dated as of June 9, 2011, by and among each of the signatories hereto and each Person who becomes a party to this Agreement in accordance with Section 13.5 hereof.

WITNESSETH:

WHEREAS, each of the Class B Stockholders listed on Schedule A hereto is currently the record owner of Shares, in the amounts set forth next to such stockholder's name on such schedule;

WHEREAS, the Shares owned by most of the individual Class B Stockholders represent only a small portion of the voting power of all of the outstanding shares of common stock of AMC Networks Inc., a Delaware corporation ("AMC"), but, collectively, the Shares owned by all the Class B Stockholders represent a significant portion of such voting power;

WHEREAS, each of the Class B Stockholders, each of the trustees (each individually, a "Trustee" and collectively, the "Trustees") of the Class B Stockholders which are trusts (each such trust, a "Class B Trust" and collectively, the "Class B Trusts") and each of the Members (as defined in Section 2.1) believes that it is in the best long-term interests of the Class B Stockholders and the beneficiaries of the Class B Trusts to consolidate and unify the voting, management and control power represented by the Shares, to qualify AMC as a "controlled company" under the listing standards of the NASDAQ Global Market and to ensure the continued control of AMC by the family of Charles F. Dolan;

WHEREAS, each of the agreements establishing the respective Class B Trusts provides, in part, that the Trustee or Trustees of each of such Class B Trusts may enter into this Agreement on behalf of such Class B Trusts, and each such Trustee has been duly authorized, on behalf of such Class B Trusts, to enter into, execute and deliver this Agreement and perform all of the obligations contained herein, including, without limitation, those provisions with respect to the voting and transfer of Shares;

WHEREAS, at a meeting of the Board of Directors of AMC (the "Board"), held on June 6, 2011, the Board approved the Agreement and the entering into the Agreement by each of the Class B Stockholders listed on Schedule A hereto;

WHEREAS, certain capitalized terms used herein are defined in Section 14.

NOW THEREFORE, in consideration of the premises and of the mutual promises and agreements contained herein, the Class B Stockholders and the Members agree as follows:

Section 1. Voting Arrangements.

1.1. On any matter on which any Shares are entitled to vote, each Class B Stockholder shall vote all of the respective Shares over which such Class B Stockholder has voting control and shall take all other necessary or desirable actions within such respective Class B Stockholder's control (including in his or her capacity as a stockholder, trustee or otherwise, and including, without limitation, attendance at meetings in person or by proxy for purposes of obtaining a quorum and/or execution of written consents in lieu of meetings) to vote all such Shares that may be voted on such matter as follows:

(a) prior to the death or Permanent Incapacity of both Charles F. Dolan and Helen A. Dolan (the "Transition Time"), in accordance with the determination of a majority of the Shares voted at a meeting of the Class B Stockholders; provided that (i) at least a majority of the then outstanding Shares is represented at such meeting (including by proxy), (ii) all Class B Stockholders have been duly notified, or have waived notice, of such meeting in accordance with the provisions set forth in Section 4.2 (in analogous application thereof), (iii) such meeting may be attended telephonically or by other means by virtue of which all persons participating in the meeting can hear each other and (iv) notwithstanding the foregoing, any action required or permitted to be taken at any meeting of the Class B Stockholders may be taken without a meeting if holders representing a majority of the then outstanding Class B common stock of AMC ("Class B Common Stock") consent thereto in writing (such a majority, the "Class B Majority");

(b) after the Transition Time,

(i) in accordance with the determination of the Dolan Family Committee, acting by Majority Vote, except in the case of (x) a vote on a Going-Private Transaction, in which case acting by a Two-Thirds Majority Vote (it being understood and agreed that nothing in this Agreement shall be construed to require any Class B Stockholder to participate, directly or indirectly, as a buyer in any Going-Private Transaction) and (y) a vote on a transaction that would result in a Change in Control, in which case acting by a Supermajority Vote; provided that, with respect to any Excluded Trust, the decisions of the Dolan Family Committee will be deemed non-binding recommendations and nothing in this Section 1.1(b)(i) shall require the Trustees of the Excluded Trusts to act in accordance with the determination of the Dolan Family Committee; and

(ii) with respect to any Excluded Trusts, in accordance with the determination of Excluded Trusts holding a majority of the Shares held by all of the Excluded Trusts, except in the case of a vote on a Going-Private Transaction or a transaction that would result in a Change of Control, in which case in accordance with the determination of Excluded Trusts holding two-thirds of the Shares held by all of the Excluded Trusts, in each case that are voted at a meeting of the Excluded

Trusts; provided that (w) at least a majority of the then outstanding Shares held by all of the Excluded Trusts is represented at such meeting (including by proxy), (x) all Excluded Trusts have been duly notified, or have waived notice, of such meeting in accordance with the provisions set forth in Section 4.2 (in analogous application thereof), (y) such meeting may be attended telephonically or by other means by virtue of which all persons participating in the meeting can hear each other and (z) notwithstanding the foregoing, any action required or permitted to be taken at any meeting of the Excluded Trusts may be taken without a meeting if Excluded Trusts representing a majority of the then outstanding Shares held by all of the Excluded Trusts consent thereto in writing.

1.2. In order to secure each Class B Stockholder's obligation to vote its, his or her Shares in accordance with the provisions of Section 1.1, each Class B Stockholder hereby appoints such person as shall be designated in connection with each vote pursuant to Section 1.1 by the Class B Majority or the Dolan Family Committee, as the case may be (such person, the "Applicable Proxy"), as its, his or her true and lawful proxy and attorney-in-fact, with full power of substitution, to vote all of such Class B Stockholder's Shares as provided for in Section 1.1; provided that the irrevocable proxy granted hereunder by the Excluded Trusts shall terminate at the Transition Time. The Applicable Proxy may exercise the irrevocable proxy granted to it hereunder at any time any Class B Stockholder fails to comply with the provisions of Section 1.1. The proxies and powers granted by each Class B Stockholder pursuant to this Section 1.2 are coupled with an interest and are given to secure the performance of the obligations under this Agreement. Such proxies and powers will be irrevocable until terminated as provided in this Section 1.2 or the termination of this Agreement and will survive the death, incompetency and disability of each Class B Stockholder who is an individual and the existence of each Class B Stockholder that is a trust or other entity. It is understood and agreed that the Applicable Proxy will not use such irrevocable proxy unless a Class B Stockholder fails to comply with Section 1.1 and that, to the extent the Applicable Proxy uses such irrevocable proxy, it will only vote such Shares with respect to the matters specified in, and in accordance with the provisions of, Section 1.1.

1.3. In the event any action is taken by written consent pursuant to Section 1.1(a) or Section 1.1(b)(ii), the other Class B Stockholders or Excluded Trusts, as the case may be, shall be promptly notified of such written consent and such written consent shall be filed with the minutes of the proceedings of the Class B Stockholders or Excluded Trusts, as the case may be.

1.4. After the Transition Time, the Trustees of the Excluded Trusts will discuss their voting intentions with the Dolan Family Committee in advance of any vote by the Class B Stockholders.

Section 2. The Dolan Family Committee.

2.1. The Class B Stockholders hereby create a committee to exercise, to the extent and in the manner provided herein, certain voting, management and control powers over the Class B Common Stock (the "Dolan Family Committee"), which shall initially consist of eight members (each individually, a "Member", and collectively, the "Members").

2.2. The Class B Stockholders hereby designate Charles F. Dolan, Helen A. Dolan, Kathleen M. Dolan, Deborah A. Dolan-Sweeney, Marianne Dolan Weber, Patrick F. Dolan, Thomas C. Dolan and James L. Dolan as the initial Members, each of whom hereby accepts such designation and hereby agrees to act as a Member hereunder.

2.3. The Dolan Family Committee shall make all reasonable efforts to meet and discuss any matter to be voted on by the Class B Stockholders prior to the taking of such vote.

2.4. Each Member, other than Charles F. Dolan and Helen A. Dolan, shall have the power to designate, by an instrument in writing, a person or a series of persons to act as his or her successor or consecutive successors as a Member; provided that (a) no designation by any Member shall be inconsistent with designations made by a former Member who is a predecessor of such Member and (b) except with the prior consent of the Dolan Family Committee, acting by Majority Vote (excluding the vote of the Member wishing to make such designation), no person shall be designated as a successor Member unless such person is (i) the designating Member's spouse, (ii) an Adult child of such designating Member, or (iii) in the case of a designation by a Member that will take effect upon such Member's death or Permanent Incapacity, an Interim Member, but only if such designation of an Interim Member is conditioned on such Member not being survived by a spouse or Adult child. Once a child of a Member who appointed an Interim Member has become an Adult, such child shall have the right to remove and replace such Interim Member. The power of a Member to designate successor Members shall include, without limitation, the power to designate a temporary successor Member pending a descendant of such designating Member becoming an Adult. Subject to a Member's right to replace any such successor Member pursuant to this Section 2.4, any such instrument of designation shall become effective according to its terms and shall be revocable at any time prior to the qualification of the designee. In the event that there shall be more than one instrument executed by the same person designating a successor Member, then the instrument that shall bear the most recent date and shall be unrevoked shall govern. Each former Member shall have the power, until his or her death or Permanent Incapacity, to replace any successor Member of such Member (including, without limitation, a temporary successor Member) by designating, in accordance with this Section 2.4, another person, which may be such former Member, as his or her successor Member. For the avoidance of doubt, the voting rights of any Interim Member on the Dolan Family Committee shall be in addition to any rights such person otherwise has as a Member.

2.5. Any Member acting hereunder may resign at any time and for any reason by a written notice delivered to the other Members, to any former Member that is a predecessor of such Member and to the designated successor Member of such Member, if any.

2.6. In the event of the death, resignation or other failure to act of a Member other than Charles F. Dolan or Helen A. Dolan, or in the event of a court appointing a conservator, committee or guardian for such Member, and in the event that any such vacancy shall not be filled pursuant to the exercise of such Member's, or one of such Member's predecessor's, power to designate his or her successor Member, as provided for in Section 2.4, then the successor Member to such Member shall be an individual designated by the trustees of the Applicable Member's Trusts, acting unanimously; provided that (a) the prior consent of the Dolan Family Committee, acting by Majority Vote (excluding the vote of the relevant Member, if any), shall be required for the appointment of any successor Member who could not have been appointed by such Member without such consent pursuant to Section 2.4(b) and (b) if such Member is survived by a child, such child shall have the right at any time after such child has become an Adult to remove and replace any successor Member appointed pursuant to this sentence or, if no such successor Member has been appointed, to appoint a successor Member. If at any time no successor Member to such Member shall have been appointed pursuant to the provisions of this Section 2, then, unless and until such a successor Member shall have been appointed, such Member shall have no successor Member and such Member shall cease to be a Member and, unless and until such successor Member has been appointed, the Dolan Family Committee shall consist of the remaining Members.

2.7. Notwithstanding Section 2.6, if any Sibling Member or successor Member is no longer deemed to own any Shares, as determined in accordance with Section 3.1 of this Agreement, then such Member shall cease to be a Member and thereafter the Dolan Family Committee shall consist of the remaining Members.

2.8. Any rights hereunder of any Adult child of a Member who has died or become Permanently Incapacitated shall be exercised collectively by all such Adult children, acting by majority vote.

### Section 3. Voting and Powers of the Dolan Family Committee.

3.1. After the Transition Time, each Member shall be entitled to one vote on all matters to be voted on by the Dolan Family Committee; provided that (i) if at any time a Member's ownership of Shares decreases to less than 50% of such Member's Class B Baseline Share Ownership at that time, such Member will not be entitled to a vote, and (ii) if at any time a Member's ownership of Shares increases, solely as a result of purchases of Shares from other Class B Stockholders, to at least 50% more than such Member's Class B Baseline Share Ownership at that time, such Member will be entitled to one additional vote.

For purposes of this Section 3, each Member shall be deemed to own the Shares that are owned by the Sibling Group of such Member or, if such Member is not a Sibling Member, such Member's predecessor who was a Sibling Member.

3.2. In the event of a tie vote of the Dolan Family Committee on a decision that requires a Majority Vote, the Dolan Family Committee will act (including making recommendations to the Trustees of the Excluded Trusts pursuant to Section 1.1(b)) by majority vote of the Shares then deemed to be owned by the Members, determined as provided in Section 3.1.

3.3. After the Transition Time, in addition to the powers granted in this Agreement, the Dolan Family Committee, acting by Majority Vote, shall have the power to:

(a) appoint an Applicable Proxy at such time as is specified in Section 1.2 of this Agreement;

(b) bring, maintain and defend suits, whether in law or in equity, and to settle, compromise, agree to arbitrate and be bound thereby, and to take any action believed by the Dolan Family Committee to be necessary or advisable to exercise the powers and duties of the Dolan Family Committee under this Agreement; and

(c) employ and pay reasonable compensation to such agents, advisors, accountants, attorneys and investment counsel as may be necessary or desirable in carrying out the duties and powers of the Dolan Family Committee.

#### Section 4. Meetings of the Dolan Family Committee.

4.1. A meeting of the Dolan Family Committee may be called by Dolan Approval, prior to the Transition Time, and, thereafter, by any two Members, in each case by giving notice thereof to the other Members in accordance with the provisions of this Section 4.

4.2. Notice of any meeting of the Dolan Family Committee shall be deemed to be duly given to a Member (i) if mailed to such Member at least 10 days before the day on which such meeting is to be held, or (ii) if sent to such Member by facsimile or electronic mail not later than three days before the day on which such meeting is to be held, or (iii) if delivered to the Member personally or orally, by telephone or otherwise, not later than two days before the day on which such meeting is to be held. Notice of any meeting of the Dolan Family Committee need not be given to any Member if waived by the Member in writing, whether before or after the holding of such meeting, or if such Member is present at such meeting. Any meeting of the Dolan Family Committee shall be a legal meeting without any notice thereof having been given if each Member then in office either is present at such meeting or has waived notice of such meeting.



4.3. At all meetings of the Dolan Family Committee, the presence of a majority of the Dolan Family Committee, whether in person or by proxy (granted in accordance with Section 4.4), shall constitute a quorum for the transaction of business. Except as otherwise expressly provided for in this Agreement, any act of the Dolan Family Committee shall be taken by Majority Vote.

4.4. A Member may authorize (a) such Member's spouse or any Adult child of such Member, in each case if such Member is a descendant of Charles F. Dolan, (b) any Current Trustee, (c) any other Member or (d) any other person approved by the Dolan Family Committee, acting by Majority Vote (excluding the vote of such Member), to act for him or her (including to attend and vote at a meeting of the Dolan Family Committee or to consent or dissent to an action of the Dolan Family Committee without a meeting) by proxy. Every such proxy must be in writing and signed by the Member. Every such proxy shall be revocable at the pleasure of the Member executing it.

4.5. A majority of the Members present, whether or not a quorum is present, may adjourn any meeting of the Dolan Family Committee to another time or place. No notice need be given of any adjournment meeting unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 4.2 above shall be given to each Member.

4.6. Any action required or permitted to be taken at any meeting of the Dolan Family Committee may be taken without a meeting if consented thereto in writing by Members with the sufficient number of votes to constitute the approval required for such action, and such writing or writings are filed with the minutes of proceedings of the Dolan Family Committee.

4.7. To the extent consistent with the provisions of this Agreement, the Dolan Family Committee may adopt rules and regulations for the conduct of meetings of the Dolan Family Committee.

4.8. Members may participate in a meeting of the Dolan Family Committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

4.9. Notice shall be sent to all Members and Class B Stockholders, to the addresses set forth in Schedule B (or to such other address as the party entitled to such notice shall hereafter designate), of any action taken pursuant to a vote of the Dolan Family Committee, whether such action is taken at a meeting or by action by written consent.

Section 5. Transfers.

5.1. Power of Transfer. Subject to the provisions of the Dolan Children Trusts Registration Rights Agreement, to the extent applicable, this Agreement and any applicable federal or state securities laws, each of the Class B Stockholders shall have the right, with respect to all or a portion of the Shares owned by such Class B Stockholder, either individually or grouped with other Class B Stockholders to sell, transfer, assign, pledge, encumber or otherwise dispose of, including in connection with the death of such Class B Stockholder ("Transfer"), any such Shares.

5.2. Transfer Restrictions. Notwithstanding any of the rights set forth in this Section 5, no Class B Stockholder, other than Charles F. Dolan, Helen A. Dolan and any trust of which either of them is a trustee, may Transfer any or all of its Shares other than to a Permitted Holder unless:

(a) if, as a result of such Transfer, there would be a Change in Control of AMC, such Class B Stockholder shall have received the Dolan Approval, prior to the Transition Time, and, thereafter, the approval of the Dolan Family Committee, acting by Supermajority Vote, for such Transfer;

(b) each share of Class B Common Stock being transferred is first converted into one share of AMC Class A common stock ("Class A Common Stock") prior to such Transfer, unless (i) such Transfer is a pledge or encumbrance of such Shares and complies with Section 5.9(a), or (ii) otherwise agreed by Dolan Approval, prior to the Transition Time, and, thereafter, the approval of the Dolan Family Committee, acting by Two-Thirds Majority Vote (excluding the vote of any Member requesting such Transfer); and

(c) such Class B Stockholder complies with all other applicable provisions of this Section 5.

5.3. Market Sale.

(a) In the event a Class B Stockholder (the "Initial Market Sale Seller") proposes to sell any Shares (the "Initial Market Sale Shares") owned by it in a Market Sale, unless such sale is an Exempted Sale by such Class B Stockholder, such Initial Market Sale Seller must first provide notice (the "Market Sale Notice") to the other Class B Stockholders (the "Market Sale Offerees"), each of which shall have the right, exercisable within five Business Days after receipt of the Market Sale Notice, to (i) purchase the Initial Market Sale Shares owned by the Initial Market Sale Seller for a price per Share equal to 97% of the average closing price of shares of Class A Common Stock over the four week period prior to the date of the Market Sale Notice (the "Market Sale Price"), or (ii) participate in the Market Sale with the Initial Market Sale Seller. For the avoidance of doubt, (x) any Market Sale that

would result in a Change in Control shall require the approval described in Section 5.2(a) and (y) any Market Sale Shares (as defined below) that are sold in a Market Sale shall first be converted into shares of Class A Common Stock, and any Market Sale Shares that are sold to a Class B Stockholder pursuant to this Section 5.3 shall not be converted into shares of Class A Common Stock.

(b) If any Market Sale Offeree elects to participate in the Market Sale (a "Market Sale Participant") and, together with the Initial Market Sale Seller, the "Market Sale Sellers") as provided in Section 5.3(a)(ii), such Market Sale Offeree shall provide notice (the "Second Market Sale Notice") to the other Class B Stockholders (other than the Initial Market Sale Seller), each of which will have the right, exercisable within five Business Days after receipt of the Second Market Sale Notice to purchase the Shares to be sold by such Market Sale Participant in the Market Sale ("Market Sale Tag Along Shares") and, together with the Initial Market Sale Shares, the "Market Sale Shares") for the Market Sale Price.

(c) If the Market Sale Offerees have not elected to purchase all the Market Sale Shares within the applicable election periods, each Market Sale Offeree that elected to purchase Market Sale Shares shall be provided an additional three Business Days, after the expiration of such election periods, to elect to purchase the remaining Market Sale Shares. If the offer to sell the Market Sale Shares in a Market Sale is oversubscribed at the expiration of any election period, such Market Sale Shares and the Market Sale Price in respect thereof will be allocated on a *pro rata* basis among the Market Sale Offerees which have elected to purchase Market Sale Shares so that such electing Market Sale Offeree will purchase a portion of the Market Sale Shares which bears the same ratio to the Market Sale Shares as the Shares of each electing Market Sale Offeree bear to the total number of Shares owned collectively by all such electing Market Sale Offerees, or as may otherwise be agreed among such electing Market Sale Offerees, provided that no Market Sale Offeree that elects to purchase Market Sale Shares will be required to purchase more Market Sale Shares than the amount set forth in its election.

(d) If the Market Sale Offerees have elected to purchase less than all of the Market Sale Shares, the Market Sale Shares to be sold to the Market Sale Offerees shall be apportioned as set forth in this Section 5.3(d). Each Market Sale Offeree shall purchase from each Market Sale Seller a number of Shares equal to the product of (i) the number of Shares such Market Sale Offeree has elected to purchase and (ii) the quotient obtained by dividing (x) the number of Market Sale Shares that such Market Sale Seller offered for sale by (y) the total number of Market Sale Shares that all of the Market Sale Sellers offered for sale, rounded down to the nearest whole number, or as may otherwise be agreed among such Market Sale Offerees and the sellers.

(e) In the event the number of Aggregated Market Sale Shares that Market Sale Offerees have not elected to purchase pursuant to this Section 5.3 exceeds the Rule 144 Threshold on the expiration date of the election periods under Section 5.3(c), the number of

Shares to be sold by the holders of such Aggregated Market Sale Shares shall be reduced so that each such holder is entitled to sell in the Market Sale a number of Shares equal to the product of (i) the Rule 144 Threshold and (ii) the fraction determined by dividing (x) the total number of Aggregated Market Sale Shares owned by such holder as of such date by (y) the total number of Aggregated Market Sale Shares, or as may otherwise be agreed among such Market Sale Offerees.

(f) Subject to Section 5.3(g) and Section 5.3(h), the closing of the sale to the Market Sale Offerees pursuant to a Market Sale will be held as soon as practicable after the expiration of all of the applicable election periods under Section 5.3(c), and, in any event, no later than (i) 30 days after such expiration, if the value of such Market Sale Shares is less than \$100 million, and (ii) 60 days after such expiration, if the value of such Market Shares is more than \$100 million (the “Market Sale Scheduled Closing Date”). Contemporaneously with such closing, each Market Sale Seller will deliver a certificate or certificates representing the Market Sale Shares, properly endorsed for transfer and with all necessary transfer or documentary stamps, if any, affixed or if the Market Sale Shares are not certificated, the Market Sale Seller will cause such Shares to be transferred by book-entry transfer or other similar means, and in each case free and clear of all liens, restrictions or encumbrances against receipt from each purchasing Market Sale Offeree of the Market Sale Price or allocable portion thereof in cash or by certified or bank cashier’s check or wire or interbank transfer of funds.

(g) The obligation of a Market Sale Seller and a purchasing Market Sale Offeree to proceed with the closing on the Market Sale Scheduled Closing Date and the obligation to consummate a sale prior to the Market Sale Expiration Date will be conditioned upon and the Market Sale Scheduled Closing Date or the Market Sale Expiration Date, as applicable, will be extended to a date which is five Business Days following the last to occur of (i) the expiration (or earlier termination) of any applicable waiting period and, if extended, the extended waiting period under the HSR Act, and (ii) the receipt of all governmental and regulatory consents, approvals or waivers that may be required in connection with the purchase and sale of the Market Sale Shares. Each Market Sale Seller and the purchasing Market Sale Offerees will use all reasonable efforts to cooperate with each other or with a third party to promptly make all filings, give all notices and secure all consents, approvals and waivers that may be required in connection with the purchase and sale of the Market Shares.

(h) Each Market Sale Seller will have the right (subject to Section 5.3(e)) beginning with the expiration of the last election period under Section 5.3(c) and continuing until 90 days thereafter or, if later, the last date for the closing of such purchase under Section 5.3(f) or Section 5.3(g) (such later date being the “Market Sale Expiration Date”), as applicable, to sell all Market Sale Shares that the Market Sale Offerees do not elect to purchase in a Market Sale. If such Market Sale Shares are not sold prior to the Market Sale Expiration Date, all rights to sell such Market Sale Shares pursuant to such Market Sale,

without making another offer to the Market Sale Offerees pursuant to this Section 5.3, will terminate and the provisions of this Section 5.3 will continue to apply to any proposed Market Sale (other than an Exempted Sale) in the future.

#### 5.4. Right of First Refusal.

(a) Prior to any proposed sale of Shares otherwise permitted pursuant to this Section 5, other than to a Permitted Holder or in a Market Sale, the Class B Stockholder proposing to sell such Shares (the “ROFR Transferor”) shall obtain a bona fide, non-collusive, binding arm’s-length written offer, subject only to customary conditions, with respect to the proposed sale (a “Third Party Offer”) from a third party that is not an affiliate of such ROFR Transferor (the “Third Party”), which the ROFR Transferor desires to accept. The Third Party Offer shall not be subject to unstated conditions or contingencies or be part of a larger transaction such that the price for the Shares proposed to be transferred in the Third Party Offer (the “Offered Shares”) does not accurately reflect the Fair Market Value of such Offered Shares, and the Third Party Offer shall contain a description of all of the consideration, material terms and conditions for the proposed sale. The ROFR Transferor shall send a copy of the Third Party Offer, which shall include the identity of the Third Party, to each of the Class B Stockholders (the “Offerees”), together with a written offer to sell the Offered Shares to the Offerees on the same terms and conditions, including the Third Party Price, as the Third Party Offer. For the avoidance of doubt, any Shares to be transferred to a Third Party pursuant to a Third Party Offer shall first be converted into shares of Class A Common Stock, and any Shares transferred to any Class B Stockholder upon the exercise of its rights in this Section 5.4 shall not be converted to shares of Class A Common Stock.

(b) Each Offeree will have 10 Business Days from the receipt of such written offer from the ROFR Transferor to give written notice to the ROFR Transferor of its, his or her respective election to purchase the Offered Shares. The ROFR Transferor will notify each Offeree as to the number of Offered Shares that other Class B Stockholders did not elect to purchase pursuant to this Section 5 within two Business Days following such election (the “Offeree Notice”).

(c) If the Offerees have not elected to purchase all the Offered Shares within the applicable election period, each Offeree that has so elected to purchase Offered Shares shall be provided an additional three Business Days from the expiration of such election period to elect to purchase the remaining Offered Shares. If the offer to sell the Offered Shares is oversubscribed at the expiration of any election period, such Offered Shares and the Third Party Price in respect thereof will be allocated on a *pro rata* basis among the Offerees which have elected to purchase Offered Shares so that each such electing Offeree will receive a portion of the Offered Shares which bears the same ratio to the Offered Shares as the Shares of such electing Offeree bear to the total number of Shares owned collectively by all such electing Offerees, or as may otherwise be agreed among such electing

Offerees, provided that no Offeree that elects to purchase Offered Shares will be required to purchase more Offered Shares than the amount set forth in its election.

(d) Subject to Section 5.4(e) and Section 5.4(f), the closing of the sale to the Offerees pursuant to an Offering will be held as soon as practicable after the expiration of all of the election periods under Section 5.4(c), and, in any event, no later than (i) 30 days after such expiration, if the value of such Offered Shares is less than \$100 million, and (ii) 60 days after such expiration, if the value of such Offered Shares is more than \$100 million (the “Scheduled Closing Date”). Contemporaneously with such closing, the ROFR Transferor will deliver a certificate or certificates representing the Offered Shares, properly endorsed for transfer and with all necessary transfer or documentary stamps, if any, affixed, or if the Offered Shares are not certificated, the ROFR Transferor will cause such Shares to be transferred by book-entry transfer or other similar means, in each case, free and clear of all liens, restrictions or encumbrances against receipt from each purchasing Offeree of the Third Party Price or allocable portion thereof in cash or by certified or bank cashier’s check or wire or interbank transfer of funds.

(e) The obligation of a ROFR Transferor and a purchasing Offeree to proceed with the closing on the Scheduled Closing Date and the obligation of a ROFR Transferor and a Third Party to consummate a sale prior to the Expiration Date will be conditioned upon and the Scheduled Closing Date or the Expiration Date, as applicable, will be extended to a date which is five Business Days following the last to occur of (i) the expiration (or earlier termination) of any applicable waiting period and, if extended, the extended waiting period under the HSR Act, and (ii) the receipt of all governmental and regulatory consents, approvals or waivers that may be required in connection with the purchase and sale of the Offered Shares. The ROFR Transferor and the purchasing Offerees will use all reasonable efforts to cooperate with each other or with a third party to promptly make all filings, give all notices and secure all consents, approvals and waivers that may be required in connection with the purchase and sale of the Offered Shares.

(f) Notwithstanding the provisions of Section 5.4(a) through (e), elections to purchase made by the Offerees will not be binding on the ROFR Transferor if (x) the Offerees have not elected, as provided in Section 5.4(c), to purchase all of the Offered Shares or (y) the Offerees have not closed on the purchase of all the Offered Shares by the Scheduled Closing Date (as such Scheduled Closing Date may be extended pursuant to Section 5.4(e)) in accordance with the terms hereof. In such event, no sales pursuant to such elections will be required to be made by the ROFR Transferor and the ROFR Transferor will have the right for a period of 120 days after the expiration of the last election period in Section 5.4(c) or, if later, the last date for the closing of such purchase under Section 5.4(d) or Section 5.4(e) (such later date being the “Expiration Date”), as appropriate, to sell all but not less than all of the Offered Shares, but only to the Third Party for a price (including any non-cash consideration in the Third Party Offer) and on terms no more favorable to the Third Party than the Third Party Price and the terms of the Third Party Offer. If such Offered

Shares are not sold prior to the Expiration Date, all rights to sell such Offered Shares pursuant to such Third Party Offer, without making another offer to the Offerees pursuant to this Section 5.4, will terminate and the provisions of this Section 5.4 will continue to apply to any proposed transfer in the future.

#### 5.5. Tag-Along Rights.

(a) Subject to Section 5.4, if one or more Class B Stockholders (the “Transferring Stockholders”) desire to sell any or all of their Shares, other than to a Permitted Holder or in a Market Sale, and such sale would result in a Change of Control (and has been approved as provided in Section 5.2(a)), each Class B Stockholder shall have the right to participate on the same terms and conditions and for the same per share consideration as the Transferring Stockholders in the sale in the manner set forth in this Section 5.5. If Class B Stockholders do not elect to purchase such Shares pursuant to Section 5.4, the Transferring Stockholders shall, prior to such sale, deliver to the other Class B Stockholders prompt written notice (the “Transfer Notice”), which notice shall state (i) the name of the proposed transferee, (ii) the number of Shares proposed to be transferred (the “Transferred Shares”) and the percentage (the “Tag Percentage”) that such number of Shares constitutes of the total number of Shares owned by such Transferring Stockholders, (iii) the proposed purchase price therefore, including a description of any non-cash consideration sufficiently detailed to permit the determination of the Fair Market Value thereof, and (iv) the other material terms and conditions of the proposed sale, including the proposed sale date (which date may not be less than 30 days after delivery of the Transfer Notice). Such notice shall be accompanied by a written offer from the proposed transferee to purchase the Transferred Shares, which offer may be conditioned upon the consummation of the sale by the Transferring Stockholders, or the most recent drafts of the purchase and sale documentation between the Transferring Stockholders and the transferee which shall make provision for the participation of the other Class B Stockholders in such sale consistent with this Section 5.5.

(b) Each Class B Stockholder may elect to participate in the proposed sale to the proposed transferee identified in the Transfer Notice by giving written notice to the Transferring Stockholders within the 10 Business Day period after the delivery of the Transfer Notice (any Class B Stockholder that so elects, a “Tag-Along Participant”), which notice shall state that such Tag-Along Participant elects to exercise its rights of tag-along under this Section 5.5 and shall state the maximum number of Shares sought to be transferred (which number may not exceed the product of (i) all such Shares owned by such Tag-Along Participant, multiplied by (ii) the Tag Percentage). Each Class B Stockholder shall be deemed to have waived its right of tag-along with respect to the Transferred Shares hereunder if it fails to give notice within the prescribed time period. The proposed transferee of Transferred Shares will not be obligated to purchase a number of Shares exceeding that set forth in the Transfer Notice, and in the event such transferee elects to purchase less than all of the additional Shares sought to be transferred by the Tag-Along Participants, the number of Shares to be transferred by the Transferring Stockholders and each such Tag-Along

Participant shall be reduced so that each such Class B Stockholder is entitled to sell its Pro Rata Portion of the number of Shares the proposed transferee elects to purchase (which in no event may be less than the number of Transferred Shares set forth in the Transfer Notice). For purposes of this Section 5.5, on the applicable sale date, "Pro Rata Portion" means, with respect to any Class B Stockholder, the number of Shares equal to the product of (x) the total number Shares that the proposed transferee elects to purchase and (y) the quotient determined by dividing (A) the total number of Shares owned by such Class B Stockholder as of such date by (B) the number of such Shares owned in the aggregate by the Transferring Stockholders and all Tag-Along Participants as of such date.

(c) Each Tag-Along Participant shall receive consideration in the same form and per Share amount after deduction of such Tag-Along Participant's proportionate share of the related expenses. Each Tag-Along Participant shall agree to make or agree to the same customary representations, covenants, indemnities and agreements as the Transferring Stockholders so long as they are made severally and not jointly and, among any Persons liable for a particular liability, such liability is borne by such Persons on a *pro rata* basis based the consideration contemplated by the related definitive agreement(s) to be received by such Person (with respect to each Class B Stockholder participating in a sale pursuant to this Section 5.5, the "Anticipated Proceeds"); provided that (i) any general indemnity given by the Transferring Stockholders or Tag-Along Participants for liabilities not specific to one or more of them shall be apportioned among them in accordance with their respective Anticipated Proceeds and with respect to each Tag-Along Participant shall not exceed such Tag-Along Participant's Anticipated Proceeds, and (ii) any representation relating specifically to a Class B Stockholder participating in a sale pursuant to this Section 5.5 and/or its ownership of Shares to be transferred shall be made only by that Class B Stockholder.

(d) The fees and expenses incurred in connection with a sale under this Section 5.5 and for the benefit of all Class B Stockholders participating in a sale pursuant to this Section 5.5 (it being understood that costs incurred by or on behalf of a Class B Stockholder for his, her or its sole benefit will not be considered to be for the benefit of all Class B Stockholders), to the extent not paid or reimbursed by the transferee or acquiring Person, shall be shared by all the Class B Stockholders participating in a sale pursuant to this Section 5.5 on a *pro rata* basis, based on each such Class B Stockholder's Anticipated Proceeds. The proposed sale date may be extended beyond the date described in the Transfer Notice to the extent necessary to obtain required approvals of any Governmental Body and other required approvals.

(e) Each Tag-Along Participant shall deliver to the transferee at the closing of the sale of the Transferred Shares to the transferee such Transferred Shares by book-entry transfer or other similar means, if such Transferred Shares are not certificated, or, if such Transferred Shares are certificated, certificates representing the Transferred Shares to be transferred by such Tag-Along Participant, duly endorsed for transfer or accompanied by



stock powers duly executed, in either case executed in blank or in favor of the applicable purchaser against payment of the aggregate purchase price therefor by wire transfer of immediately available funds.

(f) If the Transferring Stockholders sell or otherwise Transfer to the transferee any of their Shares in breach of this Section 5.5, then each other Class B Stockholder shall have the right to sell to the Transferring Stockholders, and the Transferring Stockholders undertake to purchase from each other Class B Stockholder, the number of Shares that such Class B Stockholder would have had the right to sell to the transferee pursuant to this Section 5.5, for a per Share amount and form of consideration and upon the terms and conditions on which the transferee bought such Shares from the Transferring Stockholders, but without any indemnity being granted by any other Class B Stockholder to the Transferring Stockholders; provided that nothing contained in this Section 5.5(f) shall preclude any Class B Stockholder from seeking alternative remedies against any of the Transferring Stockholders as a result of its breach of this Section 5.5.

#### 5.6. Drag-Along Rights.

(a) Subject to Section 5.4, if one or more Class B Stockholders (the “Drag-Along Sellers”) propose to sell, other than to a Permitted Holder or in a Market Sale, all of their Shares, and such sale would result in a Change of Control (and has been approved as provided in Section 5.2(a)), then, if requested by the Drag-Along Sellers, each other Class B Stockholder (each, a “Selling Stockholder”) shall be required to sell all of the Shares held by it in such transaction (the “Drag Transaction”).

(b) The Drag-Along Sellers shall provide written notice (the “Drag-Along Notice”) to each Selling Stockholder of any proposed Drag Transaction as soon as practicable following their compliance with Sections 5.2(a) and 5.4 and their exercise of the rights provided in Section 5.6(a). The Drag Along Notice shall set forth the consideration to be paid by the purchaser for the Shares, the identity of the purchaser and the material terms of the Drag Transaction.

(c) The consideration to be received by a Selling Stockholder shall be the same form and amount of consideration per Share to be received by the Drag-Along Sellers, and, subject to Section 5.6(d), the terms and conditions of such sale shall be the same as those upon which the Drag-Along Sellers sell their Shares.

(d) In connection with the Drag Transaction, each Selling Stockholder will agree to make or agree to the same customary representations, covenants, indemnities and agreements as the Drag-Along Sellers so long as they are made severally and not jointly and, among any Persons liable for a particular liability, such liability is borne by such Persons on a *pro rata* basis based on the consideration received by each such Person; provided that (i) any general indemnity given by the Drag-Along Sellers or Selling Stockholders not

specific to any of them shall be shared by each of the Drag-Along Sellers and Selling Stockholders, in the case of the Selling Stockholders on a several basis according to the consideration received by such Selling Stockholder and not in excess of such Selling Stockholder's net proceeds from the sale, (ii) any representation relating specifically to a Selling Stockholder and/or its Shares shall be made only by that Selling Stockholder, and (iii) in no event shall any Class B Stockholder be obligated to agree to any non-competition covenant or other similar agreement as a condition of participating in such sale.

(e) The fees and expenses incurred in connection with a sale under this Section 5.6 and for the benefit of all Class B Stockholders (it being understood that costs incurred by or on behalf of a Class B Stockholder for his, her or its sole benefit will not be considered to be for the benefit of all Class B Stockholders), to the extent not paid or reimbursed by the transferee or acquiring Person, shall be borne by the Drag-Along Sellers, unless the closing of such sale occurs, in which case they shall be shared by all the Class B Stockholders on a *pro rata* basis, based on the consideration received by each Class B Stockholder in respect of its Shares.

(f) Each Selling Stockholder shall deliver to the applicable transferee, upon the consummation of the Drag Transaction, the Shares to be transferred by such Selling Stockholder by book-entry transfer or other similar means, if such Shares are not certificated, or, if such Shares are certificated, certificates representing such Shares duly endorsed for transfer or accompanied by stock powers duly executed, in either case executed in blank or in favor of the applicable transferee against payment of the aggregate purchase price therefor by wire transfer of immediately available funds.

#### 5.7. Other Restrictions.

(a) No Class B Stockholder, other than Charles F. Dolan, Helen A. Dolan or any trust of which either of them is a trustee, shall exercise demand registration rights pursuant to either Registration Rights Agreement without Dolan Approval, prior to the Transition Time, and, thereafter, the approval of the Dolan Family Committee, acting by Two-Thirds Majority Vote.

(b) Except as may be permitted in connection with a Transfer in accordance with this Section 5, no Class B Stockholder shall convert its Shares into shares of Class A Common Stock without Dolan Approval, prior to the Transition Time, and, thereafter, the approval of the Dolan Family Committee, acting by Two-Thirds Majority Vote (excluding the vote of any Member requesting such conversion).

#### 5.8. CFD/HAD Transfers.

(a) The provisions of Section 5 of this Agreement shall not apply to Charles F. Dolan, Helen A. Dolan, any revocable trust created by Charles F. Dolan or Helen

A. Dolan, or any Grantor Retained Annuity Trust created by Charles F. Dolan or Helen A. Dolan.

(b) If the executor of the estate of either Charles F. Dolan or Helen A. Dolan, or any trustee of any revocable trust or Grantor Retained Annuity Trust created by either of them, determines that it is likely to be necessary to sell Shares in order to obtain cash to pay estate or similar inheritance taxes relating to the death of either Charles F. Dolan or Helen A. Dolan, such executor or trustee may sell such Shares, and any additional Shares as such executor or trustee determines is necessary to provide cash to pay expenses of such estate or trust relating to such death, without complying with any of the provisions of this Section 5, except (i) Section 5.2(b), which shall only apply if the Shares are sold to anyone other than a Permitted Holder, and (ii) that, as soon as reasonably practicable, and in any event no later than 60 days prior to the due date of such taxes, such executor or trustee shall provide notice of the sale of such Shares to the other Class B Stockholders, who shall have 10 Business Days from receipt of such notice in which to elect to purchase such Shares at their Fair Market Value as of the date such notice is sent. The sale and purchase of such Shares to Permitted Holders pursuant to this Section 5.8(b) shall be in compliance with Sections 5.3(c) and (f)-(h) (in analogous application thereof), except that, in the event the closing date for such sale provided for in such Sections or otherwise agreed to by any Class B Stockholder that has elected to purchase such Shares (with respect to the Shares that such Class B Stockholder has elected to purchase) would not occur on or prior to the due date of such taxes, such executor or trustee may sell such Shares in a Market Sale at any time after the date that is one month prior to such due date.

(c) If, as provided by the will of either Charles F. Dolan or Helen A. Dolan or the governing documents of any trust created by either of them, any Person disclaims his, her or its right to inherit any Shares from Charles F. Dolan or Helen A. Dolan and, as a result of such disclaimer, the executor of the estate of either of them or the trustee(s) of such trust thereafter desires to Transfer such Shares other than to a Permitted Holder, such Transfer shall be subject to all of the provisions of this Agreement.

#### 5.9. Pledges and Involuntary Transfers.

(a) Except with the Dolan Approval, prior to the Transition Time, and, thereafter, the approval of the Dolan Family Committee, acting by Supermajority Vote, no Class B Stockholder shall pledge any Shares unless (i) such Shares remain registered solely in the name of the pledgor of the Shares, (ii) the pledgee agrees in writing that such Shares shall be converted into shares of Class A Common Stock prior to any foreclosure thereon and otherwise shall not be so converted, and that the pledgor's rights to foreclose on such Shares is subject to the rights of the Class B Stockholders (other than the pledgor) provided in Section 5.9(c) and (iii) any foreclosure on such Shares would not result in a Change in Control.

(b) No pledgee of Shares shall be designated as a Qualifying Creditor (as defined in the Registration Rights Agreements) for purposes of either Registration Rights Agreement unless authorized, prior to the Transition Time, by Dolan Approval, and, thereafter, by the Dolan Family Committee, acting by Two-Thirds Majority Vote.

(c) Prior to any Transfer of Shares in connection with the bankruptcy or divorce of any Class B Stockholder or any foreclosure by any lender on any Shares pledged to such lender as permitted pursuant to Section 5.9(a), the Class B Stockholders (other than the Class B Stockholder that is the subject of such bankruptcy or divorce or is the pledgor of such Shares) shall be provided five Business Days' notice and in such time shall have the right to purchase such Shares at their Fair Market Value as of the date such notice is sent. The sale and purchase of such Shares pursuant to this Section 5.9(c) shall be in compliance with Sections 5.3(c) and (f)-(h) (in analogous application thereof). For the avoidance of doubt, any Shares to be transferred in connection with the bankruptcy or divorce of any Class B Stockholder or any foreclosure by any lender other than to a Permitted Holder shall first be converted into shares of Class A Common Stock, and any such Shares transferred to any Class B Stockholder upon the exercise of its rights in this Section 5.9(c) shall not be converted to shares of Class A Common Stock.

5.10. Assignment of Purchase Rights; Unauthorized Transfers.

(a) Each Class B Stockholder may assign, in whole or in part, any of its rights to purchase Shares pursuant to Sections 5.3, 5.4, 5.8 and 5.9 to any Person that is part of the same Sibling Group as such assigning Class B Stockholder.

(b) Any Transfer or attempted Transfer of Shares in violation of any provision of this Agreement shall be void.

Section 6. Compensation; Expenses; Liability; Indemnification.

6.1. No party to this Agreement shall be entitled to compensation for acting hereunder.

6.2. The expenses of the Dolan Family Committee shall be paid by the Class B Stockholders in proportion to the respective Class B Stockholder's ownership of Class B Common Stock at the time such expense was incurred or in such other manner as determined by Majority Vote.

6.3. No party hereto at any time acting under this Agreement shall be liable for any loss, liability, expense or damage to any other party hereto or beneficiaries of the Class B Trusts occasioned by such party's acts or omissions in good faith in carrying out his or her duties under this Agreement (including acts or omissions in reliance on opinion of counsel), and in any event a party hereto shall be liable only for his or her willful default, wrongdoing or gross negligence, but not for honest errors of judgment.

6.4. A party hereto shall be entitled to be indemnified by the Class B Stockholders for any liabilities resulting from, or arising in connection with, such party's entering into this Agreement and/or the performance of his or her obligations in accordance with the terms of this Agreement. Any such indemnification shall be made by the Class B Stockholders in proportion to the respective Class B Stockholders' ownership of Class B Common Stock determined as of the time of the event for which such indemnification is being sought.

6.5. Each Adult beneficiary of a Class B Trust hereby agrees to release each Trustee of such Class B Trust from any claim that may, now or in the future, arise from, or in connection with, such Trustee's entering into this Agreement and/or the performance of his or her obligations in accordance with the terms of this Agreement, and each such Trustee of a Class B Trust shall be entitled to be indemnified by the Adult beneficiaries of such Class B Trusts, jointly and severally, for any liabilities resulting from, or arising in connection with, such Trustee's entering into this Agreement and/or the performance of his or her obligations in accordance with the terms of this Agreement.

Section 7. Amendment.

7.1. Prior to the Transition Time, the provisions of this Agreement may be amended by a written instrument signed by the Class B Stockholders who then have voting control over two-thirds of the total outstanding Shares and, after the Transition Time, the provisions of this Agreement may be amended by a Two-Thirds Majority Vote; provided, in each case, that the provisions of Section 4 of this Agreement may be amended at any time by a Majority Vote.

7.2. Notwithstanding Section 7.1, (i) any amendment to this Agreement that would result in any Excluded Trust that immediately prior to such amendment is not subject to taxation on its income or gains by the State of New York becoming subject thereto shall require the consent of such Excluded Trust, and (ii) any amendment to this Agreement that would reduce, eliminate or alter any Supermajority Vote requirement provided for herein shall require a Supermajority Vote.

Section 8. Termination.

8.1. Unless sooner terminated by a written instrument signed by, prior to the Transition Time, the Class B Stockholders who then have voting control over two-thirds of the total outstanding Shares and, following the Transition Time, by the Dolan Family Committee, acting by Two-Thirds Majority Vote, this Agreement shall terminate upon the earlier of (i) the number of Class B Stockholders governed by this Agreement ceasing to be at least two in number, or (ii) the aggregate number of outstanding Shares ceasing to constitute at least 30% of the total voting power of the aggregate number of outstanding shares of Class A Common Stock and Class B Common Stock.

Section 9. Enforceability; Remedies.

9.1. The Class B Common Stock governed by this Agreement cannot be purchased in the open market and represents a significant portion of the voting control of AMC. For those reasons, among others, the parties hereto and the beneficiaries of the respective Class B Trusts will be irreparably damaged in the event that this Agreement is not specifically enforced. Should any dispute arise as to any vote of any such Class B Common Stock or any other action under this Agreement, an injunction may be issued restraining any such vote or other action pending the determination of such controversy, and in the event a party hereto fails to comply with its obligations hereunder, such party's obligations shall be enforceable in a court of equity by a decree of specific performance. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedy any of the parties hereto may have.

Section 10. Jurisdiction and Venue.

10.1. Each party to this Agreement hereby agrees that any Action will be commenced in the United States District Court for the Southern District of New York or in any court of the State of New York located in such District. Each party to this Agreement hereby irrevocably consents to the jurisdiction and venue of the United States District Court for the Southern District of New York and of any court of the State of New York located in such District in connection with any Action.

Section 11. Endorsement of AMC Class B Share Certificates.

11.1. As soon as possible after the execution of this Agreement, the Class B Stockholders shall endorse on the face of the certificates representing the Class B Common Stock, now owned or hereafter acquired by the Class B Stockholders, a legend reading substantially as follows:

“The voting and transfer of the shares represented by this Certificate is restricted by, and subject to the terms and conditions of, the Amended and Restated Class B Stockholders' Agreement, dated as of June 9, 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.”

Section 12. Notices.

12.1. 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 B 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 B hereto.

### Section 13. Construction.

13.1. All of the provisions of this Agreement shall apply to all Shares now owned or hereafter acquired by the Class B Stockholders. Except as may be expressly provided herein, nothing hereunder shall be deemed to constitute any person a third party beneficiary of this Agreement.

13.2. Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other gender and the neuter and the use herein of either the singular or the plural shall be deemed to include the other. Whenever used herein, the term “descendant” or “child” shall be deemed to include natural and adopted descendants and children, respectively.

13.3. The headings and titles herein are for convenience of reference only and are to be ignored in any construction of the provisions hereof.

13.4. This Agreement shall be governed and construed according to the laws of the State of New York, without regard to its rules for conflicts of laws.

13.5. This Agreement shall be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns. Without limiting the generality of the preceding sentence, this Agreement shall be binding on (i) any successor Member, as if such successor Member were a Sibling Member, (ii) any successor trustee to any of the Trustees party hereto as of the date hereof and (iii) any individual person, trust or other entity that hereafter acquires any Shares; provided that (x) as a condition to such Transfer, any such person or entity shall agree in writing to be bound by the terms and conditions of this Agreement, pursuant to an instrument of assumption that has been deemed reasonably satisfactory in substance and form by Dolan Approval, prior to the Transition Time, or, thereafter, the Dolan Family Committee, acting by Majority Vote, and shall thereafter be deemed to be a Class B Stockholder for all purposes of this Agreement and (y) unless such person’s or entity’s accession to this Agreement would not result in such person or entity or any of the parties to this Agreement becoming subject to the restrictions in Section 203 of the Delaware General Corporation Law on “business combinations” (as defined therein) with AMC, such accession shall be conditioned upon the approval thereof by the AMC board of directors for purposes of Section 203 of the Delaware General Corporation Law and, if such approval is not obtained, such person shall not be, and shall be deemed never to have been, a party to this Agreement.

13.6. Any trust that is a party to this Agreement shall cease to be a party to this Agreement as of the time at which such trust no longer holds any shares of Class B Common Stock.

13.7. Nothing in this Agreement shall be deemed to modify or otherwise affect any rights of AMC or any of its subsidiaries under any agreement to which it and any Member or Class B Stockholder are parties.

13.8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together can constitute one and the same instrument.

#### Section 14. Definitions

14.1. Defined Terms. When used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Marital Trust” means any marital trust, the income of which is for the benefit of the spouse of any Sibling Member or his or her descendants and the principal of which is for the benefit of one or more of such Sibling Member and his or her descendants.

“Action” means any action, suit or proceeding arising out of or relating to this Agreement.

“Adult” means a person having attained the age of 21.

“Anticipated Proceeds” has the meaning set forth in Section 5.5(c).

“Agreement” has the meaning set forth in the preamble hereof.

“Aggregated Market Sale Shares” means the Market Sale Shares held by Class B Stockholders whose sales of shares of Class A Common Stock would be aggregated for purposes of Rule 144(e) under the Securities Act, or any successor provision.

“AMC” has the meaning set forth in the recitals hereof.

“Applicable Member’s Trust” means, with respect to any Member, the trusts that are part of the Sibling Group of such Member or, if such Member is not a Sibling Member, such Member’s predecessor who was a Sibling Member.

“Applicable Proxy” has the meaning set forth in Section 1.2.

“Board” has the meaning set forth in the recitals hereof.



“Business Day” means any day of the year other than a Saturday, Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to be closed.

“Change in Control” means (x) any reorganization, consolidation, merger, readjustment or other transaction that results in the Class B Stockholders, collectively, ceasing to possess, directly or indirectly, (i) at least 50% of the total voting power of any corporation surviving such transaction or, if such corporation is a subsidiary of another corporation, of such controlling corporation, as the case may be, or (ii) if the surviving or controlling entity is not a corporation, the power to direct or cause the direction of the management policies thereof by reason of ownership of voting securities, by contract or otherwise or (y) any sale of all or substantially all of the assets of AMC and its subsidiaries to any corporation with respect to which the Class B Stockholders do not possess at least 50% of the total voting power of such corporation, or if the acquiring entity is not a corporation, the power to direct or cause the direction of the management policies thereof by reason of ownership of voting securities, by contract or otherwise.

“Class A Common Stock” has the meaning set forth in Section 5.2(b).

“Class B Baseline Share Ownership” of any Member means the total number of Shares set forth next to such Member’s name on Schedule C hereto, as increased to reflect any Class B Common Stock acquired after the date hereof by gift or inheritance, excluding any gift or inheritance from such Member’s Sibling Group.

“Class B Common Stock” has the meaning set forth in Section 1.1(a).

“Class B Majority” has the meaning set forth in Section 1.1(a).

“Class B Stockholder” or “Class B Stockholders” means (i) each holder of Class B Common Stock listed on Schedule A annexed hereto and (ii) each Person that acquires Class B Common Stock after the date hereof in accordance with this Agreement and (x) is a party to this Agreement or (y) becomes a party to this Agreement in accordance with Section 13.5.

“Class B Trust” or “Class B Trusts” has the meaning set forth in the recitals hereof.

“Current Trustee” means each of David M. Dolan, Lawrence J. Dolan, Paul J. Dolan, Mary S. Dolan and Matthew J. Dolan.

“Dolan Approval” shall mean the prior approval of Charles F. Dolan, prior to his death or Permanent Incapacity, and, thereafter, if Helen A. Dolan is then alive and not suffering from Permanent Incapacity, Helen A. Dolan, until her death or Permanent Incapacity.

“Dolan Family Committee” has the meaning set forth in Section 2.1.

“Dolan Children Trusts Registration Rights Agreement” means the Dolan Children Trusts Registration Rights Agreement, dated as of June 9, 2011, between AMC and certain of the Class B Trusts, as such agreement may be further amended, supplemented or replaced.

“Drag-Along Notice” has the meaning set forth in Section 5.6(b).

“Drag-Along Sellers” has the meaning set forth in Section 5.6(a).

“Drag Transaction” has the meaning set forth in Section 5.6(a).

“Excluded Trust” shall mean any Class B Trust that, at the time of a particular vote of Shares, (i) is not a grantor trust for income tax purposes, (ii) is a “resident trust”, in whole or in part, within the meaning of Section 605(b)(3) of the New York Tax Law and (iii) has no trustees domiciled, or real or tangible personal property located, in the State of New York.

“Exempted Sale” means a Market Sale by any Class B Stockholder in which the anticipated proceeds, when combined with the proceeds from all other Market Sales by other members of the Sibling Group to which such Class B Stockholder belongs during the preceding 12 months, does not exceed \$2,500,000.

“Expiration Date” has the meaning set forth in Section 5.4(f).

“Fair Market Value” as of any date means for (a) publicly traded securities, the average of the daily volume-weighted average price per share of such common stock for each of the ten trading days prior to such date (as reported by Bloomberg Financial L.P. using the VWAP function, or if unavailable, by another authoritative source, or if no other authoritative source is available, based upon the average of the daily closing prices (instead of the daily volume-weighted average prices) for such 10 trading days, as reported by Bloomberg Financial L.P. or another authoritative source), and (b) non-publicly traded securities, or any asset or other consideration, the fair market value as determined in good faith by Dolan Approval, prior to the Transition Time, and thereafter, unless all Members otherwise agree, an independent financial advisor retained by the Dolan Family Committee, acting by Majority Vote. For purposes of determining their Fair Market Value, Shares shall be treated as shares of Class A Common Stock.

“Going-Private Transaction” means any transaction, other than a transaction that would result in a Change in Control, pursuant to which one or more Class B Stockholders or Members, with or without other equity partners, would acquire all or substantially all of AMC’s common stock and shares of such stock would no longer be

registered under the Securities Exchange Act of 1934, as amended, or listed on any stock exchange.

“Governmental Body” means any (i) nation, state, county, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, board, commission, department, instrumentality, office or other entity, and any court or other tribunal); (iv) multi-national organization or body; and/or (v) government entity exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Initial Market Sale Seller” has the meaning set forth in Section 5.3(a).

“Initial Market Sale Shares” shall have the meaning set forth in Section 5.3(a).

“Interim Member” means (i) a Current Trustee of one of the Applicable Member’s Trusts or any sibling of the relevant Member who is designated as a guardian of any minor child of the relevant Member, or (ii) in the event that the relevant Member is not survived by a person described in clause (i), any other trustee of one of the Applicable Member’s Trusts or any individual designated as a guardian of any minor child of the relevant Member.

“Majority Vote” means the affirmative vote of a majority of the votes of the Members.

“Market Sale” means a sale of shares of Class A Common Stock obtained upon conversion of Shares in an open market sale pursuant to an exemption from the registration requirements of the Securities Act, including a sale pursuant to Rule 144 of the Securities Act.

“Market Sale Expiration Date” has the meaning set forth in Section 5.3(h).

“Market Sale Notice” has the meaning set forth in Section 5.3(a).

“Market Sale Offerees” has the meaning set forth in Section 5.3(a).

“Market Sale Participant” has the meaning set forth in Section 5.3(b).

“Market Sale Price” has the meaning set forth in Section 5.3(a).

“Market Sale Scheduled Closing Date” has the meaning set forth in Section 5.3(f).

“Market Sale Sellers” has the meaning set forth in Section 5.3(b).

“Market Sale Shares” has the meaning set forth in Section 5.3(b).

“Market Sale Tag Along Shares” has the meaning set forth in Section 5.3(b).

“Member” or “Members” has the meaning set forth in Section 2.1.

“Member Trust” means, with respect to each Sibling Member, (i) the Class B Trusts set forth across from such Sibling Member’s name on Schedule C hereto and (ii) any trust, the income beneficiaries of which are one or more of such Sibling Member and his or her descendants or the current income of which would be required to be distributed to one or more of such persons if any current income of such trust were to be distributed, which becomes a party to this Agreement in accordance with Section 13.5.

“Offered Shares” has the meaning set forth in Section 5.4(a).

“Offeree Notice” has the meaning set forth in Section 5.4(b).

“Offerees” has the meaning set forth in Section 5.4(a).

“Original Agreement” has the meaning set forth in the recitals hereof.

“Permanent Incapacity” means, with respect to an individual, any individual whose ability to receive and evaluate information effectively or to communicate decisions, or both, is impaired to such an extent that the individual permanently lacks the capacity to manage his or her financial resources, as determined by certification of one licensed physician.

“Permitted Holder” means Charles F. Dolan, Helen A. Dolan, any descendants of Charles F. Dolan and Helen A. Dolan, any trusts for the benefit of any such descendants, including any Acceptable Marital Trust, and any entity owned exclusively by one or more of the foregoing.

“Person” means an individual, a partnership, a limited partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a Governmental Body.

“Pro Rata Portion” has the meaning set forth in Section 5.5(b).

“Registration Rights Agreements” means the Dolan Children Trusts Registration Rights Agreement and the Dolan Registration Rights Agreement, dated as of June 9, 2011, between AMC, Charles F. Dolan and certain other Class B Stockholders, as such agreement may be further amended, supplemented or replaced.

“ROFR Transferor” has the meaning set forth in Section 5.4(a).

“Rule 144 Threshold” means the maximum number of shares of Class A Common Stock that could be sold under Rule 144(e) under the Securities Act, or any successor provision.

“Scheduled Closing Date” has the meaning set forth in Section 5.4(d).

“Second Market Sale Notice” has the meaning set forth in Section 5.3(b).

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

“Selling Stockholder” has the meaning set forth in Section 5.6(a).

“Shares” means shares of Class B Common Stock.

“Sibling Group” of any Sibling Member means (a) such Sibling Member and his or her descendants, (b) each of such Sibling Member’s Member Trusts, (c) any Acceptable Marital Trust for the benefit of such Sibling Member’s spouse and (d) to the extent of such Sibling Member’s or his or her descendants’ attributable interest therein, any legal entity, including, but not limited to, partnerships, limited liability companies, limited partnerships, corporations or joint ventures, formed after the date hereof, which owns Shares that were contributed to such entity, directly or indirectly, by such Sibling Member, his or her descendants or any of the entities referenced in clauses (b)-(c) above.

“Sibling Member” shall mean each of Kathleen M. Dolan, Deborah A. Dolan-Sweeney, Marianne Dolan Weber, Patrick F. Dolan, Thomas C. Dolan and James L. Dolan.

“Supermajority Vote” means the affirmative vote of all but one of the votes of the Members.

“Tag-Along Participant” has the meaning set forth in Section 5.5(b).

“Tag Percentage” has the meaning set forth in Section 5.5(a).

“Third Party” has the meaning set forth in Section 5.4(a).

“Third Party Offer” has the meaning set forth in Section 5.4(a).

“Third Party Price” means the amount of consideration set forth in the Third Party Offer, which, if all or part of such consideration is in cash, will be that amount in cash, and as to any consideration in the Third Party Offer which is not in cash, will be deemed to be an amount of cash equal to the Fair Market Value of such consideration.

“Transfer” has the meaning set forth in Section 5.1.

“Transfer Notice” has the meaning set forth in Section 5.5(a).

“Transferred Shares” has the meaning set forth in Section 5.5(a).

“Transferring Stockholders” has the meaning set forth in Section 5.5(a).

“Transition Time” has the meaning set forth in Section 1.1(a).

“Trustee” or “Trustees” has the meaning set forth in the recitals hereof.

“Two-Thirds Majority Vote” means the affirmative vote of two-thirds of the votes of the Members.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by each of the parties hereto, and shall be effective as of the date first above written.

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

/s/ Charles F. Dolan  
Charles F. Dolan

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

/s/ Helen A. Dolan  
Helen A. Dolan

JAMES L. DOLAN, individually

/s/ James L. Dolan  
James L. Dolan

THOMAS C. DOLAN, individually

/s/ Thomas C. Dolan  
Thomas C. Dolan

[Signature Page to AMC Class B Stockholders' Agreement]

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PATRICK F. DOLAN, individually

/s/ Patrick F. Dolan

Patrick F. Dolan

MARIANNE DOLAN WEBER, individually

/s/ Marianne Dolan Weber

Marianne Dolan Weber

DEBORAH A. DOLAN-SWEENEY, individually

/s/ Deborah A. Dolan-Sweeney

Deborah A. Dolan-Sweeney

KATHLEEN M. DOLAN, individually, and as a Trustee  
of the Charles F. Dolan Children Trusts FBO  
Kathleen M. Dolan, Deborah 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

/s/ Kathleen M. Dolan

Kathleen M. Dolan

[Signature Page to AMC Class B Stockholders' Agreement]

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LAWRENCE J. DOLAN, not individually, but as a  
Trustee of the Charles F. Dolan 2009 Family  
Trusts and the Charles F. Dolan 2010 Grandchildren  
Trusts

/s/ Lawrence J. Dolan

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

/s/ David M. Dolan

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

/s/ Paul J. Dolan

Paul J. Dolan

MATTHEW J. DOLAN, not individually, but 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

/s/ Matthew J. Dolan

Matthew J. Dolan

[Signature Page to AMC Class B Stockholders' Agreement]

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MARY S. DOLAN, not individually, but as a  
Trustee of the Charles F. Dolan Children Trust FBO  
Deborah Dolan-Sweeney and the Charles F. Dolan  
Children Trust FBO Patrick F. Dolan

/s/ Mary S. Dolan

Mary S. Dolan

[Signature Page to AMC Class B Stockholders' Agreement]

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**SCHEDULE A**

<b>Stockholder</b>	<b>Shares of Class B Common Stock, as of June 16, 2011</b>
Charles F. Dolan	851,875
Helen A. Dolan	531,926
Charles F. Dolan 2009 Revocable Trust	0
Helen A. Dolan 2009 Revocable Trust	0
Charles F. Dolan 2011 Grantor Retained Annuity Trust #1C	2,363,456
Helen A. Dolan 2011 Grantor Retained Annuity Trust #1C	1,418,073
Charles F. Dolan Children Trust FBO Kathleen M. Dolan	918,981
Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney	918,981
Charles F. Dolan Children Trust FBO Marianne Dolan Weber	890,802
Charles F. Dolan Children Trust FBO Patrick F. Dolan	886,015
Charles F. Dolan Children Trust FBO Thomas C. Dolan	926,958
Charles F. Dolan Children Trust FBO James L. Dolan	926,958
James L. Dolan	15,156
CFD 2009 Family Trust FBO Kathleen M. Dolan	308,721
CFD 2009 Family Trust FBO Deborah A. Dolan-Sweeney	203,721

<b>Stockholder</b>	<b>Shares of Class B Common Stock, as of June 16, 2011</b>
CFD 2009 Family Trust FBO Marianne Dolan Weber	371,721
CFD 2009 Family Trust FBO Patrick F. Dolan	301,721
CFD 2009 Family Trust FBO Thomas C. Dolan	533,986
CFD 2009 Family Trust FBO James L. Dolan	499,925
CFD 2010 Grandchildren Trust FBO Descendents of Kathleen M. Dolan	150,265
CFD 2010 Grandchildren Trust FBO Descendents of Deborah Dolan-Sweeney	150,265
CFD 2010 Grandchildren Trust FBO Descendents of Marianne Dolan Weber	150,265
CFD 2010 Grandchildren Trust FBO Descendents of Patrick F. Dolan	150,265
CFD 2010 Grandchildren Trust FBO Descendents of James L. Dolan	34,060
Tara Dolan 1989 Trust	15,156
Ryan Dolan 1989 Trust	15,156

**SCHEDULE B**

**Notices**

**Party**

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Charles F. Dolan  
Charles F. Dolan 2009 Revocable Trust  
Charles F. Dolan 2011 Grantor Retained  
Annuity Trust #1C and future Grantor  
Retained Annuity Trusts for his benefit

**Address for Notices**

---

Charles F. Dolan  
119 Cove Neck Road  
Oyster Bay, New York 11771  
Facsimile: (516) 803-1179  
E-mail: cdolan@cablevision.com

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364-4592  
E-mail: bfrewin@dfollc.com

Helen A. Dolan  
Helen A. Dolan 2009 Revocable Trust  
Helen A. Dolan 2011 Grantor Retained  
Annuity Trust #1C and future Grantor  
Retained Annuity Trusts for her benefit

Helen A. Dolan  
119 Cove Neck Road  
Oyster Bay, New York 11771

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364-4592  
E-mail: bfrewin@dfollc.com

Charles F. Dolan Children Trust FBO  
Kathleen M. Dolan

Kathleen M. Dolan  
P.O. Box 94  
Barnard, Vermont 05031  
Email: kd@purplecrayonproductions.com

For Federal Express Delivery:  
Kathleen M. Dolan  
94B Bowman Road  
Barnard, Vermont 05031

**Party**

---

**Address for Notices**

---

and

Paul J. Dolan  
Progressive Field  
2401 Ontario Street  
Cleveland, OH 44115  
Email: pdolan@indians.com

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364-4592  
E-mail: bfrewin@dfollc.com

Kathleen M. Dolan  
P.O. Box 94  
Barnard, Vermont 05031  
Email: kd@purplecrayonproductions.com

For Federal Express Delivery:  
Kathleen M. Dolan  
94B Bowman Road  
Barnard, Vermont 05031

and

Paul J. Dolan  
Progressive Field  
2401 Ontario Street  
Cleveland, OH 44115  
Email: pdolan@indians.com

With a copy to:

Knickerbocker Group LLC  
P.O. Box 420  
Oyster Bay, New York 11771  
Attention: Kerrie Juras  
Facsimile: (212) 428-6754  
Email: kjuras@knickerbockergrp.com

Charles F. Dolan Children Trust FBO  
James L. Dolan

**Party**

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**Address for Notices**

---

Charles F. Dolan Children Trust FBO  
Marianne Dolan Weber  
Charles F. Dolan Children Trust FBO  
Thomas C. Dolan

For Overnight Delivery:

Kerrie Juras  
Knickerbocker Group LLC  
c/o MSG  
Two Penn Plaza, 24th Floor  
New York, New York 10121  
Facsimile: (212) 428-6754  
E-mail: [kjuras@knickerbockergrp.com](mailto:kjuras@knickerbockergrp.com)

Kathleen M. Dolan  
P.O. Box 94  
Barnard, Vermont 05031  
Email: [kd@purplecrayonproductions.com](mailto:kd@purplecrayonproductions.com)

For Federal Express Delivery:

Kathleen M. Dolan  
94B Bowman Road  
Barnard, Vermont 05031

and

Matthew J. Dolan, Esq.  
Thrasher, Dinsmore & Dolan LPA  
Corporate Place  
100 7th Avenue  
Chardon, Ohio 44024  
Facsimile: (440) 285-9423  
Email: [MDolan@dolan.law.pro](mailto:MDolan@dolan.law.pro)

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364-4592  
E-mail: [bfrewin@dfollc.com](mailto:bfrewin@dfollc.com)

Charles F. Dolan Children Trust FBO  
Deborah Dolan-Sweeney

Kathleen M. Dolan  
P.O. Box 94

**Party**

Charles F. Dolan Children Trust FBO  
Patrick F. Dolan

**Address for Notices**

Barnard, Vermont 05031  
Email: kd@purplecrayonproductions.com

For Federal Express Delivery:  
Kathleen M. Dolan  
94B Bowman Road  
Barnard, Vermont 05031

and

Mary S. Dolan  
1427 Judson Avenue  
Evanston, Illinois 60201  
Email: marysdolan@yahoo.com

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364-4592  
E-mail: bfrewin@dfollc.com

Tara Dolan 1989 Trust

Kathleen M. Dolan  
P.O. Box 94  
Barnard, Vermont 05031  
Email: kd@purplecrayonproductions.com

For Federal Express Delivery:  
Kathleen M. Dolan  
94B Bowman Road  
Barnard, Vermont 05031

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364-4592  
E-mail: bfrewin@dfollc.com



Party

Ryan Dolan 1989 Trust

Address for Notices

Kathleen M. Dolan  
P.O. Box 94  
Barnard, Vermont 05031  
Email: kd@purplecrayonproductions.com

For Federal Express Delivery:  
Kathleen M. Dolan  
94B Bowman Road  
Barnard, Vermont 05031

With a copy to:

Knickerbocker Group LLC  
P.O. Box 420  
Oyster Bay, New York 11771  
Attention: Kerrie Juras  
Facsimile: (212) 428-6754  
Email: kjuras@knickerbockergroup.com

For Overnight Delivery:

Kerrie Juras  
Knickerbocker Group LLC  
c/o MSG  
Two Penn Plaza, 24th Floor  
New York, New York 10121  
Facsimile: (212) 428-6754  
E-mail: kjuras@knickerbockergroup.com

CFD 2009 Family Trust FBO  
Kathleen M. Dolan

CFD 2009 Family Trust FBO  
Deborah A. Dolan-Sweeney

CFD 2009 Family Trust FBO  
Marianne Dolan Weber

CFD 2009 Family Trust FBO  
Patrick F. Dolan

CFD 2009 Family Trust FBO  
Thomas C. Dolan

CFD 2010 Grandchildren Trust FBO  
Descendants of Kathleen M. Dolan

CFD 2010 Grandchildren Trust FBO  
Descendants of Deborah Dolan-Sweeney

Lawrence J. Dolan  
c/o Cleveland Indians  
Progressive Field  
2401 Ontario Street  
Cleveland, Ohio 44115  
Facsimile: (440) 543-0723  
Email: ldolan@indians.com

and

David M. Dolan  
7 Glenmaro Lane  
St. Louis, Missouri 63131  
Facsimile: (314) 569-3370

Party

CFD 2010 Grandchildren Trust FBO  
Descendants of Marianne Dolan Weber  
CFD 2010 Grandchildren Trust FBO  
Descendants of Patrick F. Dolan

CFD 2009 Family Trust FBO James L. Dolan  
CFD 2010 Grandchildren Trust FBO  
Descendants of James L. Dolan

Address for Notices

Email: glenmaro@aol.com

With a copy to:

c/o Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attention: William A. Frewin  
Facsimile: (516) 364 4592  
E-mail: bfrewin@dfollc.com

Lawrence J. Dolan  
c/o Cleveland Indians  
Progressive Field  
2401 Ontario Street  
Cleveland, Ohio 44115  
Facsimile: (440) 543-0723  
Email: ldolan@indians.com

and

David M. Dolan  
7 Glenmaro Lane  
St. Louis, Missouri 63131  
Facsimile: (314) 569-3370  
Email: glenmaro@aol.com

With a copy to:

Knickerbocker Group LLC  
P.O. Box 420  
Oyster Bay, New York 11771  
Attention: Kerrie Juras  
Facsimile: (212) 428-6754  
Email: kjuras@knickerbockergrp.com

For Overnight Delivery:

Kerrie Juras  
Knickerbocker Group LLC  
c/o MSG  
Two Penn Plaza, 24th Floor  
New York, New York 10121

**Party**

---

**Address for Notices**

---

Kathleen M. Dolan

Facsimile: (212) 428-6754  
E-mail: kjuras@knickerbockergroup.com

P.O. Box 94  
Barnard, Vermont 05031  
Email: kd@purplecrayonproductions.com

For Federal Express Delivery:  
94B Bowman Road  
Barnard, Vermont 05031

Deborah A. Dolan-Sweeney

91 Cove Neck Road  
Oyster Bay, New York 11771  
Email: ddolan@cablevision.com

Marianne Dolan Weber

33 Southard Avenue  
Rockville Centre, New York 11570  
Facsimile: (516) 803-9206  
Email: mweber@cablevision.com

Patrick F. Dolan

76 Woolsey Street  
Huntington, New York 11743-2641  
Facsimile: (516) 790-5387  
Email: pfdolan@news12.com

Thomas C. Dolan

119 Cove Neck Road  
Oyster Bay, New York 11771  
Facsimile: (516) 803-1197  
Email: tcdolan@gmail.com

James L. Dolan

Knickerbocker Group LLC  
P.O. Box 420  
Oyster Bay, New York 11771  
Attention: Kerrie Juras  
Facsimile: (212) 428-6754  
Email: jdolan@cablevision.com

**In each case, copies shall also be sent to:**

Mr. Brian G. Sweeney

Cablevision Systems Corporation  
1111 Stewart Avenue  
Bethpage, New York 11714  
Facsimile: (516) 803-1186  
E-mail: bgsweeney@cablevision.com

and

Debevoise & Plimpton LLP

Attention: Richard D. Bohm  
919 Third Avenue  
New York, New York 10022  
Facsimile: (212) 909-6836  
E-mail: rdbohm@debevoise.com

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SCHEDULE C

Member	Number of Shares of Class B Common Stock Deemed to be Owned By Member, as of June 16, 2011	Ownership Conferred Through
Kathleen M. Dolan	918,981	Charles F. Dolan Children Trust FBO Kathleen M. Dolan
	308,721	CFD 2009 Family Trust FBO Kathleen M. Dolan
	150,265	CFD 2010 Grandchildren Trust FBO Descendents of Kathleen M. Dolan
	<b>1,377,967</b>	<b>Total</b>
Deborah A. Dolan-Sweeney	918,981	Charles F. Dolan Children Trust FBO Deborah Dolan-Sweeney
	203,721	CFD 2009 Family Trust FBO Deborah A. Dolan-Sweeney
	150,265	CFD 2010 Grandchildren Trust FBO Descendents of Deborah Dolan-Sweeney
	<b>1,272,967</b>	<b>Total</b>
Marianne Dolan Weber	890,802	Charles F. Dolan Children Trust FBO Marianne Dolan Weber
	371,721	CFD 2009 Family Trust FBO Marianne Dolan Weber
	150,265	CFD 2010 Grandchildren Trust FBO Descendents of Marianne Dolan Weber
	<b>1,412,788</b>	<b>Total</b>
Patrick F. Dolan	886,015	Charles F. Dolan Children Trust FBO Patrick F. Dolan
	301,721	CFD 2009 Family Trust FBO Patrick F. Dolan
	150,265	CFD 2010 Grandchildren Trust FBO Descendents of Patrick F. Dolan
	15,156	Tara Dolan 1989 Trust
	<b>1,353,157</b>	<b>Total</b>

<b>Member</b>	<b>Number of Shares of Class B Common Stock Deemed to be Owned By Member, as of June 16, 2011</b>	<b>Ownership Conferred Through</b>
Thomas C. Dolan	926,958	Charles F. Dolan Children Trust FBO Thomas C. Dolan
	533,986	CFD 2009 Family Trust FBO Thomas C. Dolan
	<b>1,460,944</b>	<b>Total</b>
James L. Dolan	15,156	Individually
	926,958	Charles F. Dolan Children Trust FBO James L. Dolan
	499,925	CFD 2009 Family Trust FBO James L. Dolan
	34,060	CFD 2010 Grandchildren Trust FBO Descendants of James L. Dolan
	15,156	Ryan Dolan 1989 Trust
	<b>1,491,255</b>	<b>Total</b>

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

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REGISTRATION RIGHTS AGREEMENT

Registration Rights Agreement (this "Agreement") dated as of June 9, 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

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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 45<sup>th</sup> or 90<sup>th</sup> 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 (A) 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 June 30, 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: /s/ Joshua W. Sapan

\_\_\_\_\_  
Name: Joshua W. Sapan

Title: President and Chief Executive Officer

CHARLES F. DOLAN

/s/ 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

/s/ 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

/s/ Lawrence J. Dolan

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

DAVID M. DOLAN

/s/ 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)]

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KATHLEEN M. DOLAN

/s/ Kathleen M. Dolan

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

DOLAN FAMILY FOUNDATION

By: /s/ Marianne Dolan Weber

Name: Marianne Dolan Weber

Title: Chairwoman

DOLAN CHILDREN'S FOUNDATION

By: /s/ Marianne Dolan Weber

Name: Marianne Dolan Weber

Title: Chairwoman

JAMES L. DOLAN

/s/ James L. Dolan

James L. Dolan, individually

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

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**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 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.

“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.



**Notices**

To the Company:

AMC Networks Inc.  
11 Penn Plaza  
New York, NY 10001  
Attn: General Counsel  
Facsimile:  
E-mail:

To the Dolan Family Affiliates:

c/o Brian G. Sweeney  
Cablevision Systems Corporation  
1111 Stewart Avenue  
Bethpage, NY 11714  
Facsimile: (516) 803-1186  
E-mail: bgsweeney@cablevision.com

With copies to (which shall not constitute notice):

Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attn: William A. Frewin, Jr.  
Facsimile: (516) 364-4592  
E-mail: bfrewin@cablevision.com

and

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York 10022  
Attn: Richard D. Bohm  
Facsimile: (212) 909-6836  
E-mail: rdbohm@debevoise.com

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REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

AMC NETWORKS INC.

AND

THE CHARLES F. DOLAN CHILDREN TRUSTS

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REGISTRATION RIGHTS AGREEMENT

Registration Rights Agreement (this "Agreement") dated as of June 9, 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

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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, 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 June 9, 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 45<sup>th</sup> or 90<sup>th</sup> 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 June 30, 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: /s/ Joshua W. Sapan

Name: Joshua W. Sapan

Title: President and Chief Executive Officer

KATHLEEN M. DOLAN

/s/ 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

/s/ 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

/s/ 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

/s/ 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)]

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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 June 9, 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 June 9, 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: [\_\_\_\_\_]

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**Notices**

To the Company:

AMC Networks Inc.  
11 Penn Plaza  
New York, NY 10001  
Attn: General Counsel  
Facsimile:  
E-mail:

To the Children Trust Holders:

c/o Brian G. Sweeney  
Cablevision Systems Corporation  
1111 Stewart Avenue  
Bethpage, NY 11714  
Facsimile: (516) 803-1186  
E-mail: bgsweeney@cablevision.com

With copies to (which shall not constitute notice):

Dolan Family Office LLC  
340 Crossways Park Drive  
Woodbury, New York 11797  
Attn: William A. Frewin, Jr.  
Facsimile: (516) 364-4592  
E-mail: bfrewin@cablevision.com

and

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York 10022  
Attn: Richard D. Bohm  
Facsimile: (212) 909-6836  
E-mail: rdbohm@debevoise.com

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STANDSTILL AGREEMENT  
BY AND AMONG  
AMC NETWORKS INC.  
AND  
THE DOLAN FAMILY GROUP

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STANDSTILL AGREEMENT

Standstill Agreement (this "Agreement"), dated as of June 9, 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.

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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 June 9, 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: /s/ Joshua W. Sapan

Title: President and Chief Executive Officer

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

/s/ Charles F. Dolan

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

/s/ Helen A. Dolan

Helen A. Dolan

JAMES L. DOLAN, individually

/s/ James L. Dolan

James L. Dolan

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THOMAS C. DOLAN, individually

/s/ Thomas C. Dolan

Thomas C. Dolan

PATRICK F. DOLAN, individually

/s/ Patrick F. Dolan

Patrick F. Dolan

MARIANNE DOLAN WEBER, individually

/s/ Marianne Dolan Weber

Marianne Dolan Weber

DEBORAH A. DOLAN-SWEENEY, individually

/s/ Deborah A. Dolan Sweeney

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

/s/ Kathleen M. Dolan

Kathleen M. Dolan

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LAWRENCE J. DOLAN, not individually, but as a  
Trustee of the Charles F. Dolan 2009  
Family Trusts and the Charles F. Dolan 2010  
Grandchildren Trusts

/s/ Lawrence J. Dolan

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

/s/ David M. Dolan

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

/s/ Paul J. 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

/s/ Matthew J. Dolan

Matthew J. Dolan

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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

/s/ Mary S. Dolan

Mary S. Dolan

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**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

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**EXHIBIT A**  
**FORM OF JOINDER**

STANDSTILL JOINDER AGREEMENT

Reference is made to the Standstill Agreement, dated June 9, 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: [\_\_\_\_\_]