

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): April 29, 2014 (April 24, 2014)

AMC Networks Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

1-35106

(Commission
file number)

27-5403694

(I.R.S. Employer
Identification No.)

**11 Penn Plaza,
New York, NY**

(Address of principal executive offices)

10001

(Zip Code)

(212) 324-8500

(Registrant's telephone number, including area code)

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

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Amended and Restated Employment Agreement with Joshua W. Sapan, President and Chief Executive Officer

The Compensation Committee (the “Committee”) and the Board of Directors of AMC Networks Inc. (the “Company”) determined that it was critical for the Company to retain the services of its current President and Chief Executive Officer, Joshua W. Sapan, for a significant future period of time, due to the Company’s long-term strategic goal to continue to further develop its domestic businesses and expand its international operations and Mr. Sapan’s extensive experience and standing within the industry. As a result, on April 24, 2014, the Company entered into an amended and restated employment agreement (the “Employment Agreement”) with Mr. Sapan, which will terminate on December 31, 2020 (the “Scheduled Expiration Date”). The Employment Agreement provides for a minimum annual base salary of \$2,000,000 (retroactive to January 1, 2014), subject to annual review and potential increase in the discretion of the Committee. Mr. Sapan is also entitled to an annual target bonus opportunity equal to 200% of his salary with the potential bonus payout ranging from 0% to 400% of his salary. The performance criteria for the annual bonuses will be set with the same level of difficulty as applied to other senior executives of the Company generally and it is anticipated that such criteria will be set with a level of difficulty reasonably consistent with past practice. Mr. Sapan is also eligible to participate in the long-term cash or equity programs of the Company. In calendar year 2014 and in each subsequent year while Mr. Sapan is employed with the Company prior to the Scheduled Expiration Date, Mr. Sapan will receive annually one or more long-term cash and/or equity awards with an aggregate target value of at least \$13,000,000. Unless Mr. Sapan consents in writing, the ratio of long-term cash and equity awards in each applicable period will be reasonably consistent with past practice and will be the same ratio as generally provided to Mr. Sapan currently or as provided to other senior executive officers of the Company generally. Also, any performance criteria for the long-term awards will be set with the same level of difficulty as applied to other senior executives of the Company generally, and it is anticipated that such criteria will be set with a level of difficulty reasonably consistent with past practice. In connection with entering into the Employment Agreement, Mr. Sapan received a one-time award of restricted stock units with a target value of \$25,000,000 (the “Special Equity Award”), which vests subject to continued employment on December 31, 2020, provided that such award will vest on a qualifying termination (as described below) or on a change in control. Mr. Sapan remains eligible for the Company’s standard benefit programs subject to meeting the relevant eligibility requirements, payment of required premiums and the terms of the plans. The Committee will in good faith review Mr. Sapan’s compensation package annually and may, in its sole discretion, increase Mr. Sapan’s compensation as a result of such review.

If, prior to the Scheduled Expiration Date, Mr. Sapan’s employment with the Company is terminated (i) by the Company other than for Cause (as defined in the Employment Agreement) or (ii) by Mr. Sapan for Good Reason (as defined in the Employment Agreement) other than if Cause then exists then, subject to Mr. Sapan’s execution of a separation agreement (including, without limitation, non-compete, non-disparagement, non-solicitation, confidentiality, and further cooperation obligations and restrictions on Mr. Sapan and a general release by Mr. Sapan of the Company and its affiliates) the Company will provide Mr. Sapan with the following benefits and rights:

- a) a cash severance payment in an amount equal to two times the sum of Mr. Sapan’s annual base salary and annual target bonus as in effect at the time of termination of employment;
- b) a prorated bonus for the year in which the termination occurred, payable at the same time and to the same extent as such bonuses are paid to similarly situated employees and based on his then current annual target bonus and subject to the satisfaction of applicable performance objectives, but without adjustment for his individual performance, plus any unpaid annual bonus earned for the year prior to the year in which the termination occurred;
- c) each of Mr. Sapan’s outstanding long-term cash incentive awards will vest in full and (1) if subject to performance criteria will be payable only at the same time and to the same extent as such cash incentive awards are paid to similarly situated employees as determined by the Committee, subject to the satisfaction of any applicable performance criteria or (2) if not subject to performance criteria, will be payable on the 90th day after the date of his termination of employment;

- d) all of the time-based restrictions on each of Mr. Sapan's outstanding restricted stock and restricted stock unit awards will be eliminated and (i) deliveries with respect to restricted stock awards that are not subject to performance criteria will be made immediately after the effective date of the separation agreement, (ii) payment and deliveries with respect to restricted stock unit awards that are not subject to performance criteria will be made on the 90th day after the date of his termination of employment, and (iii) payment or deliveries with respect to restricted stock and restricted stock unit awards that are subject to performance will be made (A) with respect to the Special Equity Award and any other award granted after the date of the Employment Agreement, to the extent that the Committee determines that such performance criteria have been satisfied (which the Committee will determine within a reasonable period of time following the date of his termination for performance periods that have ended or within a reasonable period of time following the end of the performance period for performance periods that have not ended) and (B) with respect to any other awards, only at the same time and to the same extent as such awards are paid or delivered to similarly situated employees holding such awards, subject to the satisfaction of any applicable performance criteria; and
- e) each of Mr. Sapan's outstanding stock options and stock appreciation awards under plans of the Company will vest and become exercisable and he will have the right to exercise each of such options and awards for the remainder of the term of such option or award.

With respect to any long-term cash performance, restricted stock and restricted stock unit awards for which the performance periods have not been completed on the date of Mr. Sapan's termination of employment, the Company will (1) pay a cash amount equal to the target amount of the cash awards and deliver a number of shares equal to the number of restricted shares and restricted stock unit awards to a "Rabbi Trust" and (2) to the extent the performance criteria are satisfied, the cash and shares in the Rabbi Trust will be paid to Mr. Sapan in accordance with the terms set forth in clauses (c) and (d) above (and to the extent the performance criteria are not achieved, the cash and shares will revert to the Company).

If, prior to the Scheduled Expiration Date, Mr. Sapan ceases to be an employee of the Company as a result of his death or physical or mental disability, and at the time Cause does not exist then, subject to Mr. Sapan's execution of a separation agreement (other than in the case of death), the Company will provide Mr. Sapan (or his estate or beneficiary) with the benefits and rights set forth in clauses (b) through (e) above. If, after the Scheduled Expiration Date, Mr. Sapan's employment with the Company is terminated (i) by the Company, (ii) by Mr. Sapan for Good Reason, (iii) by Mr. Sapan without Good Reason (with at least six months' advance written notice of such termination) or (iv) as a result of Mr. Sapan's death or disability, and at the time of any such termination Cause does not exist, then, subject to Mr. Sapan's execution of a separation agreement (other than in the case of death), the Company will provide Mr. Sapan (or his estate or beneficiary) with the benefits and rights set forth in clauses (b) through (e) above.

Notwithstanding clauses (c), (d) and (e) above, any more favorable provisions of Mr. Sapan's existing long-term cash incentive, restricted stock, restricted stock unit, stock option or stock appreciation right award agreements will apply to the treatment of such awards following a "going private transaction" or a "change of control" (as those terms are defined in the award agreements) or Mr. Sapan's death.

The employment agreement also contains certain covenants by Mr. Sapan, including a noncompetition agreement that restricts Mr. Sapan's ability to engage in competitive activities until the first anniversary of the termination of his employment with the Company.

If any payment due under the Employment Agreement would result in the imposition of an excise tax under Section 4999 of the Internal Revenue Code, the Company will instead pay Mr. Sapan either (a) the amount of that payment or (b) the maximum amount that could be paid to Mr. Sapan without the imposition of the excise tax, depending on whichever amount results in Mr. Sapan receiving the greater amount of after-tax proceeds.

The above description is qualified in its entirety by reference to the Employment Agreement and the Restricted Stock Units Agreement for the Special Equity Award, which are attached as Exhibits 10.1 and 10.2, respectively, and incorporated into this Item 5.02 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Amended and Restated Employment Agreement dated April 24, 2014, between AMC Networks, Inc. and Joshua W. Sapan.
- 10.2 Restricted Stock Units Agreement dated April 25, 2014, between AMC Networks, Inc. and Joshua W. Sapan.

SIGNATURE

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

AMC Networks Inc.
(Registrant)

Date: April 29, 2014

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

April 24, 2014

Mr. Joshua W. Sapan
AMC Networks Inc.
Eleven Pennsylvania Plaza
New York, NY 10001

Re: AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Dear Josh:

This letter, effective upon the date hereof, will confirm the terms of your employment by AMC Networks Inc. (the "Company") and hereby amends and restates your employment agreement dated June 6, 2011.

1. Your title shall be President and Chief Executive Officer and you will have the powers, responsibilities, duties and authority customary for the chief executive officer of corporations of the size, type and nature of the Company, including, without limitation, those powers, responsibilities, duties and authority you had immediately prior to the date hereof. You will report solely and directly to the Executive Chairman or Chairman of the Board of Directors of the Company. During your employment, you shall be the highest ranking executive officer of the Company other than the Executive Chairman or Chairman of the Board. You agree to devote substantially all of your business time and attention to the business and affairs of the Company.
2. Your annual base salary will be a minimum of \$2,000,000 (which will be retroactive to January 1, 2014), subject to annual review and potential increase by the Compensation Committee of the Board of Directors of the Company (the "Compensation Committee") in its discretion. Your annual base salary shall not be reduced during the term of this Agreement.

3. Your annual target bonus amount will be 200% of your annual base salary, and may range from 0% to 400% of your annual base salary, based on the achievement of certain performance criteria established by the Compensation Committee in its discretion (the "Bonus"). Such performance criteria will be set with the same level of difficulty as applied to other senior executives of the Company generally and it is anticipated that such performance criteria will be set with a level of difficulty reasonably consistent with past practice. Your Bonus for any calendar year shall be payable at the same time that annual bonuses are paid to similarly situated executives of the Company, which the Company anticipates will occur no later than March 15th of the following calendar year. For the avoidance of doubt, if you remain employed through the Scheduled Expiration Date, even if you are not employed on the date bonuses are paid for such year (but provided that you have complied with the requirements of Paragraph 10), it is understood that you will be entitled to receive the Bonus for the 2020 calendar year if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives).

4. You will be eligible to participate in all employee benefit and retirement plans of the Company at the level available to other members of senior management subject to meeting the relevant eligibility requirements and terms of the plans. You will be entitled to four (4) weeks of vacation per year, to be accrued and used in accordance with Company policy. The Compensation Committee will in good faith review your compensation package (including your salary, target bonus and target long-term incentive awards) annually, taking into account the financial and stock performance of the Company relative to other diversified media and entertainment peer companies, and, as a result of such review, may increase your compensation in its sole discretion.

5. You will be eligible to participate in the long-term cash or equity programs and arrangements of the Company consistent with your role and responsibilities as President and Chief Executive Officer of the Company. In calendar year 2014, you will receive long-term cash and equity awards with an aggregate target value of \$13,000,000. Beginning in 2015, long-term cash and/or equity awards of the same or greater aggregate target value(s) will be made to you annually through the Scheduled Expiration Date (as defined below). The Company agrees that neither the expiration of this Agreement on the Scheduled Expiration Date nor your rights in connection therewith will have any effect on any determination by the Compensation Committee with respect to the amount, terms or form of any long-term incentive awards granted to you in the future. Unless otherwise consented to by you in writing, the ratio of long-term cash and equity awards in each applicable period will be reasonably consistent with past practice and will be the same ratio of long-term cash and equity awards as generally provided to you currently or as provided to other senior executives of the Company generally. If any of your long-term cash and equity awards are subject to performance criteria, the performance criteria will be set with the same level of difficulty as applied to other senior executives of the Company generally and it is anticipated that the performance criteria will be set with a level of difficulty reasonably consistent with past practice.
6. In addition to your eligibility for the above grant of equity and cash long-term incentives in 2014, you will also receive concurrently with the execution and delivery of this Agreement a one-time special award of restricted stock units with a target value of \$25,000,000 (the "Special Equity Award"). Such Special Equity Award will be made to you on the date hereof. The number of shares to be granted shall be determined by dividing \$25,000,000 by the average closing price of the Class A Common Stock of the Company for the twenty (20) trading days prior to the date of grant. The Special Equity Award will vest on December 31, 2020 (except as otherwise provided in Paragraphs 7(d), 8, 9 and 10 hereof) and will be subject to the terms and conditions set forth in the applicable award agreement. The performance objectives applicable to the Special Equity Award will be set forth in the applicable award agreement.
7. Subject to continuing rights each party may have hereunder, either you or the Company may terminate your employment at any time. If, prior to December 31, 2020 (the "Scheduled Expiration Date"), your employment with the Company is terminated (i) by the Company, or (ii) by you for "Good Reason" (as defined in Annex A), and at the time of any such termination described above, "Cause" (as defined in Annex A) does not exist, then, subject to your execution and delivery (without revocation within any applicable revocation period) to the Company of the Company's standard separation agreement (modified to reflect the terms of this Agreement) which agreement will include, without limitation, general releases by you as well as non-competition, non-solicitation, non-disparagement, confidentiality and other provisions substantially similar to (and not more restrictive than) those set forth in Annex B (a "Separation Agreement"), the Company will provide you with the following benefits and rights:
 - (a) A cash severance payment in an amount equal to two times the sum of your annual base salary and your annual target bonus in effect at the time your employment terminates (which, for example, based on your annual salary and annual target bonus on the date hereof, would result in a payment of \$12,000,000) and such payment shall be payable to you in a lump sum on the 90th day after the termination of your employment;

- (b) Each of your outstanding long-term cash performance awards that are subject to performance criteria granted under the plans of the Company shall immediately vest in full and shall be paid only if, when and to the same extent that other similarly situated executives receive payment for such awards as determined by the Compensation Committee (subject to the satisfaction of any applicable performance objectives) provided that, for awards for which the performance periods had not been completed on the date of your termination, the Company will comply with the Rabbi Trust obligations set forth in the last paragraph of this Paragraph 7;
- (c) Each of your outstanding long-term cash awards (including any deferred compensation awards under the long-term cash award program) that are not subject to performance criteria granted under the plans of the Company, if any, shall immediately vest in full and shall be payable to you on the 90th day after the termination of your employment;
- (d) (i) All of the time based restrictions on each of your outstanding restricted stock and restricted stock units granted to you under the plans of the Company, as applicable, including, without limitation, the Special Equity Award, shall immediately be eliminated, (ii) deliveries with respect to any such restricted stock that are not subject to performance criteria shall be made immediately after the effective date of the Separation Agreement, (iii) payment and deliveries with respect to any such restricted stock units that are not subject to performance criteria shall be made on the 90th day after the termination of your employment, and (iv) payments or deliveries with respect to any restricted stock and restricted stock units that are subject to performance criteria shall be made: (A) with respect to the Special Equity Award and any other award granted after the date hereof, to the extent that the Compensation Committee determines that such performance criteria have been satisfied (which determination will be made by the Compensation Committee (1) with respect to performance periods that ended on or prior to your date of termination, within a reasonable period of time following your termination and (2) with respect to performance periods ending after your date of termination, within a reasonable period of time following the end of such performance periods, in each case subject to the Company finalizing any financial information necessary to make the determination), as soon as practicable after such determination; and (B) with respect to any other such restricted stock and restricted stock units granted prior to the date hereof, only if, when and to the same extent that other similarly situated executives receive payment or deliveries for such awards as determined by the Compensation Committee subject to satisfaction of any applicable performance objectives, in each case provided that, for awards for which the performance periods had not been completed on the date of your termination, the Company will comply with the Rabbi Trust obligations set forth in the last paragraph of this Paragraph 7;
- (e) Each of your outstanding stock options and stock appreciation awards under the plans of the Company, if any, shall immediately vest and become exercisable and you shall have the right to exercise each of those options and stock appreciation awards for the remainder of the term of such option or award; and

- (f) A pro rated annual bonus for the year in which such termination occurred (based on the number of full calendar months during which you were employed by the Company during the year) only if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for your individual performance) as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives) and, if not previously paid, your annual bonus for the preceding year, if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for your individual performance) as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives).
- (g) The above provisions of this Paragraph 7 to the contrary notwithstanding, to the extent that (i) any awards payable under this Paragraph 7 constitute “non-qualified deferred compensation” subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and any regulations and guidelines promulgated thereunder (collectively, “Section 409A”); and (ii) accelerated payout is not permitted by Section 409A, such awards shall be payable to you at such time as is provided under the terms of such awards or otherwise in compliance with Section 409A.

Notwithstanding the foregoing, in the event of a “Going Private Transaction” or a “Change of Control”, as such terms are defined in your respective long-term cash incentive, restricted stock, restricted stock unit, stock option or stock appreciation right award agreements, or in the event of your death, you will be entitled to receive the more favorable provisions (if any) provided in such award agreements (including with respect to vesting and payment); provided, however, that to the extent any previously granted award agreement provides for “deferred compensation” subject to Section 409A, then payment will not be made prior to the earliest date permitted under Section 409A.

With respect to any of your long-term cash performance, restricted stock and restricted stock unit awards for which the performance periods had not been completed on the date of your termination, (1) the Company will (a) pay a cash amount equal to the target amount of those long-term cash performance awards and (b) deliver a number of shares equal to the number of such restricted stock and restricted stock unit awards, in each case to a trust in compliance with Rev. Proc. 92-64 (the “Rabbi Trust”), and (2) subject to Paragraph 14, the cash and shares in the Rabbi Trust will be paid and delivered to you in accordance with Paragraphs 7(b) and 7(d) (and to the extent performance is not achieved, the cash and shares in the Rabbi Trust will revert to the Company).

8. If you die after a termination of your employment that is subject to Paragraph 7 or 10, your estate or beneficiaries will be provided with any remaining benefits and rights under Paragraph 7 or Paragraph 10, as applicable.
9. If you cease to be an employee of the Company or any of its affiliates prior to the Scheduled Expiration Date as a result of your death or physical or mental disability, you (or your estate or beneficiary) will be provided with the benefits and rights set forth immediately above in Paragraphs 7(b) through (g), and, in the event of your death, such longer period to exercise your then outstanding stock options and stock appreciation awards of the Company as may otherwise be permitted under the applicable stock plan and award letter.
10. If, after the Scheduled Expiration Date, your employment with the Company is terminated (i) by the Company, (ii) by you for Good Reason, or (iii) by you without Good Reason but only if you had provided the Company with at least six months advance written notice of your intent to so terminate your employment under this provision, and such written notice specifies an effective date of termination no sooner than the first day after the Scheduled Expiration Date, or (iv) as a result of your death or disability, and at the time of any such termination described above, Cause does not exist, then, subject to (except in the case of your death) your execution and delivery (without revocation) to the Company of a Separation Agreement, you or your estate or beneficiary, as the case may be, will be provided with the benefits and rights set forth above in Paragraphs 7(b) through (g).
11. If, prior to, on or after the Scheduled Expiration Date, you cease to be employed by the Company for any reason other than your being terminated by the Company for Cause, you shall have three years to exercise outstanding stock options and stock appreciation awards of the Company unless you are afforded a longer period for exercise pursuant to another provision of this Agreement or any applicable award letter, but in no event shall such stock options or stock appreciation awards be exercisable after the end of the applicable regularly scheduled term (except in the case of death, as may otherwise be permitted under the applicable stock plan and award letter).
12. Upon the termination of your employment with the Company, except as otherwise specifically provided in this Agreement, your rights to benefits and payments under the Company's pension and welfare plans (other than severance benefits) and any outstanding long-term cash or equity awards shall be determined in accordance with the then current terms and provisions of such plans, agreements and awards under which such benefits and payments (including such long-term cash or equity awards) were granted.

13. You and the Company agree to be bound by the additional covenants, acknowledgements and other provisions applicable to each that are set forth in Annex B, which shall be deemed to be part of this Agreement.
14. The Company may withhold from any payment due hereunder any taxes that are required to be withheld under any law, rule or regulation.
15. If any payment otherwise due to you hereunder would result in the imposition of the excise tax imposed by Section 4999 of the Internal Revenue Code, the Company will instead pay you either (i) such amount or (ii) the maximum amount that could be paid to you without the imposition of the excise tax, depending on whichever amount results in your receiving the greater amount of after-tax proceeds. In the event that the payments and benefits payable to you would be reduced as provided in clause (ii) of the previous sentence, then such reduction will be determined in a manner which has the least economic cost to you and, to the extent the economic cost is equivalent, such payments or benefits will be reduced in the inverse order of when the payments or benefits would have been made to you (i.e., later payments will be reduced first) until the reduction specified is achieved.
16. If and to the extent that any payment or benefit under this Agreement, or any plan, award or arrangement of the Company or its affiliates, constitutes "non-qualified deferred compensation" subject to Section 409A of the Code and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Any amount not paid or benefit not provided in respect of the six month period specified in the preceding sentence will be paid to you, together with interest on such delayed amount at a rate equal to the average of the one-year LIBOR fixed rate equivalent for the ten business days prior to the date of your separation from service, in a lump sum or, as applicable, will be provided to you as soon as practicable after the expiration of such six month period. Any such payments or benefit subject to Section 409A shall be treated as separate payments for purposes of Section 409A. Furthermore, to the extent any other payments of money or other benefits due to you could cause the application of an additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A.
17. To the extent any expense reimbursement is determined to be subject to Section 409A, the amount of any such expenses eligible for reimbursement in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except under any lifetime limit applicable to expenses for medical care), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which you incurred such expenses, and in no event shall any right to reimbursement be subject to liquidation or exchange for another benefit.

18. The Company will not take any action that would expose any payment or benefit to you to an acceleration of income, interest or the additional tax of Section 409A(1) , unless (i) the Company is obligated to take the action under agreement, plan or arrangement to which you are a party, (ii) you request the action, (iii) the Company advises you in writing that the action may result in the imposition of the additional tax and (iv) you subsequently request the action in a writing that acknowledges you will be responsible for any effect of the action under Section 409A. The Company will hold you harmless for any action it may take in violation of this Paragraph 18, including any attorney's fees you may incur in enforcing your rights.
19. It is our intention that the benefits and rights to which you could become entitled in connection with termination of employment comply with Section 409A. If you or the Company believes, at any time, that any of such benefit or right does not comply, it will promptly advise the other and will negotiate reasonably and in good faith to amend the terms of such arrangement such that it complies (with the most limited possible economic effect on you and on the Company).
20. This Agreement is personal to you and without the prior written consent of the Company shall not be assignable by you otherwise than by will or the laws of descent and distribution and any assignment in violation of this Paragraph 20 shall be void. This Agreement shall inure to the benefit of and be enforceable by your legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.
21. To the extent permitted by law, you and the Company waive any and all rights to a jury trial with respect to any controversy or claim between you and the Company arising out of or relating to or concerning this Agreement (including the covenants contained in Annex B) or any aspect of your employment with the Company or the termination of that employment.
22. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE.
23. Both the Company and you hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement, and each of us hereby waives, and agrees not to assert, as a defense that either of us, as appropriate, is not subject thereto or that the venue thereof may not be appropriate. We each hereby agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by law shall be valid and sufficient service thereof.

24. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. It is the parties' intention that this Agreement not be construed more strictly with regard to you or the Company. From and after the date hereof, this Agreement shall supersede any prior agreements, arrangements, understandings and communications between the parties dealing with such subject matter hereof, whether oral or written.
25. Certain capitalized terms used herein have the meanings set forth in Annex A hereto.
26. This Agreement shall automatically expire and be of no further effect as of immediately following the Scheduled Expiration Date; provided, however, Paragraphs 2, 8 (in respect of Paragraph 10) and 10 through, and including, 26 shall survive the termination or expiration of this Agreement and shall be binding on you and the Company.
27. The Company hereby agrees that it shall indemnify and hold you harmless to the fullest extent provided in Article VIII of the Company's By-Laws and on terms no less favorable as those applicable to other similarly situated executives of the Company. To the extent that Company maintains officers' and directors' liability insurance, you will be covered under such policy subject to the exclusions and limitations set forth therein. The provisions of this Paragraph 27 shall survive the expiration or termination of your employment and/or this Agreement.

AMC NETWORKS INC.

/s/ Charles F. Dolan

By: Charles F. Dolan

Title: Executive Chairman

Accepted and Agreed:

/s/ Joshua W. Sapan

Joshua W. Sapan

ANNEX A
DEFINITIONS ANNEX
(This Annex constitutes part of the Agreement)

“Cause” means your (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or an affiliate thereof, or (ii) commission of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of Nolo Contendere, or imposition of unadjudicated probation for any crime involving moral turpitude or felony.

Termination for “Good Reason” means that (1) without your consent, (A) your base salary or bonus target as an employee is reduced, (B) the Company requires that your principal office be located more than fifty miles from Manhattan, (C) the Company materially breaches its obligations to you under this Agreement, (D) you are no longer the President and Chief Executive Officer of the Company, (E) you report directly to someone other than the Chairman (or an Executive Chairman) of the Board of Directors of the Company, or (F) your responsibilities are materially diminished, (2) you have given the Company written notice, referring specifically to this definition, that you do not consent to such action, (3) the Company has not corrected such action within 15 days of receiving such notice, and (4) you voluntarily terminate your employment within 90 days following the happening of the action described in subsection (1) above.

ANNEX B
ADDITIONAL COVENANTS
(This Annex constitutes part of the Agreement)

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

1. CONFIDENTIALITY

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

If disclosed, Confidential Information or Other Information could have an adverse effect on the Company’s standing in the community, its business reputation, operations or competitive position or the standing, reputation, operations or competitive position of any of its affiliates subsidiaries, officers, directors, employees, actors, producers, directors, writers or other creative personnel, consultants or agents or any of the Covered Parties.

Notwithstanding the foregoing, the obligations of this paragraph, other than with respect to subscriber information, shall not apply to Confidential Information which is:

- a) already in the public domain;
- b) disclosed to you by a third party with the right to disclose it in good faith and not intended to be maintained in confidence; or
- c) specifically exempted in writing by the Company from the applicability of this Agreement.

Notwithstanding anything elsewhere in this Agreement, you are authorized to make any disclosure required of you by any federal, state and local laws or judicial, arbitral or governmental agency proceedings, after providing the Company with prior written notice and an opportunity to respond prior to such disclosure. In addition, this Agreement in no way restricts or prevents you from providing truthful testimony concerning the Company to judicial, administrative, regulatory or other governmental authorities.

2. Non-Compete

You acknowledge that due to your executive position in the Company and your knowledge of the Company's confidential and proprietary information, your employment or affiliation with certain entities would be detrimental to the Company. You agree that, without the prior written consent of the Company, you will not represent, become employed by, consult to, advise in any manner or have, directly or indirectly, any material interest in any Competitive Entity (as defined below). A "Competitive Entity" shall mean (1) any person or entity that (i) competes with any of the Company's or its affiliates' programming, advertising, entertainment, film production, theatrical, motion picture exhibition or other existing business, nationally or regionally, or (ii) directly competes with any other business of the Company or one of its subsidiaries that produced greater than 10% of the Company's revenues in the calendar year immediately preceding the year in which the determination is made, or (2) any trade or professional association representing any of the companies covered by this paragraph. Ownership of not more than 1% of the outstanding stock of any publicly traded company shall not be a violation of this paragraph. This agreement not to compete will expire upon the first anniversary of the date of your termination of employment with the Company.

3. Additional Understandings

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

Unless the Company determines in good faith that you have committed any malfeasance during your employment by the Company, the Company agrees that its corporate officers and directors, employees in its public relations department or third party public relations representatives retained by the Company will not disparage you or make negative statements in the press or other media which are damaging to your business or personal reputation.

In the event that you so disparage the Company or make such negative statements, then notwithstanding the above provision to the contrary, the Company may make a proportional response thereto. In the event that the Company so disparages you or makes such negative statements, then notwithstanding the above provision to the contrary, you may make a proportional response thereto.

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

4. Further Cooperation

Following the date of termination of your employment with the Company (the "Expiration Date"), you will no longer provide any regular services to the Company or represent yourself as a Company agent. If, however, the Company so requests, you agree to cooperate fully with the Company in connection with any matter with which you were involved prior to the Expiration Date, or in any litigation or administrative proceedings or appeals (including any preparation therefore) where the Company believes that your personal knowledge, attendance and participation could be beneficial to the Company. This cooperation includes, without limitation, participation on behalf of the Company in any litigation or administrative proceeding brought by any former or existing Company employees, actors, producers, directors, writers or other creative personnel, representatives, agents or vendors. The Company will pay you for your services rendered under this provision at the rate of \$6,800 per day for each day or part thereof, within 30 days of approved invoice therefore.

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

5. Non-Hire or Solicit

You agree not to hire, seek to hire, or cause any person or entity to hire or seek to hire (without the prior written consent of the Company), directly or indirectly (whether for your own interest or any other person or entity's interest) any then current employee of the Company, or any of its subsidiaries or affiliates, until the first anniversary of the date of your termination of employment with the Company. This restriction does not apply to any employee who was discharged by the Company. In addition, this restriction will not prevent you from providing references.

6. Acknowledgements.

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

7. Surviving.

The provisions of this Annex B shall survive any termination of your employment by the Company or the expiration of the Agreement.

RESTRICTED STOCK UNITS AGREEMENT

Joshua Sapan

April 25, 2014

Dear Josh:

Pursuant to the AMC Networks Inc. Amended and Restated 2011 Employee Stock Plan (the "Plan"), you have been selected by the Compensation Committee of the Board of Directors (as more fully described in Section 11, the "Committee") of AMC Networks Inc. (the "Company"), effective as of April 25, 2014 (the "Grant Date"), to receive 353,756 restricted stock units ("Units"). The Units are granted subject to the terms and conditions set forth below and in the Plan.

Capitalized terms used but not defined in this agreement (this "Agreement") have the meanings given to them in the Plan. The Units are subject to the terms and conditions set forth below:

1. *Awards.* Each Unit shall represent an unfunded, unsecured promise by the Company to deliver to you one share of the Company's Class A Common Stock, par value \$.01 per share ("Share"), on the Delivery Date. In accordance with Section 10(b) of the Plan, in the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of your Units, the Company may deliver a cash amount equal to the number of such Shares multiplied by the Fair Market Value of a Share on the date when Shares would otherwise have been issued, as determined by the Committee.
2. *Vesting.* Subject to Sections 3 and 4, none of your Units will vest and you will forfeit all of them if you do not remain continuously employed with the Company or one of the AMC Subsidiaries from the Grant Date through December 31, 2020 (the "Vesting Date"), provided the performance criteria set forth in Annex 2 attached hereto (the "Performance Criteria") have been satisfied as of the Vesting Date, as determined by the Committee.
3. *Vesting in the Event of Death.* If your employment is terminated as a result of your death, all of the Units will vest as of the termination date without regard to satisfaction of the Performance Criteria.
4. *Change of Control/Going Private Transaction.* As set forth in Annex 1 attached hereto, your entitlement to the Units may be affected in the event of a Change of Control of the Company or a going-private transaction (each as defined in Annex 1 attached hereto).
5. *Transfer Restrictions.* You may not transfer, assign, pledge or otherwise encumber the Units, other than to the extent provided in the Plan.

6. *Right to Vote and Receive Dividends.* You shall not be deemed to be the holder of Shares, and shall not have any of the rights of a stockholder with respect to any Units, unless and until the Company shall have issued and delivered Shares to you and your name shall have been entered as a stockholder of record on the books of the Company. Pursuant to Section 10(c) of the Plan, all ordinary (as determined by the Committee in its sole discretion) cash dividends that would have been paid upon any Shares underlying your Units had such Shares been issued will be retained by the Company for your account until your Units vest and such dividends will be paid to you (without interest) on the Delivery Date to the extent that your Units vest.

7. *Tax Representations and Tax Withholding.* You hereby acknowledge that you have reviewed with your own tax advisors the federal, state and local tax consequences of receiving the Units. You hereby represent to the Company that you are relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents. If, in connection with the Units, the Company is required to withhold any amounts by reason of any federal, state or local tax, such withholding shall be effected in accordance with Section 16 of the Plan.

8. *Section 409A.* It is the Company's intent that payments under this Agreement shall comply with Section 409A of the Internal Revenue Code ("Section 409A") to the extent applicable, and that the Agreement be administered accordingly. Notwithstanding anything to the contrary contained in this Agreement or any employment agreement you have entered into with the Company, to the extent that any payment or benefit under this Agreement, or any other plan or arrangement of the Company or its affiliates, is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to you by reason of your termination of employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service (or your earlier death). Each payment under this Agreement will be treated as a separate payment under Section 409A of the IRC.

9. *Delivery.* Subject to Sections 8, 10 and 13 and except as otherwise provided in this Agreement, the Shares will be delivered in respect of vested Units (if any) on the first to occur of the following events (i) to you on or promptly after the Vesting Date (but in no case more than 15 days after such date), (ii) in the event of your death to your estate after your death and during the calendar year in which your death occurs (or such later date as may be permitted under Section 409A) and (iii) in the event of any other termination of your employment (including pursuant to the provisions of Annex 1), to you on the ninetieth (90th) day following your termination of employment (the "Delivery Date"). Unless otherwise determined by the Committee, delivery of the Shares at the Delivery Date will be by book-entry credit to an account in your name that the Company has established at a custody agent (the "custodian"). The Company's transfer agent, Wells Fargo Bank, N.A., shall act as the custodian of the Shares; however, the Company may in its sole discretion appoint another custodian to replace Wells Fargo Bank, N.A. On the Delivery Date, if you have complied with your obligations under this Agreement and provided that your tax obligations with respect to the vested Units are appropriately satisfied, we will instruct the custodian to electronically transfer your Shares to a brokerage or other account on your behalf (or make such other arrangements for the delivery of the Shares to you as we reasonably determine).

10. *Right of Offset.* You hereby agree that the Company shall have the right to offset against its obligation to deliver shares of Class A Common Stock, cash or other property under this Agreement to the extent that it does not constitute “non-qualified deferred compensation” pursuant to Section 409A, any outstanding amounts of whatever nature that you then owe to the Company or any of the AMC Subsidiaries.
11. *The Committee.* For purposes of this Agreement, the term “Committee” means the Compensation Committee of the Board of Directors of the Company or any replacement committee established under, and as more fully defined in, the Plan.
12. [Intentionally omitted]
13. [Intentionally omitted]
14. *Units Subject to the Plan.* The Units covered by this Agreement are subject to the Plan.
15. *AMC Subsidiaries.* For purposes of this Agreement, “AMC Subsidiaries” shall mean the direct or indirect subsidiaries of the Company (or, in the case of a going private transaction or Change in Control, the direct or indirect subsidiaries of the Surviving Entity).
16. *Entire Agreement.* Except for any employment agreement between you and the Company or any of its Affiliates in effect as of the date of the grant hereof (as such employment agreement may be modified, renewed or replaced), this Agreement and the Plan constitute the entire understanding and agreement of you and the Company with respect to the Units covered hereby and supersede all prior understandings and agreements. Except as provided in Sections 8 and 15, in the event of a conflict among the documents with respect to the terms and conditions of the Units covered hereby, the documents will be accorded the following order of authority: the terms and conditions of the Plan will have highest authority followed by the terms and conditions of your employment agreement, if any, followed by the terms and conditions of this Agreement.
17. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and assigns.
18. *Governing Law.* This Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of New York.
19. *Jurisdiction and Venue.* You irrevocably submit to the jurisdiction of the courts of the State of New York and the Federal courts of the United States located in the Southern District and Eastern District of the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense that you are not subject thereto or that the venue thereof may not be appropriate. You agree that the mailing of process or other papers in connection with any action or proceeding in any manner permitted by law shall be valid and sufficient service.

20. *Waiver.* No waiver by the Company at any time of any breach by you of, or compliance with, any term or condition of this Agreement or the Plan to be performed by you shall be deemed a waiver of the same, any similar or any dissimilar term or condition at the same or at any prior or subsequent time.

21. *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any term or condition hereof shall not affect the validity or enforceability of the other terms and conditions set forth herein.

22. *Exclusion from Compensation Calculation.* By acceptance of this Agreement, you shall be deemed to be in agreement that the Units covered hereby shall be considered special incentive compensation and will be exempt from inclusion as “wages” or “salary” in pension, retirement, life insurance and other employee benefits arrangements of the Company and its Affiliates, except as determined otherwise by the Company. In addition, each of your beneficiaries shall be deemed to be in agreement that all such shares be exempt from inclusion in “wages” or “salary” for purposes of calculating benefits of any life insurance coverage sponsored by the Company or any of its Affiliates.

23. *No Right to Continued Employment.* Nothing contained in this Agreement or the Plan shall be construed to confer on you any right to continue in the employ of the Company or any Affiliate, or derogate from the right of the Company or any Affiliate, as applicable, to retire, request the resignation of, or discharge you, at any time, with or without cause.

24. *Restrictive Covenants.* You agreed to be bound by the restrictive covenants set forth in Annex 3.

25. *Headings.* The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the terms and conditions of this Agreement.

26. *Effective Date.* Upon execution by you, this Agreement shall be effective from and as of the Grant Date.

27. *Signatures.* Execution of this Agreement by the Company and/or you may be in the form of an electronic, manual or similar signature, and such signature shall be treated as an original signature for all purposes.

AMC NETWORKS INC.

By: /s/ Charles F. Dolan
Name: Charles F. Dolan
Title: Executive Chairman

By your electronic signature, you (i) acknowledge that a complete copy of the Plan and this Agreement have been made available to you and (ii) agree to all of the terms and conditions set forth in the Plan and this Agreement.

Annex 1

to

Restricted Stock Units Agreement

In the event of a “Change of Control” of the Company or a “going private transaction,” as defined below, your entitlement to Units shall be as follows:

1. If the Company or the Surviving Entity, as defined below, has shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall, no later than the effective date of the transaction which results in a Change of Control or going private transaction, deem the Performance Criteria to be satisfied and either (A) convert your unvested Units into an amount of cash equal to (i) the number of your unvested Units multiplied by (ii) the “offer price per share,” the “acquisition price per share” or the “merger price per share,” each as defined below, whichever of such amounts is applicable or (B) arrange to have the Surviving Entity grant to you an award of restricted stock units (or partnership units) for shares of the Surviving Entity on the same terms and with a value equivalent to your unvested Units which will, in the good faith determination of the Committee, provide you with an equivalent profit potential.

2. If the Company or the Surviving Entity does not have shares of common stock (or partnership units) traded on a national stock exchange or on the over-the-counter market as reported on NASDAQ, the Committee shall deem the Performance Criteria to be satisfied and convert your unvested Units into an amount of cash equal to the amount calculated as per Paragraph 1(A) above.

3. Provided that you remain continuously employed with the Company, the Surviving Entity or one of the AMC Subsidiaries, any cash award provided for in Paragraph 1(A) or 2 shall become payable to you (or your estate), and any substitute restricted stock unit award of the Surviving Entity provided in Paragraph 1(B) will vest, at the earlier of (a) the date of a Change of Control, (b) the date on which your Units would otherwise have vested had they continued in effect, (c) the date of your death or (d) the date on which your employment with the Company, the Surviving Entity or one of the AMC Subsidiaries is terminated (i) by the Company, the Surviving Entity or one of the AMC Subsidiaries other than for Cause, (ii) by you for “good reason,” as defined below, or (iii) by you for any reason at least six (6) months, but not more than nine (9) months after the effective date of the going private transaction; provided that clause (iii) herein shall not apply in the event that your rights in the Units are converted into a right to receive an amount of cash in accordance with Paragraph 1(A). The amount payable in cash shall be payable together with interest from the effective date of the Change of Control or going private transaction until the date of payment at (a) the weighted average cost of capital of the Company immediately prior to the effectiveness of the Change of Control or going private transaction, or (b) if the Company (or the Surviving Entity) sets aside the funds in a trust or other funding arrangement, the actual earnings of such trust or other funding arrangement.

4. As used herein,

“*Acquisition price per share*” shall mean the greater of (i) the highest price per share stated on the Schedule 13D or any amendment thereto filed by the holder of twenty percent (20%) or more of the Company’s voting power which gives rise to the Change of Control or going private transaction, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction.

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

“*Change of Control*” means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

“*Going private transaction*” means a transaction involving the purchase of Company securities described in Rule 13e-3 to the Securities and Exchange Act of 1934.

“*Good reason*” means

a. without your express written consent any reduction in your base salary or target bonus opportunity, or any material impairment or material adverse change in your working conditions (as the same may from time to time have been improved or, with your written consent, otherwise altered, in each case, after the Grant Date) at any time after or within ninety (90) days prior to the Change of Control including, without limitation, any material reduction of your other compensation, executive perquisites or other employee benefits (measured, where applicable, by level or participation or percentage of award under any plans of the Company), or material impairment or material adverse change of your level of responsibility, authority, autonomy or title, or to your scope of duties;

b. any failure by the Company to comply with any of the provisions of this Agreement, other than an insubstantial or inadvertent failure remedied by the Company promptly after receipt of notice thereof given by you;

c. the Company’s requiring you to be based at any office or location more than thirty-five (35) miles from your location immediately prior to such event except for travel reasonably required in the performance of your responsibilities; or

d. any failure by the Company to obtain the assumption and agreement to perform this Agreement by a successor as contemplated by Paragraph 1.

“*Merger price per share*” shall mean, in the case of a merger, consolidation, sale, exchange or other disposition of assets that results in a Change of Control or going private transaction (a “*Merger*”), the greater of (i) the fixed or formula price for the acquisition of shares of common stock occurring pursuant to the Merger, and (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of such Change of Control or going private transaction. Any securities or property which are part or all of the consideration paid for shares of common stock pursuant to the Merger shall be valued in determining the merger price per share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity which is a party with the Company to the Merger, or (B) the valuation placed on such securities or property by the Committee.

“*Offer price per share*” shall mean, in the case of a tender offer or exchange offer which results in a Change of Control or going private transaction (an “*Offer*”), the greater of (i) the highest price per share of common stock paid pursuant to the Offer, or (ii) the highest fair market value per share of common stock during the ninety-day period ending on the date of a Change of Control or going private transaction. Any securities or property which are part or all of the consideration paid for shares of common stock in the Offer shall be valued in determining the Offer Price per Share at the higher of (A) the valuation placed on such securities or property by the Company, person or other entity making such offer or (B) the valuation placed on such securities or property by the Committee.

“*Surviving Entity*” means the entity that owns, directly or indirectly, after consummation of any transaction, substantially all the assets of the Company as constituted immediately prior to consummation of such transaction. If any such entity is at least majority-owned, directly or indirectly, by any entity (a “parent

entity”) which has shares of common stock (or partnership units) traded on a national stock exchange or the over-the-counter market, as reported on NASDAQ, then such parent entity shall be deemed to be the Surviving Entity, provided that if there shall be more than one such parent entity, the parent entity closest to ownership of substantially all the assets of the Company shall be deemed to be the Surviving Entity. If in connection with any transaction, a Change of Control or going private transaction occurs and no entity shall own, after consummation of such transaction, substantially all the assets of the Company as constituted immediately prior to consummation of such transaction, then, notwithstanding any other provision of this Paragraph 4 to the contrary, there shall not be deemed to be a Surviving Entity so that the provisions of Paragraph 1(B) shall not be applicable.

Annex 2

to

Restricted Stock Units Agreement

The performance objective for this Agreement is the achievement by the Company, in any of fiscal years 2015 or 2016, of at least 90% of Business Unit AOCF for fiscal year 2013, or the achievement by the Company in the period April 1, 2014 through December 31, 2014, of at least 90% of Business Unit AOCF for April 1, 2013 through December 31, 2013.

Definitions. For purposes of this Annex 2:

“AOCF” means adjusted operating cash flow, as adjusted operating cash flow is defined in the earnings release of the Company dated February 27, 2014, but excluding the impact of this Award and all other performance-based long-term incentive awards.

“Business Unit AOCF” means the combined AOCF of the Company’s operating businesses excluding the Chellomedia business unit.

Business Unit AOCF will be based on actual financial performance for the periods January 1 through December 31, 2013, 2015 and 2016, or April 1 through December 31, 2013 and 2014, as applicable (as determined in the manner described above) modified to neutralize the impact of the following items in each year, in each case to the extent not already contemplated by the five-year plan presented to the Company’s Board of Directors on December 11, 2013:

- a) Acquisitions of businesses or planned acquisitions that are not completed (including costs for acquisitions that are not completed);
- b) Dispositions of businesses or discontinued businesses, in each case in a manner that neutralizes the impact of the associated effects on corporate or other expenses that otherwise would have been allocated to such businesses;
- c) Investments in new business ventures or initiatives not budgeted or forecasted (as opposed to over budget or forecast) in order to achieve new revenue opportunities or significantly improve existing revenue opportunities;
- d) The timing of new original programming investments not budgeted or forecasted (as opposed to over budget or forecast) in order to achieve new future-period revenue opportunities;
- e) Position eliminations or reductions in force, occurring in either of 2014, 2015 or 2016, which accelerate expense and, therefore, benefit future periods;
- f) Disputes under or a termination of any affiliate agreement by distributors in connection with significant litigation (including any litigation costs or settlements);
- g) The imposition of any new tax, fee or surcharge by any government or regulatory entity (other than those that would be billed or passed through to customers);
- h) Changes in generally accepted accounting principles (GAAP) or in the application of GAAP different from what was assumed in the five-year plan or an acceleration of expense due to a change in useful life that was not budgeted or forecasted, *provided* that adjustments will be made only to the extent that the net cumulative impact of such changes results in a positive or negative variance of greater than \$2 million; and

i) Acts of God, terrorism or vandalism.

Annex 3
to
Restricted Stock Units Agreement

RESTRICTIVE COVENANTS

You agree to comply with the following covenants.

1. CONFIDENTIALITY

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

If disclosed, Confidential Information or Other Information could have an adverse effect on the Company’s standing in the community, its business reputation, operations or competitive position or the standing, reputation, operations or competitive position of any of its affiliates subsidiaries, officers, directors, employees, teams, players, coaches, consultants or agents or any of the Covered Parties.

Notwithstanding the foregoing, the obligations of this section, other than with respect to subscriber information, shall not apply to Confidential Information which is:

- a) already in the public domain;
- b) disclosed to you by a third party with the right to disclose it in good faith; or
- c) specifically exempted in writing by the Company from the applicability of this Agreement.

Notwithstanding anything elsewhere in this Agreement, you are authorized to make any disclosure required of you by any federal, state and local laws or judicial, arbitral or governmental agency proceedings, after providing the Company with prior written notice and an opportunity to respond prior to such disclosure. In addition, this Agreement in no way restricts or prevents you from providing truthful testimony concerning the Company to judicial, administrative, regulatory or other governmental authorities.

2. NON-DISPARAGEMENT

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

3. COMPANY PROPERTY

In addition, you agree that the Company is the owner of all rights, title and interest in and to all documents, tapes, videos, designs, plans, formulas, models, processes, computer programs,

inventions (whether patentable or not), schematics, music, lyrics and other technical, business, financial, advertising, sales, marketing, programming, customer or product development concepts, plans, forecasts, strategies, information and materials (in any medium whatsoever) developed or prepared by you or with your cooperation during the course of your employment by the Company (the "Materials"). The Company will have the sole and exclusive authority to use the Materials in any manner that it deems appropriate, in perpetuity, without additional payment to you.

4. FURTHER COOPERATION

Following the date of termination of your employment with the Company (the "Expiration Date"), you will no longer provide any regular services to the Company or represent yourself as a Company agent. If, however, the Company so requests, you agree to cooperate fully with the Company in connection with any matter with which you were involved prior to the Expiration Date, or in any litigation or administrative proceedings or appeals (including any preparation therefore) where the Company believes that your personal knowledge, attendance and participation could be beneficial to the Company or its Affiliates. This cooperation includes, without limitation, participation on behalf of the Company or its Affiliates in any litigation or administrative proceeding brought by any former or existing employee, team, player, coach, guest, representative, agent or vendor of the Company or its Affiliates.

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

5. NON-HIRE OR SOLICIT

You agree not to hire, seek to hire, or cause any person or entity to hire or seek to hire (without the prior written consent of the Company), directly or indirectly (whether for your own interest or any other person or entity's interest) any then current employee of the Company, or any of its Affiliates, until the first anniversary of the date of your termination of employment with the Company. This restriction does not apply to any employee who was discharged by the Company. In addition, this restriction will not prevent you from providing references.

6. ACKNOWLEDGMENTS

You acknowledge that the restrictions contained in this Annex 3, in light of the nature of the Company's business and your position and responsibilities, are reasonable and necessary to protect the legitimate interests of the Company. You acknowledge that the Company has no adequate remedy at law and would be irreparably harmed if you breach or threaten to breach the provisions of this Annex 3, and therefore agree that the Company shall be entitled to injunctive relief, to prevent any breach or threatened breach of any of those provisions and to specific performance of the terms of each of such provisions in addition to any other legal or equitable remedy it may have. You further agree that you will not, in any equity proceeding relating to the enforcement of the provisions of this Annex 3, raise the defense that the Company has an adequate remedy at law. Nothing in this Annex 3 shall be construed as prohibiting the Company from pursuing any other remedies at law or in equity that it may have or any other rights that it may have under any other agreement. If it is determined that any of the provisions of this Annex 3 or any part thereof, is unenforceable because of the duration or scope (geographic or otherwise) of such provision, it is the intention of the parties that the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced.

7. SURVIVAL

The provisions of this Annex 3 shall survive any termination of your employment by the Company or the expiration of the Agreement.

8. CLAWBACK

If you breach any of the covenants in this Annex 3, then the Company will be entitled to (i) seek injunctive relief in accordance with Section 6 of this Annex 3 or (ii) exercise its right to receive, and you will be obligated to immediately repay to the Company upon demand therefor, the gross (pre-tax) amount of (i) the fair market value of any Shares deliverable in respect of the Units granted under this Agreement (based on the closing price of the Shares on the Delivery Date or the most immediately preceding trading day) and (ii) any cash payable in respect of the Units granted under this Agreement.