



## OFFER TO PURCHASE FOR CASH

Any and All of Its Outstanding  
7.75% Senior Notes due 2021 (the “Notes”)  
(CUSIP Number/ISIN: 00164VAB9/US00164VAB99)

**THE OFFER TO PURCHASE THE NOTES, ON THE TERMS AND SUBJECT TO THE CONDITIONS SET FORTH IN THIS OFFER TO PURCHASE (AS DEFINED BELOW), WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 29, 2016, UNLESS EXTENDED OR EARLIER TERMINATED AS DESCRIBED HEREIN (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION DATE”). YOU MUST VALIDLY TENDER YOUR NOTES, OR DELIVER A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY, AT OR PRIOR TO THE EXPIRATION DATE TO BE ELIGIBLE TO RECEIVE THE PURCHASE PRICE (AS DEFINED BELOW). VALIDLY TENDERED NOTES MAY BE VALIDLY WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION DATE, UNLESS EXTENDED OR EARLIER TERMINATED AS DESCRIBED BELOW, BUT NOT THEREAFTER.**

AMC Networks Inc. (“AMC Networks,” the “Company,” “we” or “us”), a Delaware corporation, hereby offers to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this “Offer to Purchase”) and in the related Letter of Transmittal (as it may be amended or supplemented from time to time, the “Letter of Transmittal”) and the Notice of Guaranteed Delivery (together with this Offer to Purchase and the Letter of Transmittal, the “Offer Documents”), any and all of its outstanding Notes (the “Tender Offer”), at the price per \$1,000 principal amount set forth in the table below (the “Purchase Price”), plus accrued and unpaid interest from the last interest payment date to, but not including, the Payment Date (as defined herein) (“Accrued Interest”).

The Tender Offer is open to all holders (individually, a “Holder,” and collectively, the “Holders”) of the Notes. The consideration for each \$1,000 principal amount of the Notes validly tendered and accepted for purchase pursuant to the Tender Offer will be the Purchase Price.

**This Offer to Purchase, the related Letter of Transmittal and the Notice of Guaranteed Delivery, attached as Appendix A hereto, contain important information that should be read before any decision is made with respect to the Tender Offer. In particular, see “Certain Considerations” beginning on page 16 for a discussion of certain factors you should consider in connection with the Tender Offer.**

The following table sets forth the material pricing terms of the Tender Offer:

<u>Title of Security</u>	<u>CUSIP Number/ISIN</u>	<u>Principal Amount Outstanding</u>	<u>Purchase Price (1)</u>
7.75% Senior Notes due 2021	00164VAB9 / US00164VAB99	\$700,000,000	\$1,058.57

- (1) Per \$1,000 principal amount of Notes validly tendered and accepted for purchase and excluding Accrued Interest. Holder will receive in cash an amount equal to accrued and unpaid interest from the last interest payment date to, but not including, the Payment Date, in addition to the Purchase Price.

The Dealer Managers for the Tender Offer are:

**BofA Merrill Lynch**

**Morgan Stanley**

March 23, 2016

## IMPORTANT INFORMATION

Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as dealer managers (the “Dealer Managers”) in connection with the Tender Offer. Questions and requests for assistance or for additional copies of the Offer Documents may be directed to either of the Dealer Managers or to Global Bondholder Services Corporation, which is acting as information agent (the “Information Agent”) and depositary (the “Depository”) in connection with the Tender Offer, each at their respective addresses and telephone numbers set forth on the last page of this Offer to Purchase.

The Offer Documents contain important information that should be read carefully before any decision is made with respect to the Tender Offer. If you are in any doubt as to the action you should take, we recommend that you seek your own legal or financial advice, including as to any tax consequences, from your stockbroker, bank manager, attorney, solicitor, accountant or other independent financial adviser.

All of the Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”).

The Notes are eligible to be held and cleared through DTC. If you desire to tender Notes, you must transfer them to the Depository by completing the Letter of Transmittal and delivering it to the Depository in accordance with the procedures described in “The Tender Offer—Procedures for Tendering Notes—Procedures for Tendering the Notes,” or through DTC’s Automated Tender Offer Program (“ATOP”), for which the Tender Offer for the Notes will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee or custodian, you must contact them if you wish to tender your Notes. See “The Tender Offer—Procedures for Tendering Notes.” If you desire to tender your Notes and (1) your Notes certificates are not immediately available or cannot be delivered to the Depository, (2) you cannot comply with the procedure for book-entry transfer, or (3) you cannot deliver the other required documents to the Depository by the Expiration Date, you must tender your Notes according to the guaranteed delivery procedure described below.

NONE OF AMC NETWORKS, THE TRUSTEE, THE DEALER MANAGERS, THE DEPOSITARY OR THE INFORMATION AGENT MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT HOLDERS SHOULD TENDER THEIR NOTES. EACH HOLDER MUST MAKE ITS OWN DECISION AS TO WHETHER TO TENDER ITS NOTES, AND, IF SO, THE PRINCIPAL AMOUNT TO TENDER. BEFORE MAKING YOUR DECISION, WE URGE YOU TO CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, INCLUDING THE INFORMATION SET FORTH UNDER “CERTAIN CONSIDERATIONS,” AND THE OTHER DOCUMENTS REFERRED TO IN THIS DOCUMENT. SEE “AVAILABLE INFORMATION.”

**THIS OFFER TO PURCHASE DOES NOT CONSTITUTE AN OFFER TO PURCHASE NOTES, AND ANY INSTRUCTIONS RELATING TO THE TENDER OFFER WILL NOT BE ACCEPTED FROM, OR ON BEHALF OF, HOLDERS OF NOTES, IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER UNDER THE LAWS OR REGULATIONS OF SUCH JURISDICTION, INCLUDING APPLICABLE SECURITIES LAWS. WE ARE OFFERING TO PURCHASE THE NOTES ONLY UNDER CIRCUMSTANCES AND IN JURISDICTIONS WHERE IT IS LAWFUL TO DO SO. THIS OFFER TO PURCHASE DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OR OTHER FINANCIAL INSTRUMENTS THAT MAY BE ISSUED OR OTHERWISE INCURRED IN CONNECTION WITH THE DEBT FINANCING (AS DEFINED BELOW).**

**THE OFFER DOCUMENTS HAVE NOT BEEN FILED WITH OR REVIEWED BY ANY FEDERAL, STATE OR FOREIGN SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFER DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.**

The Offer Documents and any other documents or materials relating to the Tender Offer are for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Financial Promotion Order”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Financial Promotion Order, (iii) are outside the United Kingdom, (iv) are members or creditors of AMC Networks or other persons falling within Article 43 of the Financial Promotion Order, or (v) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”). The Offer Documents and any other documents or materials relating to the Tender Offer are directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which these documents relate is available only to relevant persons and will be engaged in only with relevant persons.

We are responsible only for the information contained in the Offer Documents. We have not authorized anyone to provide you with any other information or to make any representation other than as contained in the Offer Documents, and neither we, the Dealer Managers, the Information Agent, the Depositary or any of our or their affiliates or respective agents take any responsibility for any other information that others may give you. None of the Dealer Managers, the Information Agent, the Depositary or their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or AMC Networks or any of our affiliates or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of the information contained in this Offer to Purchase.

U.S. Bank National Association, as trustee for the Notes (the “Trustee”), has not reviewed or approved this Offer to Purchase or the terms of the Tender Offer.

The information contained in the Offer Documents is accurate only as of the date on the front of those documents, regardless of the time of delivery of those documents or of any purchase of the Notes. Neither the delivery of this Offer to Purchase nor any purchase of Notes pursuant to the Tender Offer shall, under any circumstances, create any implication that the information contained in this Offer to Purchase is current as of any time subsequent to the date of such information or that there has been no change in the information set out in it or in the affairs of AMC Networks since the date of this Offer to Purchase.

From time to time following completion or termination of the Tender Offer, we and our affiliates may acquire Notes that are not purchased in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we or they may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. Alternatively, we may, subject to certain conditions, redeem any or all of the Notes not purchased pursuant to the Tender Offer at any time that we are permitted to do so under the indenture governing the Notes. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

If you have sold or otherwise transferred all of your Notes, you should forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee.

Holders of Notes who do not participate in the Tender Offer, or whose Notes are not accepted for purchase by AMC Networks, will continue to hold their Notes subject to their terms and conditions. See “Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer.”

In the Offer Documents, we may refer to Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.”

Unless the context otherwise requires, references in this Offer to Purchase to holders of Notes include:

- (i) each person who is shown in the records of DTC as a holder of any Notes (a “Direct Participant”);
- (ii) any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Notes (each an “intermediary”); and
- (iii) each beneficial owner of Notes holding such Notes, directly or indirectly, in account, or through the accounts of an intermediary, in the name of a Direct Participant acting on the beneficial owner’s behalf,

except that for the purposes of the purchase of any Notes and the payment of any cash representing the Purchase Price or Accrued Interest, as the case may be, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will be made only to the relevant Direct Participant, and the making of such payment to DTC and by DTC to the relevant Direct Participant will satisfy any obligations of AMC Networks, the Depositary and DTC in respect of such Notes.

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## **AVAILABLE INFORMATION**

AMC Networks is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and files with the Securities and Exchange Commission (the “SEC”) the proxy statements, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as required of a U.S. publicly listed company. You may read and copy any documents filed by us at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public through the SEC’s Internet site at <http://www.sec.gov>.

Copies of the materials referred to above, as well as copies of any current amendment or supplement to this Offer to Purchase, may also be obtained from the Information Agent at its address or telephone number set forth on the last page of this Offer to Purchase.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase and other publicly available documents referred to under “Available Information” contain, and officers and representatives of AMC Networks may from time to time make, statements that constitute forward-looking information within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “expects,” “anticipates,” “believes,” “estimates,” “may,” “will,” “should,” “could,” “potential,” “continue,” “intends,” “plans” and similar words and terms used in the discussion of future operating results and future financial performance identify forward-looking statements. Investors are cautioned that any such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties, and that actual results or developments may differ materially from the forward-looking statements as a result of various factors. Factors that may cause such differences to occur include, but are not limited to:

- the level of our revenues;
- market demand for our programming networks and our programming;
- demand for advertising inventory;
- the highly competitive nature of the cable, telecommunications and digital programming industries;
- our ability to maintain and renew distribution or affiliation agreements with video programming distributors;
- the cost of, and our ability to obtain or produce, desirable programming content for our networks, other forms of distribution, including digital and licensing in international markets, as well as our independent film distribution business;
- market demand for our owned original programming and our independent film content;
- the security of our program rights and other electronic data;
- the loss of any of our key personnel and artistic talent;
- changes in domestic or foreign laws or regulations under which we operate;
- economic and business conditions and industry trends in the countries in which we operate;
- fluctuations in currency exchange rates and interest rates;
- changes in laws or treaties relating to taxation, or the interpretation thereof, in the U.S. or in the countries in which we operate;
- our substantial debt and high leverage;
- reduced access to capital markets or significant increases in costs to borrow;
- the level of our expenses;

- the level of our capital expenditures;
- future acquisitions and dispositions of assets;
- our ability to successfully acquire new businesses and, if acquired, to integrate, and implement our plan with respect to businesses we acquire;
- problems we may discover post-closing with the operations, including the internal controls and financial reporting process, of businesses we acquire;
- changes in the nature of key strategic relationships with partners and joint ventures;
- the outcome of litigation and other proceedings;
- whether pending uncompleted transactions, if any, are completed on the terms and at the times set forth (if at all);
- other risks and uncertainties inherent in our programming and distribution business;
- financial community and rating agency perceptions of our business, operations, financial condition and the industry in which we operate;
- events that are outside our control, such as political unrest in international markets, terrorist attacks, natural disasters and other similar events; and
- the factors described in our filings with the SEC, including under the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Form 10-K, and in this Offer to Purchase, including under “Risk Factors.”

We disclaim any obligation to update or revise the forward-looking statements contained herein, except as otherwise required by applicable federal securities laws. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Offer to Purchase might not occur.

Unless the context otherwise requires, the term “AMC Networks” in this “Cautionary Statement Regarding Forward-Looking Statements” section means AMC Networks Inc. together with its direct and indirect subsidiaries.

## THE TENDER OFFER

### Terms of the Tender Offer

We are making the Tender Offer for any and all of the outstanding Notes.

The Tender Offer is conditioned upon certain conditions (as described below under “—Conditions to the Tender Offer”) and we expressly reserve our right, subject to applicable law, to terminate the Tender Offer at any time prior to the Expiration Date. The Tender Offer is not conditioned on any minimum amount of Notes being tendered.

The “Expiration Date” of the Tender Offer will be 5:00 p.m., New York City time, on March 29, 2016, unless extended, and the “Payment Date” will be promptly following the Expiration Date and is expected to be on or about March 30, 2016. Holders must validly tender and not withdraw their Notes on or prior to the Expiration Date in order to receive the Purchase Price and the Accrued Interest, if any.

The Purchase Price and Accrued Interest will be payable in cash promptly after the Expiration Date to those holders whose Notes are accepted for purchase in the Tender Offer.

**Our obligation to pay the Purchase Price, plus any Accrued Interest, is conditioned, among other things, on the satisfaction or waiver of certain conditions set forth in the section titled “—Conditions to the Tender Offer” in this Offer to Purchase. We reserve the right, in our sole and absolute discretion, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time on or prior to the date that any Notes in the Tender Offer are first accepted for purchase. The Tender Offer is not conditioned on any minimum amount of Notes being tendered. We are making the Tender Offer subject to a number of conditions, including the absence of any adverse legal and market developments and the Financing Condition (as defined below). We may waive any condition, including the Financing Condition, in the event it is not satisfied.**

Payment of the Purchase Price and an amount equal to any Accrued Interest for Notes purchased pursuant to the Tender Offer will be made in cash on the Payment Date. See “—Acceptance of Notes for Payment; Accrual of Interest.”

### Purpose of the Tender Offer

We are making the Tender Offer to purchase the Notes and reduce or eliminate the amount of outstanding Notes. We will purchase, retire and cancel any Notes that are accepted in the Tender Offer, and such Notes will no longer be our outstanding obligations.

### Procedures for Tendering Notes

All of the Notes are held in book-entry form through the facilities of DTC. If you wish to tender your Notes in the Tender Offer, you should follow the applicable instructions below. Notes may be tendered only in the minimum authorized denomination of \$2,000 principal and integral multiples of \$1,000 in excess thereof (“Authorized Denominations”). Holders who tender less than all of their Notes must continue to hold Notes in the Authorized Denominations.

If you hold your Notes through a custodial entity, including a broker, dealer, bank or trust company or other nominee, in order to participate in the Tender Offer, you must instruct that custodial

entity to participate on your behalf in accordance with the procedures described below. Please refer to any materials forwarded to you by such custodial entity to determine how you can timely instruct your custodian to take these actions. You should ask your custodian if you will be charged a fee to tender your Notes through the custodian or nominee.

You must tender your Notes on or prior to the Expiration Date in accordance with the procedures described below and, as applicable, upon the terms and conditions set forth in the Letter of Transmittal.

If you need assistance with respect to the procedures for participating in the Tender Offer, you should contact the Information Agent, at the address and telephone numbers listed on the back cover page of this Offer to Purchase.

If you wish to tender Notes, you should follow the instructions below.

**Only Direct Participants in DTC may tender through DTC.** Each holder of Notes that is not a Direct Participant in DTC must arrange for the Direct Participant through which it holds the Notes to tender the Notes in accordance with the procedures below.

To participate in the Tender Offer for the Notes, a Direct Participant must:

- comply with DTC's ATOP procedures described below; or
- (i) complete and sign and date the Letter of Transmittal, or a facsimile thereof; (ii) have the signature on the Letter of Transmittal guaranteed, if required; and (iii) mail or deliver the Letter of Transmittal or facsimile thereof to the Depositary prior to the Expiration Date, as applicable.

In addition, the Depositary must receive either:

- a properly transmitted agent's message (as defined below under "—Tendering through DTC's ATOP"); or
- timely confirmation of a book-entry transfer of the tendered Notes into the Depositary's applicable DTC account according to the procedure for book-entry transfer described below, together with the Letter of Transmittal (and any other documents required by the Letter of Transmittal).

By taking these actions with respect to the Tender Offer for the Notes, you and any custodial entity which holds your tendered Notes will be deemed to have agreed (i) to the terms and conditions of such Tender Offer as set forth in the Offer Documents and (ii) that we and the Depositary may enforce the terms and conditions against you and your custodian.

**Letters of Transmittal should be sent to the Depositary and not to us, the Dealer Managers or the Trustee. The Depositary will not accept any tender materials other than the Letter of Transmittal (and any document required by the Letter of Transmittal) or the Direct Participant's agent's message.**

### *Tendering through DTC's ATOP*

The Depositary will establish an account at DTC with respect to the Notes for purposes of the Tender Offer, and any financial institution that is a Direct Participant may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Depositary's account in accordance with DTC's procedures for such transfer.

The Depositary and DTC have confirmed that the Notes are eligible for ATOP. To effectively tender Notes, Direct Participants may, in lieu of physically completing and signing the Letter of Transmittal and delivering it to the Depositary, electronically transmit their acceptance through ATOP. DTC will then verify the acceptance, execute a book-entry delivery to the Depositary's account at DTC and send an agent's message to the Depositary for its acceptance. The confirmation of a book-entry transfer into the Depositary's account at DTC as described above is referred to herein as a "book-entry confirmation." Delivery of documents to DTC does not constitute delivery to the Depositary.

The term "agent's message" means a message transmitted by DTC to, and received by, the Depositary and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the Direct Participant described in such agent's message, stating that such participant has received and agrees to be bound by the terms and conditions of the Tender Offer as set forth in this document and the Letter of Transmittal, and that we may enforce such agreement against such participant.

**If you desire to tender your Notes or use the guaranteed delivery procedures prior to or on the Expiration Date through ATOP, you should note that you must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date.**

**The Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.**

### *Guaranteed Delivery*

If you desire to tender Notes in the Tender Offer and the procedures for book-entry transfer cannot be completed on a timely basis before the Expiration Date, your tender may still be effected if all of the following conditions are met:

- the tender is made by or through DTC;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Company, attached as Appendix A hereto, is received by the Depositary, as provided below, before the Expiration Date; and
- a book-entry confirmation, together with an agent's message, are received by the Depositary within two trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of DTC and the Depositary; provided, however, that if the notice is sent by DTC through electronic means, it must state that DTC has received an express acknowledgment from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to

the Depositary. If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Tender Offer.

Guaranteed Deliveries may be submitted only in Authorized Denominations.

The Guaranteed Delivery Payment Date will take place on April 1, 2016 (or if the Expiration Date is extended, three business days following the Expiration Date).

**Foreign holders that want to tender using a guaranteed delivery process should contact their brokers, the Company or the Depositary.**

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF SUCH NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON MARCH 31, 2016, WHICH IS TWO BUSINESS DAYS FOLLOWING THE EXPIRATION DATE; PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE PAYMENT DATE FOR ALL NOTES ACCEPTED IN THE TENDER OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE, AND UNDER NO CIRCUMSTANCES WILL WE PAY ADDITIONAL INTEREST ON THE PURCHASE PRICE AFTER THE PAYMENT DATE BY REASON OF ANY DELAY IN THE GUARANTEED DELIVERY PROCEDURES.

#### *Signature Guarantees*

All signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, delivered to the Depositary with respect to the Notes must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, a “Medallion Signature Guarantor”) unless the Notes tendered or withdrawn, as the case may be, pursuant thereto are tendered (1) by the Direct Participant whose name appears on a security position listing in DTC as the owner of Notes who has not completed the box entitled Special Payment Instructions or Special Delivery Instructions on the Letter of Transmittal or (2) for the account of a member firm of a registered national securities exchange, a member of Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States. If Notes are registered in the name of a person other than the signer of a Letter of Transmittal or a notice of withdrawal, as the case may be, or if payment is to be made or tendered Notes that are not accepted are to be returned to a person other than the holder, then the signature on the Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor.

#### *General Provisions*

The method of delivery of Notes and all other documents or instructions including, without limitation, any agent’s message, Letter of Transmittal or Notice of Guaranteed Delivery, as applicable, is at your risk. A tender of Notes will be deemed to have been received only when the Depositary receives (i) a duly completed agent’s message through ATOP, or a properly completed and signed Letter of Transmittal and (ii) confirmation of book-entry transfer of the Notes into the Depositary’s applicable DTC account. No alternative, conditional or contingent tenders will be accepted.

All questions as to the form of all documents and the validity and eligibility (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by us, in our sole

discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes. A waiver of any defect or irregularity with respect to the tender of one Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Note except to the extent we may otherwise so provide. Our interpretations of the terms and conditions of the Tender Offer, including the instructions in the Letter of Transmittal, will be final and binding on all parties. Tenders of Notes shall not be deemed to have been made until any defects or irregularities have been waived by us or cured within a time period that we will determine. None of AMC Networks, the Depositary, the Trustee, the Dealer Managers or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes, or will incur any liability to you for failure to give any such notice.

*Your Representations and Warranties; Our Acceptance Constitutes an Agreement*

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received a copy of this Offer to Purchase and the Letter of Transmittal and agree to be bound by all the terms and conditions of the Tender Offer and have undertaken an appropriate analysis of the implications of the Tender Offer without reliance on any of AMC Networks, the Depositary or the Dealer Managers;
- you have full power and authority to tender, sell, assign and transfer your Notes;
- you have assigned and transferred the Notes to the Depositary and irrevocably constitute and appoint the Depositary as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;
- your Notes are being tendered, and will, when accepted by the Depositary, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than the claims of a holder under the express terms of the Tender Offer;
- all authority conferred or agreed to be conferred pursuant to these representations and warranties and your obligations in relation to such tender of Notes shall be binding upon your successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives and shall not be affected by your death or incapacity;
- we may amend or terminate the Tender Offer or postpone acceptance for payment of, or the payment for, Notes tendered under the circumstances described in this Offer to Purchase;
- your Notes may be withdrawn only by written notice of withdrawal received by the Depositary at any time prior to the Expiration Date, but not thereafter;
- you are not a person to whom it is unlawful to make an invitation to tender pursuant to the Tender Offer under applicable law, and you have observed (and will observe) the laws of all relevant jurisdictions in connection with your tender; and

- you will, upon our request or the request of the Depositary, as applicable, execute and deliver any additional documents necessary or desirable to complete the tender of the Notes.

Any custodial entity that holds your validly tendered Notes, by delivering, or causing to be delivered, the Notes and the completed agent's message or Letter of Transmittal, as applicable, to the Depositary is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

Tenders of Notes pursuant to the procedures described above, and acceptance thereof by us, will constitute a binding agreement between you and us upon the terms and subject to the conditions of the Tender Offer described in the Offer Documents, which agreement will be governed by the laws of the State of New York. By submitting any agent's message or Letter of Transmittal, the relevant holder will irrevocably and unconditionally agree for the benefit of AMC Networks, the Dealer Managers and the Depositary that the courts of New York are to have nonexclusive jurisdiction to settle any disputes that may arise out of or in connection with the Tender Offer and that, accordingly, any suit, action or proceeding arising out of or in connection with the foregoing may be brought in such courts.

By tendering Notes pursuant to the Tender Offer, you will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Depositary, until receipt by the Depositary of the items listed above together with all accompanying evidences of authority and any other required documents in form satisfactory to us. In all cases, you should allow sufficient time to assure delivery to the Depositary on or prior to the Expiration Date.

By tendering Notes pursuant to the Tender Offer, you will be deemed to have made the representations and warranties set forth herein and in the Letter of Transmittal, as applicable, including that you are not a person to whom it is unlawful to make an invitation to tender under applicable law, and you have observed (and will observe) the laws of all relevant jurisdictions in connection with your tender, that you have full power and authority to tender, sell, exchange, assign and transfer the Notes tendered thereby, and that, when such Notes are accepted for exchange by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. You will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Depositary or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby.

#### *Backup Withholding and Information Reporting*

For a summary of backup withholding and information reporting rules applicable to tendering holders, see "Certain U.S. Federal Income Tax Consequences."

#### **Withdrawal of Tenders**

Notes tendered pursuant to the Tender Offer may be withdrawn at any time prior to the Expiration Date but not subsequent to the Expiration Date. Tendered Notes may only be withdrawn in Authorized Denominations, and Notes that remain tendered must be in Authorized Denominations.

For a withdrawal of Notes to be effective, the Depositary must timely receive, prior to the Expiration Date, either an agent's message or a written or faxed notice of withdrawal specifying the name of the tendering holder, a description of the Notes to be withdrawn, the amount of such Notes to be withdrawn and the number of the account at DTC to be credited with the withdrawn Notes and you must

otherwise comply with DTC procedures. Any “notice of withdrawal” must be signed by the holder of such Notes in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), or be accompanied by evidence sufficient to the Depositary that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes being withdrawn. If the Notes to be withdrawn have been delivered or otherwise identified to the Depositary, an agent’s message or a signed notice of withdrawal is effective immediately upon receipt by the Depositary of the agent’s message or written or faxed notice of such withdrawal even if re-transfer by DTC book-entry is not immediately effected.

If you tendered your Notes through a custodial entity and wish to withdraw your Notes, you will need to make arrangements for withdrawal with your custodian or nominee. Your ability to withdraw the tender of your Notes will depend upon the terms of the arrangements you have made with your custodian or nominee and, if your custodian or nominee is not the Direct Participant tendering those Notes, the arrangements between your custodian and such Direct Participant, including any arrangements involving intermediaries between your custodian and such Direct Participant.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Properly withdrawn Notes may, however, be re-tendered by following one of the procedures described under “—Procedures for Tendering Notes” at any time on or prior to the Expiration Date.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures. All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us, in our sole and absolute discretion, which shall be final and binding. None of AMC Networks, the Depositary, the Trustee, the Dealer Managers or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification.

If we are delayed in our acceptance for purchase of, or payment for, any Notes or are unable to accept for purchase or pay for Notes pursuant to the Tender Offer for any reason, then, without prejudice to our rights hereunder, tendered Notes may be retained by the Depositary on our behalf and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the holders promptly after the termination or withdrawal of the Tender Offer).

### **Conditions to the Tender Offer**

The Tender Offer is not contingent upon the tender of any minimum principal amount of Notes. Notwithstanding any other term of the Tender Offer, and in addition to (and not in limitation of) our right to extend and amend the Tender Offer at any time, in our sole and absolute discretion, we will not be required to accept for payment or, subject to applicable rules and regulations of the SEC including Rule 14e-1(c) under the Exchange Act, pay for, and may delay the acceptance for payment of, or subject to the restriction referred to above, the payment for, any tendered Notes, and we may terminate the Tender Offer as provided in this Offer to Purchase before the acceptance of such Notes, unless each of the following conditions is satisfied prior to the Expiration Date.

#### ***Financing Condition***

The Financing Condition must be satisfied. This means that our obligation to accept for purchase and to pay for Notes validly tendered pursuant to the Tender Offer is subject to the receipt of net proceeds

from the proposed debt financing on terms and conditions satisfactory to us, in our sole discretion and subject to applicable law (the “Debt Financing”), in an amount that is sufficient to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Tender Offer, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith (the “Financing Condition”).

### ***General Conditions and Events***

Each of the following conditions shall have been satisfied prior to the Expiration Date:

- there shall not have been any change or development that in our reasonable judgment materially reduces the anticipated benefits to us of the Tender Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects;
- there shall not have been instituted or threatened in writing any action, proceeding or investigation by or before any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality, that relates in any manner to the Tender Offer and that in our reasonable judgment makes it advisable to us to terminate the Tender Offer;
- the Trustee shall not have objected in any respect to or taken any action that could, in our reasonable discretion, adversely affect the consummation of the Tender Offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by us in the making of the Tender Offer or the acceptance of, or payment for, the Notes;
- we shall have obtained all governmental approvals and third-party consents which we, in our reasonable judgment, consider necessary for the completion of the Tender Offer as contemplated by this Offer to Purchase and all such approvals or consents shall remain in effect; and
- there shall not have occurred:
  - any general suspension of or limitation on prices for trading in securities in the United States securities or financial markets;
  - any significant changes in the prices for the Notes or a material impairment in the trading market for debt securities generally;
  - any disruption in the trading of our common stock;
  - any significant adverse change in the United States currency exchange rates or securities or financial markets generally or, in the case of any of the foregoing existing on the date hereof, a material acceleration, escalation or worsening thereof;
  - a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States; or

- a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

We expressly reserve the right to amend or terminate the Tender Offer and to reject the tender of any Notes not previously accepted for tender, if any of the conditions to the Tender Offer specified above are not satisfied. In addition, we expressly reserve the right, at any time or at various times prior to the Expiration Date, to waive any conditions to the Tender Offer, in whole or in part. We will give oral or written notice (with any oral notice to be promptly confirmed in writing) of any amendment, non-acceptance, termination or waiver to the Depositary as promptly as practicable, followed by a timely press release and the filing of a Current Report on Form 8-K of the Company with the SEC.

The conditions listed above are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions. We may waive these conditions, in our sole discretion, in whole or in part, at any time and from time to time. A failure on our part to exercise any of the above rights shall not constitute a waiver of that right, and that right shall be considered an ongoing right which we may assert at any time and from time to time.

### **Additional Purchases of Notes**

The Notes may be redeemed pursuant to their terms beginning on July 15, 2016. Subject to the completion of the Debt Financing, we intend, but are not obligated, to redeem any and all Notes that remain outstanding after completion of the Tender Offer at a price of 103.875% of their principal amount plus accrued interest, which is less than the consideration payable in the Tender Offer. Alternatively, we reserve the right, in our absolute discretion, to purchase or make offers to purchase Notes that remain outstanding subsequent to the Expiration Date, if any, and, to the extent permitted by applicable law, and subject to market conditions, to purchase Notes in the open market, in privately negotiated transactions, in exchange or tender offers, or otherwise. Any such redemption or purchase may result in holders of Notes receiving compensation that is higher or lower than the Purchase Price. No purchase or offer to purchase Notes will be made except in accordance with applicable law.

### **Acceptance of Notes for Payment; Accrual of Interest**

***Acceptance of Notes for Payment.*** Upon the terms and subject to the conditions of the Tender Offer (including if the Tender Offer is extended or amended, the terms and conditions of any such extension or amendment) and applicable law, we will accept for payment, and thereby purchase, all Notes validly tendered on or prior to the Expiration Date.

We will be deemed to have accepted for payment pursuant to the Tender Offer, and thereby to have purchased, validly tendered Notes pursuant to the Tender Offer if, as and when we give oral or written notice to the Depositary of our acceptance of the Notes for purchase pursuant to the Tender Offer. We will announce acceptance for payment of the Notes. We will deposit with the Depositary the amount of cash necessary to pay each holder of Notes that are accepted for purchase the Purchase Price plus any Accrued Interest in respect of such Notes. We have no obligation to pay interest by reason of any delay by the Depositary or DTC in making payment to holders of Notes, any delay in the guaranteed delivery procedures or otherwise.

We expressly reserve the right, in our sole and absolute discretion and subject to Rule 14e-1(c) under the Exchange Act, to delay acceptance for payment of, or payment for, Notes if any conditions to the Tender Offer are not satisfied. See “—Conditions to the Tender Offer.” In all cases, payment by the

Depository to holders of consideration for Notes accepted for purchase pursuant to the Tender Offer will be made only after timely receipt by the Depository of an agent's message or properly executed Letter of Transmittal and confirmation or a book-entry transfer of such Notes into the Depository's account at DTC, as set forth under "—Procedures for Tendering Notes."

If the Tender Offer is terminated or withdrawn, or the Notes subject to the Tender Offer are not accepted for payment, no consideration will be paid or payable to holders of those Notes. If any tendered Notes are not purchased pursuant to the Tender Offer for any reason, Notes tendered by book-entry transfer will be credited to the account maintained at DTC from which those Notes were delivered promptly following the Expiration Date or termination of the Tender Offer.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more of our affiliates, the right to purchase Notes validly tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer or prejudice the rights of tendering holders to receive consideration pursuant to the Tender Offer.

Tendering holders will not be required to pay brokerage fees or commissions to AMC Networks, the Depository or any Dealer Manager or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes with respect to our purchase of the Notes pursuant to the Tender Offer. If you hold Notes through a custodial entity, you should consult that entity as to whether it charges any service fees. We will pay certain fees and expenses of the Dealer Managers and the Depository in connection with the Tender Offer. See "—Dealer Managers" and "—Depository and Information Agent."

***Accrued Interest.*** Holders who validly tender Notes that are accepted for payment will receive Accrued Interest. Accrued Interest will cease to accrue on the Payment Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.

Under no circumstances will any additional interest be payable because of any delay by the Depository or DTC in the transmission of funds to the holders of purchased Notes, any delay in the guaranteed delivery procedures or otherwise.

### **Extensions, Amendments and Termination**

We expressly reserve the right (but will not be obligated), in our sole and absolute discretion, at any time or from time to time, on or prior to the Expiration Date, regardless of whether any of the events set forth in "—Conditions to the Tender Offer" above shall have occurred or shall have been determined by us to have occurred, to:

- waive any and all conditions to the Tender Offer;
- extend either of the Expiration Date or the Payment Date with respect to the Tender Offer;
- otherwise amend the Tender Offer in any respect; or
- terminate the Tender Offer at any time, subject to applicable law,

in each case, by giving written notice of such waiver, extension, amendment or termination to the Depository.

If we make a material change in the terms of the Tender Offer or the information concerning the Tender Offer, or waive a material condition of the Tender Offer, we will disseminate additional materials relating to the Tender Offer and extend the Tender Offer to the extent required by law. We will publicly announce any waiver, extension, amendment or termination in the manner described under “—Announcements” below.

There can be no assurance that we will exercise our right to extend, terminate or amend the Tender Offer. Irrespective of any amendment to the Tender Offer, all Notes previously tendered pursuant to the Tender Offer and not accepted for purchase will remain subject to the Tender Offer and may be accepted thereafter for payment by us, except when such acceptance is prohibited by law.

### **Announcements**

If we are required to make an announcement relating to an extension of the Expiration Date and/or the Payment Date, to a waiver, amendment or termination of the Tender Offer, or to our acceptance for payment of the Notes, we will do so as promptly as practicable, and in the case of an extension of the Expiration Date, no later than 9:00 a.m., New York City time on the next business day after the previously scheduled Expiration Date. Announcements will be published by means of a news release to a U.S. nationally recognized press service and filed with the SEC.

### **Depository and Information Agent**

We have appointed Global Bondholder Services Corporation as Depository and Information Agent in connection with the Tender Offer. Holders should direct questions, requests for assistance and requests for additional copies of this Offer to Purchase, the Letter of Transmittal or the Notice of Guaranteed Delivery to the Information Agent or Depository at its address or telephone number listed on the back cover of this Offer to Purchase. If you are tendering Notes through DTC’s ATOP, you do not need to send a Letter of Transmittal to the Depository since confirmation of eligibility will be made through the ATOP instruction process.

Delivery of a Letter of Transmittal to any address or facsimile number other than the applicable one set forth on the back cover of this Offer to Purchase will not constitute a valid delivery.

### **Dealer Managers**

Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as Dealer Managers in connection with the Tender Offer. The Dealer Managers will perform services customarily provided by investment banking firms acting as Dealer Managers of tender offers of a like nature, including, but not limited to, soliciting tenders of Notes pursuant to the Tender Offer and communicating generally regarding the Tender Offer with banks, brokers, custodians, nominees and other persons, including holders of Notes. We have agreed to indemnify the Dealer Managers against and contribute toward certain liabilities in connection with the Tender Offer, including certain liabilities under federal securities laws.

The Dealer Managers and their affiliates have rendered and may in the future render various investment banking, lending and commercial banking services and other advisory services to us and our subsidiaries. Certain of these relationships involve transactions that are material to us and our affiliates and for which the Dealer Managers have received or may receive significant fees. The Dealer Managers may from time to time hold or acquire Notes, shares of our common stock and other AMC Networks securities in their proprietary accounts, and, to the extent they own or acquire Notes in these accounts at

the time of the Tender Offer, the Dealer Managers may tender these Notes. The Dealer Managers may also tender Notes on behalf of other holders of Notes. Subject to applicable law, during the course of the Tender Offer, the Dealer Managers may trade shares of our common stock and other AMC Networks securities for their own account or for the accounts of their customers. As a result, the Dealer Managers may hold a long or short position in our common stock or other AMC Networks securities.

With respect to jurisdictions located outside of the United States, the Tender Offer may be conducted through affiliates of the Dealer Managers that are registered or licensed to conduct the Tender Offer in such jurisdictions. None of the Dealer Managers or their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or AMC Networks or any of our affiliates contained in this Offer to Purchase or for any failure by AMC Networks to disclose events that may have occurred and may affect the significance or accuracy of the information contained in this Offer to Purchase.

The Dealer Managers are acting exclusively for AMC Networks in connection with the arrangements described in this Offer to Purchase and will not be responsible to anyone other than AMC Networks for providing the protections afforded to customers of the Dealer Managers or for advising any other person in connection with the arrangements described in this Offer to Purchase. In addition, the Dealer Managers will act as underwriters in connection with the Debt Financing, for which they will receive customary fees.

### **Fees and Expenses**

The expenses of soliciting tenders of the Notes will be borne by us. Tendering holders of Notes will not be required to pay any fee or commission to the Dealer Managers. However, if a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other custodial entity, such holder may be required to pay brokerage fees or commissions to that entity.

## **CERTAIN CONSIDERATIONS**

*You should review carefully the considerations described below, as well as the other information contained in this Offer to Purchase and in the related Letter of Transmittal, before deciding whether to tender your Notes in the Tender Offer.*

### **Conditions to the Consummation of the Tender Offer**

The consummation of the Tender Offer is subject to the satisfaction of several conditions, including that we will not be obligated to consummate the Tender Offer if there has been any change or development that in our reasonable judgment materially reduces the anticipated benefits to us of the Tender Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. Even if the Tender Offer is consummated, it may not be completed on the schedule or on the terms and conditions described in this Offer to Purchase. See “The Tender Offer—Conditions to the Tender Offer.” In addition, subject to applicable law, we may terminate the Tender Offer at any time prior to the Expiration Date. There can be no assurance that such conditions will be met, that we will not terminate the Tender Offer, or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes subject to the Tender Offer will not be materially adversely affected.

### **Holders Must Comply with the Offer Restrictions**

Holders are referred to the offer restrictions in “Offer Restrictions” and the acknowledgements, representations, warranties and undertakings in “The Tender Offer—Procedures for Tendering Notes—Your Representations and Warranties; Our Acceptance Constitutes an Agreement,” which holders will be deemed to make on tendering Notes in the Tender Offer. By tendering your Notes, or instructing your custodian to tender your Notes, you are representing and warranting that you are not a person to whom it is unlawful to make an invitation to tender pursuant to the Tender Offer under applicable law, and you have observed (and will continue to observe) all laws of relevant jurisdictions in connection with your tender. Non-compliance with these could result in, among other things, the unwinding of trades and/or heavy penalties.

### **Treatment of Notes Not Tendered in the Tender Offer**

Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendments to or consents under these documents are being sought.

Although the Notes not purchased in the Tender Offer will remain outstanding following consummation of the Tender Offer, the purchase of Notes in the Tender Offer may result in a smaller trading market for the remaining outstanding principal amount of Notes, which may cause the market for such Notes to be less liquid and more sporadic, and market prices for the Notes may fluctuate significantly depending on the volume of trading in the Notes.

From time to time following completion or termination of the Tender Offer, we may acquire Notes that are not tendered in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. Alternatively, we may, subject to certain conditions, redeem any or all of the Notes not purchased pursuant to the Tender Offer at any time that we are permitted to do so under the

indenture governing the Notes. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

### **Limited Trading Market**

The Notes are not listed on a public securities exchange. Holders are urged to contact their brokers with respect to current information regarding the Notes. To the extent that Notes are tendered and accepted in the Tender Offer, any existing trading market for the remaining Notes may become more limited. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that any trading market will exist for the Notes following consummation of the Tender Offer. The extent of the market for the Notes following consummation of the Tender Offer will depend upon the number of holders remaining at such time, the interest in maintaining a market in such Notes on the part of securities firms and other factors.

We intend to retire and cancel the Notes we purchase in the Tender Offer. A reduced trading volume may decrease the price and increase the volatility of the trading price of the Notes that remain outstanding following the Tender Offer. Consequently, the liquidity, market value and price volatility of Notes that are not held by us may be adversely affected.

### **The Consideration Offered for the Notes Does Not Necessarily Reflect the Fair Value of the Notes**

The consideration offered for the Notes pursuant to the Tender Offer does not reflect any independent valuation of such Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Tender Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If a holder tenders Notes, such holder may or may not receive more or as much value than if it chose to keep them.

### **Certain Tax Considerations**

See “Certain U.S. Federal Income Tax Consequences” for a discussion of certain U.S. federal income tax matters that should be considered in evaluating the Tender Offer.

## **DEBT FINANCING**

We have commenced the Debt Financing, all or a portion of the net proceeds of which will be used (i) to pay all or a portion of the Purchase Price to all Holders of Notes accepted for purchase pursuant to the Tender Offer, plus Accrued Interest and costs and expenses incurred in connection therewith and (ii) redeem any outstanding Notes that are not purchased in the Tender Offer. The Debt Financing is expected to be consummated on the business day following the Expiration Date, but the timing of the consummation, if any, of the Debt Financing will depend on market conditions and other factors. There can be no assurance that we will complete timely, or at all, the Debt Financing, and our obligation to accept for purchase and pay for the Notes validly tendered pursuant to the Tender Offer is conditioned upon satisfaction or waiver of the Financing Condition and the other conditions set forth in “The Terms of the Tender Offer—Conditions to the Tender Offer” below.

This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments which may be issued or otherwise incurred in connection with the Debt Financing.

## **SOURCES AND AMOUNTS OF FUNDS**

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the Notes. See “The Tender Offer—Procedures for Tendering Notes.” We intend to use all or a portion of the net proceeds from the Debt Financing and to pay the Purchase Price, Accrued Interest and costs and expenses in connection with the Tender Offer to all Holders of Notes accepted for purchase pursuant to the Tender Offer and to redeem any Notes that are not purchased in the Tender Offer.

## **SUBSEQUENT REDEMPTION OF THE NOTES**

Subject to the completion of the Debt Financing, we intend, but are not obligated, to redeem any and all Notes that remain outstanding after completion of the Tender Offer at a price of 103.875% of their principal amount plus accrued interest, which is less than the consideration payable in the Tender Offer. We reserve the absolute right, in our sole discretion, from time to time to purchase any of the Notes that remain outstanding after the Expiration Date through open-market purchases, privately negotiated transactions, tender offers, redemptions or otherwise, upon such terms and at such prices as we may determine (or as may be provided for in the Indenture), which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration.

## **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES**

This section describes the material U.S. federal income tax consequences of the Tender Offer. It applies to you only if you hold your Notes as capital assets for tax purposes and does not apply to you if you are a member of a class of holders subject to special rules, such as:

- a dealer in securities or currencies,
- a trader in securities that elects to use a mark-to-market method of accounting for your securities holdings,
- a bank or other financial institution,
- a regulated investment company,
- a real estate investment trust,
- a life insurance company,
- a tax-exempt organization,
- a person that owns Notes that are a hedge or that are hedged against interest rate risks,
- a person that purchases or sells Notes as part of a wash sale for U.S. federal income tax purposes,
- a person that owns Notes as part of a straddle, conversion or other integrated transaction for U.S. federal income tax purposes, or
- a U.S. Holder (as defined below) whose functional currency for U.S. federal income tax purposes is not the U.S. dollar.

This section is based on the Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing and proposed U.S. Treasury regulations under the Code, published rulings and court decisions, all as of the date hereof. These laws are subject to change, possibly on a retroactive basis. Changes in these laws could affect the continued validity of this section.

This section does not address any considerations with respect to any withholding required pursuant to the Foreign Account Tax Compliance Act, commonly known as FATCA (including the Treasury regulations promulgated thereunder and intergovernmental agreements entered in connection therewith).

For purposes of this discussion, a “U.S. Holder” is any beneficial owner of Notes who is treated for U.S. federal income tax purposes as (i) an individual who is a citizen or resident of the United States, (ii) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source or (iv) a trust if (a) a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons have authority to control all substantial decisions of the trust or (b) the trust was in existence on August 20, 1996, was treated as a U.S. person prior to such date, and validly elected to continue to be so

treated. A “Non-U.S. Holder” is any beneficial owner of Notes who is an individual, corporation, estate or trust for U.S. federal income tax purposes and who is not a U.S. Holder.

If a partnership or other entity treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. Partnerships and their partners should consult their own tax advisors as to the tax consequences to them of the Tender Offer.

**You are urged to consult your tax advisor regarding the U.S. federal income tax consequences to you of tendering or not tendering your Notes pursuant to the Tender Offer, as well as any tax consequences arising under any state, local or foreign tax laws, or any other U.S. federal tax laws.**

## **Tax Consequences for Tendering Holders**

### U.S. Holders

#### *Consequences of Tendering Notes*

The receipt of cash for Notes pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder that tenders Notes in the Tender Offer generally will recognize gain or loss in an amount equal to the difference between the total consideration received in exchange for such Notes (other than any amount attributable to Accrued Interest, which will be taxable as ordinary interest income to the extent not previously reported as income) and the U.S. Holder’s adjusted tax basis in the tendered Notes. Generally, a U.S. Holder’s adjusted tax basis in such Notes will be equal to the cost of the Notes to such U.S. Holder, (i) increased by, if applicable, any market discount (as described below) previously included in income by such U.S. Holder with respect to the Notes, and (ii) reduced by, if applicable, any bond premium previously amortized by the U.S. Holder with respect to the Notes.

Except to the extent such gain is treated as ordinary income pursuant to the market discount rules discussed below, any such gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held the Notes for more than one year. Long-term capital gains of non-corporate U.S. Holders (including individuals) are subject to preferential rates of taxation. The deductibility of capital losses is subject to limitations.

If the tendering U.S. Holder acquired the Notes with market discount, gain recognized by the U.S. Holder with respect to the Notes will be treated as ordinary income to the extent of any market discount that has accrued during the period the U.S. Holder held the Notes, unless the U.S. Holder previously elected to include market discount in income on a current basis. The U.S. federal income tax rules governing market discount are complex. U.S. Holders that acquired Notes other than in the initial offering of the Notes should consult their own U.S. tax advisors as to the potential applicability of the market discount rules.

#### *Medicare Tax*

A U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (1) the U.S. Holder’s “net investment income” (or “undistributed net investment income” in the case of an estate or trust) for the relevant taxable year and (2) the excess of the U.S. Holder’s modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals is between \$125,000 and \$250,000,

depending on the individual's circumstances). A holder's net investment income generally includes its interest income and its net gains from the disposition of Notes, unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the Notes.

### Non-U.S. Holders

#### *Consequences of Tendering Notes*

Subject to the discussion under “—Accrued Interest on Notes” below, gain realized by a Non-U.S. Holder on the sale of Notes pursuant to the Tender Offer will not be subject to U.S. federal income tax unless (i) the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the sale and certain other conditions are met or (ii) the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment in the United States). If the first exception applies, the Non-U.S. Holder generally will be subject to a 30% U.S. federal income tax (or, if applicable, a lower treaty rate) on the gain derived from the sale, which may be offset by certain U.S. source capital losses. If the second exception applies, the Non-U.S. Holder will be subject to U.S. federal income tax on such gain on a net basis at graduated rates in generally the same manner as a U.S. Holder. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or, if applicable, a lower treaty rate) on its effectively connected earnings and profits, subject to adjustments.

#### *Accrued Interest on Notes*

Amounts received by a Non-U.S. Holder in respect of Accrued Interest with respect to Notes generally will not be subject to U.S. federal income tax provided the Accrued Interest is not effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States and the Non-U.S. Holder (i) does not actually or constructively own 10% or more of the combined voting power of all classes of the Company's stock entitled to vote and (ii) has provided the appropriate documentation (generally, an IRS Form W-8BEN or W-8BEN-E) certifying as to its non-U.S. status.

If a Non-U.S. Holder does not satisfy the requirements described above, payments of Accrued Interest with respect to Notes generally will be subject to a 30% U.S. federal withholding tax, unless the Non-U.S. Holder provides a properly executed (i) IRS Form W-8BEN or W-8BEN-E claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (ii) IRS Form W-8ECI stating that the Accrued Interest is not subject to withholding tax because it is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States. If the payments of Accrued Interest to a Non-U.S. Holder are effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business, such payments will generally be taxed in the manner described above under “Tendering Non-U.S. Holders” with respect to effectively connected gain.

### Information Reporting and Backup Withholding

A U.S. Holder whose Notes are tendered and accepted for payment generally may be subject to information reporting and backup withholding with respect to the gross amount of payments made pursuant to the Tender Offer (including amounts received in respect of Accrued Interest) unless (i) the U.S. Holder is an exempt recipient and, when required, establishes its exemption from information reporting and backup withholding or (ii) in the case of backup withholding, the U.S. Holder provides its

taxpayer identification number (“TIN”), certifies that such TIN is correct and that it is not currently subject to backup withholding, and otherwise complies with applicable requirements of the backup withholding rules. A U.S. Holder that does not provide its correct TIN may be subject to penalties imposed by the IRS.

A Non-U.S. Holder generally will not be subject to information reporting or backup withholding with respect to payments made pursuant to the Tender Offer provided (i) the Non-U.S. Holder certifies that it is not a U.S. person (generally, by providing an IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8) or (ii) the Non-U.S. Holder otherwise establishes an exemption. However, information returns generally will be filed with the IRS in connection with the payment of Accrued Interest even if such payment is not subject to U.S. federal income tax under the Code or an applicable income tax treaty.

Backup withholding is not an additional tax. Holders may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund if they timely provide certain information to the IRS.

### **Consequences for Non-Tendering Holders**

A Holder that does not tender its Notes will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer.



**NOTICE OF GUARANTEED DELIVERY  
FOR THE TENDER OFFER BY AMC NETWORKS INC.  
FOR THE 7.75% SENIOR NOTES DUE 2021 (THE "NOTES")**

**PURSUANT TO THE OFFER TO PURCHASE  
DATED MARCH 23, 2016 (THE "OFFER TO PURCHASE")**

**THE TENDER OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M.,  
NEW YORK CITY TIME, ON MARCH 29, 2016, UNLESS THE TENDER OFFER IS EXTENDED  
(SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE")**

*The Depositary for the Offer is:*

**Global Bondholder Services Corporation**

*By Mail:*  
65 Broadway – Suite 404  
New York, New York 10006  
Attn: Corporate Actions

*By Manually Signed Facsimile Transmission:*  
*(for Direct Participants only)*  
(212) 430-3775  
*Confirm Facsimile By Telephone:*  
(212) 430-3774

*By Electronic Mail or Internet:*  
Email: [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com)  
[www.gbsc-usa.com/AMC](http://www.gbsc-usa.com/AMC)

**Delivery of this Notice of Guaranteed Delivery to an address other than the one set forth above or transmission of instructions via facsimile to a number other than the facsimile number set forth above will not constitute a valid delivery to the Depositary. The method of delivery of this Notice of Guaranteed Delivery and all other required documents to the Depositary, including delivery through DTC and any acceptance or agent's message delivered through ATOP (as defined and described in the Offer to Purchase), is at the election and risk of holders.**

This Notice of Guaranteed Delivery is being provided in connection with the offer by AMC Networks Inc. (the "Company") to purchase any and all of the 7.75% Senior Notes due 2021 (the "Notes"), upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal (the "Tender Offer"). Capitalized terms used but not defined herein shall have the meaning given to them in the Offer to Purchase.

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Tender Offer if the procedure for book-entry transfer cannot be completed on a timely basis prior to the Expiration Date. If you desire to tender Notes in the Tender Offer and the procedures for book-entry transfer cannot be completed on a timely basis before the Expiration Date, your tender may still be effected if (1) the tender is made by or through DTC; (2) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided in this Notice of Guaranteed Delivery, is received by the Depositary, before the Expiration Date; and (3) a book-entry confirmation, together with an agent's message, are received by the Depositary within two trading days after the date of execution of the Notice of Guaranteed Delivery.

The eligible guarantor institution (as defined below) that completes this form must communicate the guarantee to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Direct Participant.

Foreign holders that want to tender using a guaranteed delivery process should contact their brokers, the Company or the Depositary.

Ladies and Gentlemen:

The undersigned represents that the undersigned owns and hereby tenders to AMC Networks Inc. (the "Company"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated March 23, 2016 (the "Offer to Purchase"), and the related letter of transmittal and instructions thereto (which, as they may be amended or supplemented from time to time, together constitute the "Tender Offer"), receipt of which is hereby acknowledged, the principal amount of Notes, set forth below, all pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

The undersigned understands that tenders of Notes pursuant to the Tender Offer may not be withdrawn after the Expiration Date. Tenders of Notes may be withdrawn prior to the Expiration Date, as provided in the Offer to Purchase.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

Guaranteed Deliveries may be submitted only in principal amounts equal to Authorized Denominations as defined in the Offer to Purchase.

If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Tender Offer.

As more fully described in the Offer to Purchase, Guaranteed Deliveries will be required to be provided no later than 5:00 p.m., New York City time, on March 29, 2016. Notes tendered by guaranteed delivery procedures must be delivered no later than the close of business on March 31, 2016, which is two business days following the Expiration Date. The Guaranteed Delivery Payment Date will take place on April 1, 2016. Accrued interest will cease to accrue on March 29, 2016 for all Notes tendered in the Tender Offer, including those tendered by the guaranteed delivery procedures set forth herein and in the Offer to Purchase, and under no circumstances will additional interest on the Purchase Price be paid by the Company by reason of any delay in the guaranteed delivery procedures.

Title of Security: 7.75% Notes due 2021

Principal Amount of Notes Tendered: \_\_\_\_\_

Account Number: \_\_\_\_\_

Dated: \_\_\_\_\_, 2016

Name(s) of Record Holder(s): \_\_\_\_\_

Address(es) (including Zip Code): \_\_\_\_\_

**THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.**

## GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a firm that is a participant in the Securities Transfer Agents Medallion Program, or an “eligible guarantor institution” (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), hereby (i) represents that the above-named persons are deemed to own the Notes tendered hereby, (ii) represents that such tender of Notes is being made by guaranteed delivery and (iii) guarantees that the Notes tendered hereby in proper form for transfer or confirmation of book-entry transfer of such Notes into the Depositary’s account at the book-entry transfer facility, pursuant to the procedures set forth in “The Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery” in the Offer to Purchase, in each case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) and certificates for the Notes to be tendered or an agent’s message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, will be received by the Depositary at its address or telephone number set forth above within two business days after the date of execution hereof.

**The eligible guarantor institution that completes this form must communicate the guarantee to the Depositary and must deliver the letter of transmittal to the Depositary within the time period indicated herein. Failure to do so may result in financial loss to such eligible guarantor institution.**

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Please Type or Print)

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Area Code and Telephone Number(s): \_\_\_\_\_

Dated: \_\_\_\_\_, 2016

**DO NOT SEND CERTIFICATES FOR NOTES WITH THIS FORM. ACTUAL SURRENDER OF CERTIFICATES FOR NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, A DULY EXECUTED LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS.**

## **DEALER MANAGERS**

BofA Merrill Lynch  
214 North Tryon Street  
Charlotte, North Carolina 28255  
Attention: Debt Advisory  
Telephone: (888) 292-0070 (Toll-Free)  
(980) 388-3646 (Collect)

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036  
Attention: Liability Management Group  
Telephone: (800) 624-1808 (Toll-Free)  
(212) 761-1057 (Collect)

*Requests for information in relation to the procedures for tendering Notes in, and for any documents or materials relating to, the Tender Offer should be directed to the Information Agent at the address or telephone numbers set forth below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Tender Offer.*

## **Global Bondholder Services Corporation**

65 Broadway – Suite 404  
New York, New York 10006  
Attention: Corporate Actions  
Email: [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com)  
[www.gbsc-usa.com/AMC](http://www.gbsc-usa.com/AMC)

Banks and Brokers call: (212) 430-3774  
Toll-free: (866) 924-2200  
International call: 001-212-430-3774