Michael E. Olsen
Vice President, Legal and Regulatory Affairs

June 7, 2007

Via Hand Delivery

Honorable Jaclyn A. Brilling
Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

Re: Cablevision Systems Corp. Notification of Significant Transaction

Dear Secretary Brilling:

Cablevision Systems Corp., on behalf of its affiliates and subsidiaries providing cable television services in the state of New York as listed on Attachment A and Cablevision Lightpath, Inc. ("Lightpath") providing telecommunications services as a Certified provider (collectively, "Cablevision" or "Company"), respectfully submits this notification to the New York Public Service Commission ("Commission") of a pending transaction.[1/]

Cablevision is controlled by members of the Dolan family (collectively, the "Dolan Family") through their ownership of 100% of all outstanding Class B shares of the Company, which gives them approximately 71% of the voting power of all outstanding Cablevision common stock and the ability to appoint 75% of Cablevision's Board of Directors.[2/] The Dolan Family currently owns approximately 20% of the total outstanding shares of common stock of Cablevision. Cablevision has entered into a definitive merger agreement with the Dolan Family, pursuant to which the Dolan Family will acquire the remaining 25% voting power and the approximately 80% equity interest in Cablevision not already owned by them. The Dolan Family will establish a new entity, Central Park Holdings, LLC, to hold its interest in Cablevision. Copies of the Agreement

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1/ Section 899.90(c) of the Commission's rules requires cable television companies to notify the Commission whenever a "significant change" in the financial position of the company occurs or is about to occur.

2/ The members of the Dolan Family holding Class B common stock have executed a voting agreement that has the effect of causing the voting power of the Class B stockholders to be cast as a block with respect to the election of the directors elected by the Class B stockholders.

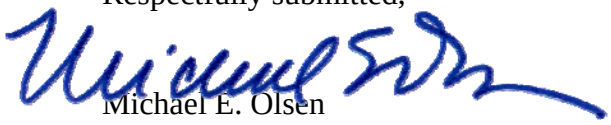
1111 Stewart Avenue, Bethpage NY 11714-3581
516 803-2583 tel | 253 736-7771 fax
meolsen@cablevision.com

and Plan of Merger and the Bank Commitment letter relating to this transaction can be found in Attachment B.

Because the Dolan Family currently holds voting control of Cablevision and will continue to do so after the transaction, the transaction does not result in a change in control. In addition, no changes in the management or operations of Cablevision are expected in connection with the transaction. Upon consummation of the transaction described above, Lightpath and the cable systems listed in Attachment A will become indirect wholly-owned subsidiaries of Central Park Holdings, LLC, the new parent company of Cablevision, but otherwise will be structurally and operationally unchanged from today.

Thank you for your consideration of this matter. If you have any questions or would like further information regarding this notification or transaction, please contact me.

Respectfully submitted,



Michael E. Olsen

cc:

Public Service Commission
Chairwoman Patricia Acampora
Mr. Chad Hume
Mr. Charles Dickson
Mr. Michael Corso
Mr. Peter McGowan

Debevoise & Plimpton PLC, Counsel for Dolan Family
Richard Bohm
Kevin Rinker
Michael Diz

Counsel for Cablevision Systems Corporation
Larry Malone
Couch White, LLP

Howard Symons
Mintz Levin Cohn Ferris Glovsky and Popeo PC

Encl.

FRANCHISE LIST

Cablevision Systems East Hampton Corporation:

Town	NY 0149	03782
Village	NY 0150	03782

Cablevision Systems Great Neck Corporation:

Flower Hill	NY 1046	03146
Great Neck	NY 1033	03146
Great Neck Estates	NY 1035	03146
Great Neck Plaza	NY 1034	03146
Kensington	NY 1037	03146
Kings Point	NY 1036	03146
Lake Success	NY 1039	03146
Munsey Park	NY 1045	03146
North Hills	NY 1047	03146
Plandome	NY 1042	03146
Plandome Heights	NY 1043	03146
Plandome Manor (Plandome Plaza)	NY 1044	03146
Russell Gardens	NY 1038	03146
Saddle Rock	NY 1041	03146
Thomaston	NY 1040	03146

Cablevision Systems Huntington Corporation:

Asharoken	NY 1010	03146
Huntington	NY 0392	03146
Huntington Bay	NY 0653	03146
Lloyd Harbor	NY 1306	03146
Northport	NY 0652	03146

Cablevision Systems Islip Corporation:

Islip (Town)	NY 0379	03146

Cablevision Systems Long Island Corporation:

Atlantic Beach	NY 0932	03146
Baxter Estates	NY 0835	03146
Bayville	NY 0665	03146
Bellerose	NY 0839	03146
Brookville	NY 1474	03146
Cedarhurst	NY 0924	03146
Centre Island	NY 1551	03146
Cove Neck	NY 1145	03146
East Hills	NY 1032	03146
East Rockaway	NY 0849	03146
East Williston	NY 0920	03146
Farmingdale	NY 0617	03146
Floral Park	NY 0774	03146
Freeport	NY 0749	03146
Garden City	NY 0925	03146
Glen Cove	NY 0611	03146
Hempstead (Town)	NY 0454	03146
Hempstead (Village)	NY 0772	03146
Hewlett Bay Park	NY 1187	03146
Hewlett Harbor	NY 0933	03146
Hewlett Neck	NY 1065	03146
Island Park	NY 0816	03146
Lattingtown	NY 1132	03146
Laurel Hollow	NY 0664	03146
Long Beach	NY 0740	03146

Malverne	NY 1186	03146
Manorhaven	NY 0834	03146
Massapequa Park	NY 0635	03146
Matinecock	NY 1146	03146
Mill Neck	NY 1185	03146
Mineola	NY 0666	03146
Muttontown	NY 1133	03146
New Hyde Park	NY 0790	03146
North Hempstead	NY 0453	03146
Old Brookville	NY 1308	03146
Old Westbury	NY 1096	03146
Oyster Bay	NY 0489	03146
Oyster Bay Cove	NY 1134	03146
Port Washington North	NY 0855	03146
Rockville Centre	NY 0953	03146
Roslyn	NY 0662	03146
Roslyn Estates	NY 0663	03146
Roslyn Harbor	NY 1473	03146
Sands Point	NY 1215	03146
Sea Cliff	NY 0791	03146
South Floral Park	NY 1009	03146
Stewart Manor	NY 0748	03146
Upper Brookville	NY 1135	03146
Valley Stream	NY 0741	03146
Westbury	NY 0703	03146
Williston Park	NY 0714	03146
Woodsburgh	NY 1011	03146

Cablevision Systems Suffolk Corporation:		
Amityville	NY 0391	03146
Babylon (Town)	NY 0423	03146
Babylon (Village)	NY 0399	03146
Lindenhurst	NY 0421	03146
Suffolk Cable Corporation		
Belle Terre	NY 1403	01994
Brookhaven	NY 0237	01994
Samson Cablevision Corp.		
Brightwaters	NY 0690	01994
Islandia	NY 1689	01994
Islip	NY 0239	01994
Suffolk Cable of Smithtown, Inc.		
Village of Branch	NY 0667	01994
Head of the Harbor	NY 1506	01994
Nissequogue	NY 1429	01994
Smithtown	NY 0242	01994
Suffolk Cable of Shelter Island, Inc.		
Dering Harbor	NY 0238	03782
North Haven	NY 0240	03782

Shelter Island	NY 0241	03782

Suffolk Cable Corp.

Old Field	NY 1576	01994
Port Jefferson	NY 0713	01994
Shoreham	NY 0691	01994

Cablevision of Brookhaven, Inc.:

Bellport	NY0581	001592
Brookhaven (not renewed)	NY0052	001592
Lake Grove	NY0451	001592
Patchogue	NY0363	001592
Poquott	NY0929	001592

CSC Acquisition-NY, Inc.:

Greenport	NY 0176	03782
Quogue	NY 0183	03782
Riverhead	NY 0186	03782
Sag Harbor	NY 0187	03782
Southampton (Town)	NY 0190	03782
Southampton (Village)	NY 0192	03782
Southold	NY 0188	03782
Westhampton Beach	NY 0197	03782
Westhampton Dunes	NY 1728	03782

Cablevision Systems New York City Corporation:

Bronx	NY 1414	13008
Brooklyn	NY 1413	12939

CSC Acquisition-MA, Inc.:

Lawrence	NY 1053	03146
Lynbrook	NY 0940	03146
Port Chester	NY 1092	08370
Harrison	NY 1107	08370

Cablevision of Rockland/Ramapo, LLC:

Airmont	NY1634	03173
Chestnut Ridge	NY1488	03173
Clarkstown	NY0449	03173
Grandview	NY0873	03173
Hillburn	NY0938	03173
Montebello	NY1601	03173
New Hempstead	NY1464	03173
Nyack	NY0872	03173
Orangetown	NY0794	03173
Piermont	NY0871	03173
Ramapo Corridor	NY1662	03173

Ramapo	NY0448	03173
Sloatsburg	NY0905	03173
South Nyack	NY0870	03173
Spring Valley	NY0447	03173
Suffern	NY0842	03173
Tuxedo	NY0906	03173
Tuxedo Park	NY0939	03173
Upper Nyack	NY0869	03173
Wesley Hills	NY1263	03173

Cablevision of Warwick, LLC:

Chester (Town)	NY0753	003693
Chester (Village)	NY0752	003693
Florida	NY0674	003693
Greenville	NY1694	003693
Greenwood Lake	NY0673	003693
Minisink	NY1355	003693
Unionville	NY1354	003693
Warwick (Town)	NY0675	003693
Warwick (Village)	NY0672	003693
Westfall	PA1969	003693

Cablevision Systems Dutchess Corporation:

Amenia	NY 0657	005325
Clinton	NY 1676	005325
Dover	NY 0213	005325
Millbrook	NY 1142	005325
Millerton	NY 1143	005325
Northeast	NY 1141	005325
Pine Plains	NY 1462	005325
Stanford	NY 1475	005325
Unionvale	NY 1461	005325
Washington	NY 0658	005325

Cablevision of Ossining, L.P.:

Ossining (Town)	NY0733	004813
Ossining (Village)	NY0736	004813
Peekskill	NY0284	004813
Pleasantville	NY0737	004813

Cablevision of Wappingers Falls, Inc.:

Beacon	NY0271	005325
Bedford	NY1423	004813
Blooming Grove	NY0047	005325
Briarcliff Manor	NY0734	004813

Buchanan	NY0281	004813
Cold Spring	NY1116	005325
Cortlandt	NY0771	004813
Croton-on-Hudson	NY1086	004813
East Fishkill	NY0275	005325
Fishkill (Town)	NY0272	005325
Fishkill (Village)	NY0273	005325
Harriman	NY0726	005325
Haverstraw (Town)	NY0286	003173
Haverstraw (Village)	NY0287	003173
Hyde Park	NY0274	005325
LaGrange	NY0375	005325
Lloyd	NY0276	005325
Marlborough	NY0306	005325
Monroe (Town)	NY0305	005325
Monroe (Village)	NY0048	005325
Mount Pleasant	NY0731	004813
Nelsonville	NY1209	005325
New Castle	NY0732	004813
Philipstown (North - Town)	NY1688	005325
Philipstown (South - Town)	NY1208	004813
Plattekill	NY0307	005325

Pomona	NY0951	003173
Poughkeepsie	NY0309	005325
Ramapo	NY1424	003173
Sleepy Hollow	NY0735	004813
Stony Point	NY0290	003173
Tarrytown	NY0738	004813
Wappinger	NY0308	005325
Wappingers Falls	NY0278	005325
West Haverstraw	NY0291	003173
Woodbury	NY0049	005325

Cablevision Systems Westchester Corporation:

Bedford	NY 0426	08368
Lewisboro	NY 1382	08368
Mount Kisco	NY 0427	08368
North Castle	NY 1056	08368
North Salem	NY 1381	08368
Pound Ridge	NY 1489	08368
Putnam Valley	NY 1083	08368
Yonkers	NY 0638	07341
Somers*	NY 1066	08368
Yorktown*	NY 0942	08368

* CSC Holdings, Inc.: (should be with Cablevision Systems Westchester Corp. - pending transfer upon renewal)

Cablevision of Southern Westchester, Inc.:

Ardsley	NY0793	004901
Bronxville	NY0750	004901
Dobbs Ferry	NY0792	004901
Eastchester	NY0739	004901
Elmsford	NY0468	004901
Greenburgh	NY0815	004901
Hastings-On-Hudson	NY0868	004901
Irvington	NY0851	004901
Larchmont	NY0902	004901
Mamaroneck	NY0901	004901
Mamaroneck	NY0900	004901
New Rochelle	NY0700	004901
North Castle	NY1277	004901
Pelham	NY0803	004901
Pelham Manor	NY0804	004901
Rye (City)	NY0814	004901
Rye Brook	NY0982	004901
Scarsdale	NY0701	004901
Tuckahoe	NY0743	004901

White Plains	NY0805	004901

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OMB APPROVAL
OMB Number: 3235-0145
Expires: February 28, 2009
Estimated average burden hours per response...14.5

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 20)*

Cablevision Systems Corporation

(Name of Issuer)

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

Cablevision NY Group Class A Common Stock: 12686C-10-9
(CUSIP Number)

Richard D. Bohm
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
212-909-6000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 2, 2007
(Date of Event Which Requires Filing of this Statement)

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

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

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

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

1	NAMES OF REPORTING PERSONS: Charles F. Dolan I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 - See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 26,677,934
	8	SHARED VOTING POWER: 1,189,350
	9	SOLE DISPOSITIVE POWER: 26,677,934
	10	SHARED DISPOSITIVE POWER: 1,189,350
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 27,867,284	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 10.9%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 37,586,244 shares of Cablevision NY Group Class A Common Stock, par value $0.01 per share ("Class A Common Stock"), issuable upon conversion of an equal number of shares of Cablevision NY Group Class B Common Stock, par value $0.01 per share ("Class B Common Stock"), held by other Reporting Persons hereto as to which Charles F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: Helen A. Dolan I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00- See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 27,867,284
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 27,867,284
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 27,867,284	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 10.9%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 37,586,244 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Helen A. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: James L. Dolan I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 1,150,283
	8	SHARED VOTING POWER: 27,328
	9	SOLE DISPOSITIVE POWER: 1,150,283
	10	SHARED DISPOSITIVE POWER: 27,328
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 1,177,611	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.5%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which James L. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: Thomas C. Dolan I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 122,668
	8	SHARED VOTING POWER: 0
	9	SOLE DISPOSITIVE POWER: 122,668
	10	SHARED DISPOSITIVE POWER: 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 122,668	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.05%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Thomas C. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: Patrick F. Dolan I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 115,834
	8	SHARED VOTING POWER: 1,228
	9	SOLE DISPOSITIVE POWER: 115,834
	10	SHARED DISPOSITIVE POWER: 1,228
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 117,062	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.05%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Patrick F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1	NAMES OF REPORTING PERSONS: Kathleen M. Dolan, individually and as a Trustee of the Dolan Descendants Trust, the Dolan Grandchildren Trust, the Dolan Spouse Trust, the Dolan Progeny Trust, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5, the CFD Trust No. 6, and as Trustee of the Marissa Waller 1989 Trust, of the Charles Dolan 1989 Trust, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 248,889
	8	SHARED VOTING POWER: 30,938,630
	9	SOLE DISPOSITIVE POWER: 248,889
	10	SHARED DISPOSITIVE POWER: 30,938,630
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 31,187,519	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS):	

	☑*
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 12.0%
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes the 1,737,098 Shares of Class A Common Stock beneficially owned by Dolan Children ’s Foundation as to which the Reporting Person serves as a director and the 33,231,083 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Kathleen M. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1	NAMES OF REPORTING PERSONS: Marianne Dolan Weber I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 17,944
	8	SHARED VOTING POWER: 0
	9	SOLE DISPOSITIVE POWER: 17,944
	10	SHARED DISPOSITIVE POWER: 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 17,944	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.008%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes the 1,737,098 Shares of Class A Common Stock beneficially owned by Dolan Children's Foundation as to which the Reporting Person serves as a director and the 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Marianne Dolan Weber disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: Deborah A. Dolan-Sweeney I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 6,381
	8	SHARED VOTING POWER: 97,373
	9	SOLE DISPOSITIVE POWER: 6,381
	10	SHARED DISPOSITIVE POWER: 97,373
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 103,754	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.045%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes the 1,737,098 Shares of Class A Common Stock beneficially owned by Dolan Children's Foundation as to which the Reporting Person serves as a director and the 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Deborah A. Dolan-Sweeney disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1	NAMES OF REPORTING PERSONS: Lawrence J. Dolan, as a Trustee of the Charles F. Dolan 2001 Family Trust I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 7,834,110
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 7,834,110
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 7,834,110	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 3.3%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 55,837,279 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Lawrence J. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: David M. Dolan, as a Trustee of the Charles F. Dolan 2001 Family Trust I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00- See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 1,221,859
	8	SHARED VOTING POWER: 7,831,110
	9	SOLE DISPOSITIVE POWER: 1,221,859
	10	SHARED DISPOSITIVE POWER: 7,831,110
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 9,052,969	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 3.8%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 55,837,279 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto. David M. Dolan disclaims beneficial ownership of these shares of Class A Common Stock and Class B Common Stock and this report shall not be construed as an admission that such person is the beneficial owner of such securities.

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1	NAMES OF REPORTING PERSONS: Paul J. Dolan, as a Trustee the Dolan Descendants Trust, the Dolan Grandchildren Trust, the Dolan Spouse Trust, the Dolan Progeny Trust, the D.C. Kathleen Trust, the D.C. James Trust, the CFD Trust No. 1 and the CFD Trust No. 6 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 461,006
	8	SHARED VOTING POWER: 15,728,115
	9	SOLE DISPOSITIVE POWER: 461,006
	10	SHARED DISPOSITIVE POWER: 15,728,115
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 16,189,121	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):	

13	6.6%
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes the 47,964,620 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Paul J. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1	NAMES OF REPORTING PERSONS: Matthew J. Dolan, as a Trustee of the D.C. Marianne Trust, the D.C. Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 3,850
	8	SHARED VOTING POWER: 7,622,045
	9	SOLE DISPOSITIVE POWER: 3,850
	10	SHARED DISPOSITIVE POWER: 7,622,045
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 7,625,895	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 3.2%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 56,056,261 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Matthew J. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1	NAMES OF REPORTING PERSONS: Mary S. Dolan, as a Trustee of the D.C. Deborah Trust, the D.C. Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not applicable	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 6,750
	8	SHARED VOTING POWER: 7,626,736
	9	SOLE DISPOSITIVE POWER: 6,750
	10	SHARED DISPOSITIVE POWER: 7,626,736
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 7,633,486	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 3.2%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN

*Excludes 56,107,316 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Mary S. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1	NAMES OF REPORTING PERSONS: Dolan Family LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 11-3519521	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) ☐	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): 00 — See Item 3 of Statement	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 0
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 7,977,325
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 7,977,325	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): ☑*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 3.4%	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO

*Excludes 55,349,978 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons as to which the Reporting Person disclaims beneficial ownership.

Amendment No. 20 to Schedule 13D

This Amendment to Schedule 13D is being filed jointly by Charles F. Dolan; Helen A. Dolan; James L. Dolan; Thomas C. Dolan; Patrick F. Dolan; Kathleen M. Dolan, individually and as a Trustee of the Dolan Grandchildren Trust, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Deborah Trust, the DC Marianne Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5 and the CFD Trust No. 6 and as sole Trustee of the Charles Dolan 1989 Trust (for the benefit of Charles P. Dolan), the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust; Marianne Dolan Weber; Deborah A. Dolan-Sweeney; Lawrence J. Dolan, as a Trustee of the Charles F. Dolan 2001 Family Trust (the "2001 Trust"); David M. Dolan, as a Trustee of the 2001 Trust; Paul J. Dolan, as a Trustee of each of the Family Trusts, the DC Kathleen Trust, the DC James Trust, the CFD Trust No. 1 and the CFD Trust No. 6; Matthew J. Dolan, as a Trustee of the DC Marianne Trust, the DC Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5; Mary S. Dolan, as a Trustee of the DC Deborah Trust, the DC Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4; (the "Reporting Persons"). The Reporting Persons report on Schedule 13D as members of a group with the Dolan Descendants Trust, the Dolan Spouse Trust and the Dolan Progeny Trust (collectively with the Dolan Grandchildren Trust, the "Family Trusts"), the Marissa Waller 1989 Trust and Dolan Family LLC, a limited liability company organized under the laws of the State of Delaware (collectively, the "Group Members").

The Schedule 13D (the "Schedule") filed by the Group Members on March 19, 2004, as amended and supplemented by Amendment No. 1 filed on April 9, 2004, Amendment No. 2 filed on June 30, 2004, Amendment No. 3 filed on March 3, 2005, Amendment No. 4 filed on March 10, 2005, Amendment No. 5 filed on March 25, 2005, Amendment No. 6 filed on March 31, 2005, Amendment No. 7 filed on April 26, 2005, Amendment No. 8 filed on June 20, 2005, Amendment No. 9 filed on July 19, 2005, Amendment No. 10 filed on August 10, 2005, Amendment No. 11 filed on September 16, 2005, Amendment No. 12 filed on October 13, 2005, Amendment No. 13 filed on October 25, 2005, Amendment No. 14 filed on December 29, 2005, Amendment No. 15 filed on August 11, 2006, Amendment No. 16 filed on October 10, 2006, Amendment No. 17 filed on November 13, 2006, Amendment No. 18 filed on December 11, 2006, and Amendment No. 19 filed on January 12, 2007, is hereby amended and supplemented by the Reporting Persons as set forth below in this Amendment No. 20.

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Item 2 Identity and Background

The disclosure in part (a) of Item 2 is hereby amended and restated in its entirety to read as follows in order to reflect the withdrawal of the CFD Trust No. 10 from the Class B Stockholders Agreement on February 9, 2007, pursuant to a letter from Paul J. Dolan, trustee, to Class B Stockholders, which is attached hereto as Exhibit 36.

"(a) The names of Group Members are: Charles F. Dolan; Helen A. Dolan; James L. Dolan; Thomas C. Dolan; Patrick F. Dolan; Kathleen M. Dolan, individually and as a Trustee of the Dolan Descendants Trust, the Dolan Grandchildren Trust, the Dolan Spouse Trust, and the Dolan Progeny Trust (collectively, the "Family Trusts"), the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Deborah Trust, the DC Marianne Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5 and the CFD Trust No. 6 and as sole Trustee of the Marissa Waller 1989 Trust, the Charles Dolan 1989 Trust (for the benefit of Charles P. Dolan), the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust; Marianne Dolan Weber; Deborah A. Dolan-Sweeney; Lawrence J. Dolan, as a Trustee of the Charles F. Dolan 2001 Family Trust (the "2001 Trust"); David M. Dolan, as Trustee of the 2001 Trust; Paul J. Dolan, as a Trustee of each of the Family Trusts, the DC Kathleen Trust, the DC James Trust, the CFD Trust No. 1 and the CFD Trust No. 6, Matthew J. Dolan, as a Trustee of the DC Marianne Trust, the DC Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5; Mary S. Dolan, as a Trustee of the DC Deborah Trust, the DC Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4; and Dolan Family LLC, a limited liability company organized under the laws of the State of Delaware."

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Item 3 The disclosure in Item 3 is hereby amended and supplemented by inserting the following after the final paragraph thereof:

"It is anticipated that the funding for the transactions contemplated by the Merger Agreement (as defined in Item 4, below), will be approximately $13.9 billion (including refinancing the Issuer's existing credit facilities). MergerCo (as defined in Item 4) has entered into a commitment letter, dated as of May 2, 2007, with Merrill Lynch Capital Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc., Bear Stearns Corporate Lending Inc., Bank of America, N.A., Banc of America Securities LLC and Banc of America Bridge LLC (the "Executed Commitment Letter") to provide, or to cause certain of its subsidiaries and affiliated entities to provide, the required funding through a combination of revolving credit facilities, term loans, high yield notes and, under certain circumstances, preferred stock.

This summary of the Executed Commitment Letter does not purport to be complete and is qualified in its entirety by the Executed Commitment Letter attached hereto as Exhibit 37, the complete text of which is incorporated herein by reference."

Item 4 **Purpose of Transaction**

The disclosure in Item 4 is hereby amended and supplemented by inserting the following after the final paragraph thereof:

"On May 2, 2007, Central Park Holding Company, LLC ("Parent"), a Delaware limited liability company formed by Charles F. Dolan, Central Park Merger Sub, Inc. ("MergerCo"), a Delaware corporation and wholly-owned subsidiary of Parent, and the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement"). Pursuant to the Merger Agreement, MergerCo would merge with and into the Issuer, with the Issuer surviving as a wholly-owned subsidiary of Parent and each issued and outstanding share of Class A Stock being converted into the right to receive $36.26 in cash without interest (other than shares of Class A Stock held by Parent or any of its subsidiaries immediately prior to the effective time of the merger, employee restricted shares of Class A Stock, shares of Class A Stock held by the Issuer or any of its subsidiaries, and shares of Class A Stock held by the Issuer's stockholders who perfect their appraisal rights under Delaware law). The merger, which is anticipated to be completed in the second half of 2007, is subject to the receipt of financing necessary to complete the transaction on the terms set forth in the Executed Commitment Letter (or upon other terms and conditions which are acceptable to Family LLC in its sole discretion), regulatory approvals, the approval of the Issuer's stockholders (including the approval of a majority of the stockholders of the Issuer who are unaffiliated with Parent), and other customary conditions. This summary of the Merger Agreement does not purport to be complete and is qualified in its entirety by the Merger Agreement, which is attached hereto as Exhibit 38 and incorporated by reference herein.

In connection with the execution of the Merger Agreement, the Reporting Persons entered into an Exchange Agreement, dated as of the date of the Merger Agreement, with Parent (the "Exchange Agreement"), in which each of them agreed, subject to the terms and conditions set forth therein, to contribute their shares of the Issuer's common stock to Parent in exchange for an equity interest in Parent, immediately prior to the effective time of the Merger. The foregoing summary of the Exchange Agreement does not purport to be complete and is qualified in its entirety by the Exchange Agreement, which is attached hereto as Exhibit 39 and incorporated by reference herein.

Also in connection with the execution of the Merger Agreement, the Reporting Persons entered into a Voting Agreement, dated as of the date of the Merger Agreement, with the Issuer (the "Voting Agreement"), in which they agreed, subject to the terms and conditions set forth therein, to vote their shares of the Issuer's common stock in favor of the Merger Agreement and the transactions contemplated thereby. The foregoing summary of the Voting Agreement does not purport to be complete and is qualified in its entirety by the Voting Agreement, which is attached hereto as Exhibit 40 and incorporated by reference herein.

In addition, Charles F. Dolan and James L. Dolan (together, the "Guarantors") entered into a Guarantee with the Issuer, dated as of the date of the Merger Agreement (the "Guarantee"). Under the Guarantee, the Guarantors guarantee to the Issuer the due and punctual payment of any obligation or liability of Parent or MergerCo under the Merger Agreement as a result of a material and willful breach of their obligations hereunder, subject to a cap. This summary of the Guarantee does not purport to be complete and is qualified in its entirety by the Guarantee, which is attached hereto as Exhibit 41 and incorporated by reference herein.

On May 1, 2007, acting by written consent, Charles F. Dolan, individually, and Lawrence J. Dolan and David M. Dolan, as trustees of the 2001 Trust, as holders in the aggregate in excess of 50% of the voting power of the Class B Common Stock, elected Thomas C. Dolan to fill the vacancy on the Company's Board of Directors created by the resignation of

John C. Malone."

Item 5 Interest in Securities of the Issuer

The disclosure in Item 5 is hereby amended and restated to read in its entirety as follows:
"(a) and (b) The Group Members may be deemed to beneficially own an aggregate of 70,181,683 shares of Class A Common Stock as a result of their beneficial ownership of (i) 6,854,380 shares of Class A Common Stock (including 1,090,353 shares of restricted stock, 3,563 restricted stock units and options to purchase 918,176 shares of Class A Common Stock that are exercisable within 60 days of the date of this filing), and (ii) 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 23.9% of the shares of Class A Common Stock currently outstanding. Group Members in the aggregate may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 63,327,303 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock (representing all outstanding Class B Common Stock) because of the terms of the Class B Stockholders Agreement. Each of the Reporting Persons disclaims beneficial ownership of the securities held by the other Reporting Persons, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Charles F. Dolan may be deemed to beneficially own an aggregate of 27,867,284 shares of Class A Common Stock, including (i) 2,126,225 shares of Class A Common Stock (including 458,000 shares of restricted stock), (ii) options to purchase 477,200 shares of Class A Common Stock that are exercisable within 60 days of the date of this report, and (iii) 25,741,059 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 10.9% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 936,875 shares of Class A Common Stock (including 458,000 shares of restricted stock and options to purchase 477,200 shares of Class A Common Stock that are exercisable within 60 days of this report) owned of record personally, and 25,741,059 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record personally and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 1,189,350 shares of Class A Common Stock owned of record by the Dolan Family Foundation. He disclaims beneficial ownership of 1,189,350 shares of Class A Common Stock owned of record by the Dolan Family Foundation, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Helen A. Dolan may be deemed to beneficially own an aggregate of 27,867,284 shares of Class A Common Stock, including (i) 2,126,225 shares of Class A Common Stock (including 458,000 shares of restricted stock), (ii) options to purchase 477,200 shares of Class A Common Stock that are exercisable within 60 days of the date of this report and (iii) 25,741,059 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 10.9% of the shares of Class A Common Stock currently outstanding.

Helen A. Dolan holds no Issuer securities directly. She may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of (a) 1,189,350 shares of Class A Common Stock owned of record by the Dolan Family Foundation and (b) 936,875 shares of Class A Common Stock (including 458,000 shares of restricted stock and options to purchase 477,200 shares of Class A Common Stock exercisable within 60 days of this report) owned of record by Charles F. Dolan personally, and 25,741,059 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by Charles F. Dolan personally. She disclaims beneficial ownership of all such securities, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

James L. Dolan may be deemed to beneficially own an aggregate of 1,177,611 shares of Class A Common Stock, including (i) 795,944 shares of Class A Common Stock (including 570,100 shares of restricted stock) and (ii) options to purchase 381,667 shares of Class A Common Stock that are exercisable within 60 days of the date of this report. This aggregate amount represents approximately 0.5% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 1,150,283 shares of Class A Common Stock (including 215,958 shares of Class A Common Stock owned of record personally, 559,500 shares of restricted stock owned of record personally, 159 shares of Class A Common Stock held as custodian for a minor child and options to purchase 374,666 shares of Class A Common Stock that are exercisable within 60 days of this report, owned of record personally) and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 27,328 shares of Class A Common Stock (including 10,600 shares of restricted stock and options to purchase 7,001 shares of Class A Common Stock exercisable within 60 days of this report) owned of record by his spouse. He disclaims beneficial ownership of 159 shares of Class A Common Stock held as custodian for a minor child, and 27,328 shares of Class A Common Stock (including 10,600 shares of restricted stock and options to purchase 7,001 shares of Class A Common Stock exercisable within 60 days of this report) owned of record by his spouse, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Thomas C. Dolan may be deemed to beneficially own 122,668 shares of Class A Common Stock. This amount represents approximately 0.05% of the shares of Class A Common Stock currently outstanding. He may be deemed to have the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 122,668 shares of Class A Common Stock.

Patrick F. Dolan may be deemed to beneficially own an aggregate of 117,062 shares of Class A Common Stock, including (i) 90,818 shares of Class A Common Stock (including 14,100 shares of restricted stock) and (ii) options to purchase 26,244 shares of Class A Common Stock that are exercisable within 60 days of the date of this report. This aggregate amount represents approximately 0.05% of the shares of Class A Common Stock currently outstanding. He may be deemed to have the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 115,834 shares of Class A Common Stock (including 75,490 shares of Class A Common Stock owned of record personally, 14,100 shares of restricted stock and options to purchase 26,244 shares of Class A Common Stock that are exercisable within 60 days of the date of this report), and (b) the current shared power to vote or direct the vote of and to dispose of or to direct the disposition of 1,228 shares of Class A Common Stock owned of record by the Daniel P. Mucci Trust (the “Mucci Trust”) for which he serves as co-trustee. He disclaims beneficial ownership of the securities held by the Mucci Trust, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Kathleen M. Dolan may be deemed to beneficially own an aggregate of 31,187,519 shares of Class A Common Stock, including (i) 1,091,299 shares of Class A Common

Stock and (ii) 30,096,220 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 12.0% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 6,381 shares of Class A Common Stock owned of record personally and an aggregate of 242,508 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Charles Dolan 1989 Trust (for the benefit of Charles P. Dolan), the Ryan Dolan 1989 Trust, the Marissa Waller 1989 Trust and the Tara Dolan 1989 Trust, and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 1,084,918 shares of Class A Common Stock owned of record by the CFD Trusts Nos. 1 -6 and 29,853,712 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Family Trusts, Dolan Family LLC, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust and the CFD Trusts Nos. 1 — 6. She disclaims beneficial ownership of 1,084,918 shares of Class A Common Stock owned of record by the CFD Trusts Nos. 1 – 6 and 30,096,220 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Family Trusts, Dolan Family LLC, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust, the CFD Trusts Nos. 1 — 6, the Marissa Waller 1989 Trust, the Charles Dolan 1989 Trust (for the benefit of Charles P. Dolan), the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Marianne Dolan Weber may be deemed to beneficially own an aggregate of 17,944 shares of Class A Common Stock, including (i) 9,944 shares of Class A Common Stock (including 6,381 shares of Class A Common Stock owned of record personally and 3,563 restricted stock units) and (ii) options to purchase 8,000 shares of Class A Common Stock that are exercisable within 60 days of this report. This aggregate amount represents approximately 0.008% of the shares of Class A Common Stock currently outstanding. She may be deemed to have the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 17,944 shares of Class A Common Stock owned of record personally (including 6,381 shares of Class A Common Stock owned of record personally, 3,563 restricted stock units and options to purchase 8,000 shares of Class A Common Stock that are exercisable within 60 days of this report).

Deborah A. Dolan-Sweeney may be deemed to beneficially own an aggregate of 103,754 shares of Class A Common Stock, including (i) 78,689 shares of Class A Common Stock (including 48,153 shares of restricted stock) and (ii) options to purchase 25,065 shares of Class A Common Stock that are exercisable within 60 days of the date of this report. This aggregate amount represents approximately 0.045% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 6,381 shares of Class A Common Stock owned of record personally, and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 97,373 shares of Class A Common Stock (including 48,153 shares of restricted stock and options to purchase 25,065 shares of Class A Common Stock that are exercisable within 60 days of the date of this report) owned of record by her spouse. She disclaims beneficial ownership of the 97,373 shares of Class A Common Stock (including 48,153 shares of restricted stock and options to purchase 25,065 shares of Class A Common Stock that are exercisable within 60 days) owned of record by her spouse, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Lawrence J. Dolan may be deemed to beneficially own an aggregate of 7,834,110 shares of Class A Common Stock, including (i) 344,086 shares of Class A Common Stock and (ii) 7,490,024 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents

approximately 3.3% of the shares of Class A Common Stock currently outstanding. He may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 7,834,110 shares of Class A Common Stock, including 25,000 shares of Class A Common Stock owned jointly with his spouse, 319,086 shares of Class A Common Stock owned of record by the 2001 Trust and 7,490,024 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2001 Trust. He disclaims beneficial ownership of 319,086 shares of Class A Common Stock owned of record by the 2001 Trust and 7,490,024 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2001 Trust, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

David M. Dolan may be deemed to beneficially own an aggregate of 9,052,969 shares of Class A Common Stock, including (i) 1,562,945 shares of Class A Common Stock and (ii) 7,490,024 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 3.8% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 1,221,859 shares of Class A Common Stock, including 25,036 shares of Class A Common Stock owned of record by the David M. Dolan Revocable Trust and 1,196,823 shares of Class A Common Stock owned of record by the Charles F. Dolan Charitable Remainder Trust and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 7,831,110 shares of Class A Common Stock, including 21,000 shares of Class A Common Stock owned of record by the Ann H. Dolan Revocable Trust, 1,000 shares of Class A Common Stock held by his spouse as custodian for a minor child, 319,086 shares of Class A Common Stock owned of record by the 2001 Trust, and 7,490,024 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2001 Trust. He disclaims beneficial ownership of 1,196,823 shares of Class A Common Stock owned of record by the Charles F. Dolan Charitable Remainder Trust, 21,000 shares of Class A Common Stock owned of record by the Ann H. Dolan Revocable Trust, 1,000 shares of Class A Common Stock held by his spouse as custodian for a member of his household, 319,086 shares of Class A Common Stock owned of record by the 2001 Trust, and 7,490,024 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the 2001 Trust, and this report shall not be deemed to be an admission that he is the beneficial owner of such securities. See Exhibit A.

Paul J. Dolan may be deemed to beneficially own an aggregate of 16,189,121 shares of Class A Common Stock, including (i) 826,438 shares of Class A Common Stock, and (ii) 15,362,683 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 6.6% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 461,006 shares of Class A Common Stock, including 12,236 shares of Class A Common Stock held as custodian for minor children and 448,770 shares of Class A Common Stock owned of record by the CFD Trust No. 10, and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 15,728,115 shares of Class A Common Stock, including 14,429 shares of Class A Common Stock owned jointly with his spouse, an aggregate of 351,003 shares of Class A Common Stock owned of record by the CFD Trust Nos. 1 and 6, and an aggregate of 15,362,683 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the Family Trusts, Dolan Family LLC, the DC James Trust, the DC Kathleen Trust, the CFD Trust Nos. 1 and 6. He disclaims beneficial ownership of the 12,236 shares of Class A Common Stock held as custodian for minor children, the 448,770 shares of Class A Common Stock owned of record by the CFD Trust No. 10, an aggregate of 351,003 shares of Class A Common Stock owned of record by the CFD Trust Nos. 1 and 6, and an

aggregate of 15,362,683 shares of Class B Common Stock owned of record by the Family Trusts, Dolan Family LLC, the DC James Trust, the DC Kathleen Trust, the CFD Trust Nos. 1 and 6, and this report shall not be deemed to be an admission that he is the beneficial owner of such securities. See Exhibit A.

Matthew J. Dolan may be deemed to beneficially own an aggregate of 7,625,895 shares of Class A Common Stock, including (i) 354,853 shares of Class A Common Stock and (ii) 7,271,042 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 3.2% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the current sole power to vote or direct the vote of and to dispose of or to direct the disposition of 3,850 shares of Class A Common Stock, including 2,400 shares of Class A Common Stock owned of record personally and 1,450 shares of Class A Common Stock held as custodian for a minor child and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 7,622,045 shares of Class A Common Stock, including an aggregate of 351,003 shares of Class A Common stock owned of record by the CFD Trust Nos. 3 and 5 and 7,271,042 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the DC Marianne Trust, the DC Thomas Trust, and the CFD Trust Nos. 3 and 5. He disclaims beneficial ownership of 1,450 shares of Class A Common Stock held as custodian for a minor child, an aggregate of 351,003 shares of Class A Common Stock owned of record by the CFD Trust Nos. 3 and 5 and an aggregate of 7,271,042 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the DC Marianne Trust, the DC Thomas Trust, and the CFD Trust Nos. 3 and 5, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

Mary S. Dolan may be deemed to beneficially own an aggregate of 7,633,486 shares of Class A Common Stock, including (i) 413,499 shares of Class A Common Stock and (ii) 7,219,987 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock. This aggregate amount represents approximately 3.2% of the shares of Class A Common Stock currently outstanding. She may be deemed to have (a) the current sole power to vote or direct the vote and to dispose of or direct the disposition of 6,750 shares of Class A Common Stock held as custodian for minor children and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 7,626,736 shares of Class A Common Stock, including 23,837 shares of Class A Common Stock owned jointly with her spouse, an aggregate of 382,912 shares of Class A Common Stock owned of record by CFD Trust Nos. 2 and 4 and an aggregate of 7,219,987 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock owned of record by the DC Deborah Trust, DC Patrick Trust, and CFD Trust Nos. 2 and 4. She disclaims beneficial ownership of 6,750 shares of Class A Common Stock held as custodian for minor children, an aggregate of 382,912 shares of Class A Common Stock owned of record by CFD Trust Nos. 2 and 4 and an aggregate of 7,219,987 shares of Class A Common Stock issuable upon the conversion of Class B Common Stock owned of record by the DC Deborah Trust, the DC Patrick Trust, and CFD Trust Nos. 2 and 4, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities. See Exhibit A.

(c)Since the most recent Amendment to the Schedule 13D filed on January 12, 2007, the following transactions in the Issuer's Securities have been effected by Group Members:

On October 12, 2006, Charles F. Dolan disposed of 6,500 shares of Class A Common Stock through multiple gifts to different recipients.

On December 6, 2006, Charles F. Dolan disposed of 500 shares of Class A Common Stock through a gift.

On December 15, 2006, Charles F. Dolan disposed of 250 shares of Class A Common Stock through a gift.

On January 17, 2007, David M. Dolan, as Trustee of the David M. Dolan Revocable Trust, sold 10,000 shares of Class A Common Stock at $29.00 per share in an open market transaction to purchase a new residence.

On February 9, 2007, Paul J. Dolan as Trustee of CFD Trust No. 10, converted 409,511 shares of Class B Common Stock to 409,511 shares of Class A Common Stock and the CFD Trust No. 10 withdrew from the Class B Stockholders Agreement.

On March 2, 2007, it was determined that the 74,400 options granted to Charles F. Dolan on November 8, 2005 had met certain performance criteria and as a result the options become fully vested and exercisable on October 1, 2007.

On March 2, 2007, it was determined that the 74,400 options granted to James L. Dolan on November 8, 2005 had met certain performance criteria and as a result the options become fully vested and exercisable on October 1, 2007.

On March 2, 2007, James L. Dolan received a compensatory grant from the Issuer of 101,500 restricted shares of Class A Common Stock.

On March 2, 2007, James L. Dolan's spouse received a compensatory grant of 5,800 restricted shares of Class A Common Stock. James L. Dolan may be deemed to have shared voting and dispositive power over the securities held by his spouse. He disclaims beneficial ownership of the securities owned of record by his spouse and this report shall not be deemed to be an admission that he is the beneficial owner of such securities.

On March 2, 2007, Patrick F. Dolan received a compensatory grant from the Issuer of 8,200 restricted shares of Class A Common Stock.

On March 2, 2007, Deborah A. Dolan-Sweeney's spouse received a compensatory grant from the Issuer of 8,200 restricted shares of Class A Common Stock. Deborah A. Dolan-Sweeney may be deemed to have shared voting and dispositive power over the securities held by her spouse. She disclaims beneficial ownership of the securities owned of record by her spouse and this report shall not be deemed to be an admission that she is the beneficial owner of such securities.

On March 12, 2007, James L. Dolan exercised his tax withholding right with respect to the vesting of 365,982 restricted shares of Class A Common Stock. As a result, 156,405 shares, valued at the closing price on March 12, 2007 of $30.12 per share of Class A Common Stock, were withheld for the payment of taxes.

On March 12, 2007, James L. Dolan's spouse exercised her tax withholding right with respect to the vesting of 14,512 restricted shares of Class A Common Stock. As a result, 4,785 shares, valued at the closing price on March 12, 2007 of $30.12 per share of Class A Common Stock, were withheld for the payment of taxes. James L. Dolan may be deemed to have shared voting and dispositive power over the securities held by his spouse. He disclaims beneficial ownership of the securities owned of record by his spouse and this report shall not be deemed to be an admission that he is the beneficial owner of such securities.

On March 12, 2007, Thomas C. Dolan exercised his tax withholding right with respect to the vesting of 87,422 restricted shares of Class A Common Stock. As a result, 36,953 shares, valued at the closing price on March 12, 2007 of $30.12 per share of Class A Common Stock, were withheld for the payment of taxes.

On March 12, 2007, Patrick F. Dolan exercised his tax withholding right with respect to the vesting of 28,334 restricted shares of Class A Common Stock. As a result, 10,179

shares, valued at the closing price on March 12, 2007 of $30.12 per share of Class A Common Stock, were withheld for the payment of taxes.

On March 12, 2007, Deborah A. Dolan-Sweeney's spouse exercised his tax withholding right with respect to the vesting of 24,584 restricted shares of Class A Common Stock. As a result, 9,375 shares, valued at the closing price on March 12, 2007 of $30.12 per share of Class A Common Stock, were withheld for the payment of taxes. Deborah A. Dolan-Sweeney may be deemed to have shared voting and dispositive power over the securities held by her spouse. She disclaims beneficial ownership of the securities owned of record by her spouse and this report shall not be deemed to be an admission that she is the beneficial owner of such securities."

Item 6 Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer

The disclosure in Item 6 is hereby amended by inserting the following after the final paragraph thereof:

"See the discussion in Item 4 regarding the Merger Agreement, the Exchange Agreement, the Voting Agreement and the Guarantee."

Item 7 Material to be Filed as an Exhibit.

The disclosure in Item 7 is hereby amended by restating Exhibit A in its entirety as Exhibit A attached hereto and supplemented by adding the following in appropriate numerical order:

Exhibit B.4: Joint Filing Agreement.

Exhibit 36: Letter from Paul J. Dolan to Class B Stockholders, dated February 6, 2007.

Exhibit 37: Commitment Letter, dated as of May 2, 2007.

Exhibit 38: Agreement and Plan of Merger, dated as of May 2, 2007.

Exhibit 39: Exchange Agreement, dated as of May 2, 2007.

Exhibit 40: Voting Agreement, dated as of May 2, 2007.

Exhibit 41: Guarantee, dated as of May 2, 2007.

Exhibit 42: Letter from Charles F. Dolan to Issuer's Board of Directors, dated as of May 1, 2007.

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Signature.

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

Date: May 2, 2007

CHARLES F. DOLAN

By: *

HELEN A. DOLAN

By: *

JAMES L. DOLAN

By: /s/ James L. Dolan

THOMAS C. DOLAN

By: /s/ Thomas C. Dolan

PATRICK F. DOLAN

By: *

KATHLEEN M. DOLAN, individually and as a Trustee for Dolan Grandchildren Trust, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5 and the CFD Trust No. 6, and as Trustee of the Charles Dolan 1989 Trust, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

By: *

MARIANNE DOLAN WEBER

By: *

DEBORAH A. DOLAN-SWEENEY

By: *

LAWRENCE J. DOLAN, as a Trustee of the Charles F. Dolan 2001 Family Trust

By: *

DAVID M. DOLAN, as a Trustee of the Charles F. Dolan 2001 Family Trust

By: *

PAUL J. DOLAN, as a Trustee of the Dolan Grandchildren Trust, the D.C. Kathleen Trust, the D.C. James Trust, the CFD Trust No. 1 and the CFD Trust No. 6

By: *

MATTHEW J. DOLAN, as a Trustee of the D.C. Marianne Trust, the D.C. Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5

By: *

MARY S. DOLAN, as a Trustee of the D.C. Deborah Trust, the D.C. Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4

By: *

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

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Exhibit A

Each of Kathleen M. Dolan and Paul J. Dolan is currently a trustee (a "Trustee" and together, the "Trustees") for each of the trusts listed below (collectively, the "Family Trusts"), which as of April 27, 2007, beneficially owned in the aggregate, either directly or indirectly through their membership interests in Dolan Family LLC, 7,978,925 shares of Class B Common Stock, par value $.01 per share, of the Issuer (the "Class B Common Stock"). Class B Common Stock is convertible at the option of the holder thereof, share for share, into Class A Common Stock, par value $.01 per share, of the Issuer (the "Class A Common Stock"). Under each trust, if there are more than three Trustees, a majority of the Trustees must act with respect to voting and disposition of the Class B Common Stock, and unanimous consent is not required. If there are only two Trustees, both must consent. As a Trustee of the Family Trusts, each of the Trustees may be deemed to share the power to vote and dispose of all shares held by the Family Trusts and Dolan Family LLC. Under certain rules of the Securities and Exchange Commission, so long as the Trustees retain such powers, they may be deemed to have beneficial ownership thereof for purposes of Schedule 13D reporting. The Trustees expressly disclaim beneficial ownership of such shares and this report shall not be construed as an admission that such persons are the beneficial owners of such securities.

The following table lists the name of each Family Trust and the name of its beneficiary or description of its beneficiary class.

Name of Trust	Beneficiary
Dolan Descendants Trust	All descendants of Charles F. Dolan living at any time and from time to time.
Dolan Progeny Trust	All children of Charles F. Dolan living at any time and from time to time.
Dolan Grandchildren Trust	All children and grandchildren of Charles F. Dolan living at any time and from time to time.
Dolan Spouse Trust	All descendants of Charles F. Dolan living at any time and from time to time and their spouses.

Pursuant to the provisions of the agreements governing the Family Trusts, the economic interest in the shares of the Issuer owned by each Family Trust is held by such trust's beneficiary class. For each Trust, distributions of income and principal can be made in the discretion of the non-beneficiary Trustee (in each case, Paul J. Dolan) to any one or more of the members of such trust's beneficiary class.

Kathleen M. Dolan is a co-Trustee of each of the DC James Trust (with Paul J. Dolan as co-Trustee), the DC Patrick Trust (with Mary S. Dolan as co-Trustee), the DC Thomas Trust (with Matthew J. Dolan as co-Trustee), the DC Kathleen Trust (with Paul J. Dolan as co-Trustee), the DC Marianne Trust (with Matthew J. Dolan as co-Trustee) and the DC Deborah Trust (with Mary S. Dolan as co-Trustee) (together, the "DC Trusts"), which as of April 27, 2007, beneficially owned in the aggregate 11,493,942 shares of Class B Common Stock.

The following table lists each DC Trust's name and the name of its beneficiary (each a "Current Beneficiary") .

Name of Trust	Beneficiary
DC James Trust	James L. Dolan
DC Patrick Trust	Patrick F. Dolan
DC Thomas Trust	Thomas C. Dolan
DC Kathleen Trust	Kathleen M. Dolan
DC Marianne Trust	Marianne Dolan Weber
DC Deborah Trust	Deborah A. Dolan-Sweeney

For each of the DC Trusts other than the DC Kathleen Trust, distributions of income and principal can be made in the discretion of the Trustees to the Current Beneficiary. For the DC Kathleen Trust, distributions of income and principal can be made in the discretion of the non-beneficiary Trustee to the Current Beneficiary. For each of the DC Trusts, the Current Beneficiary has the power during his or her life to appoint all or part of his or her DC Trust to or for the benefit of one or more of his or her descendants.

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

Kathleen M. Dolan is a co-Trustee of each of the CFD Trust No. 1 (with Paul J. Dolan as co-Trustee), CFD Trust No. 2 (with Mary Dolan as co-Trustee), CFD Trust No. 3 (with Matthew Dolan as co-Trustee), CFD Trust No. 4 (with Mary Dolan as co-Trustee), CFD Trust No. 5 (with Matthew J. Dolan as co-Trustee), and CFD Trust No. 6 (with Paul J. Dolan as co-Trustee) (collectively, the "CFD Children's Trusts"). As of April 27, 2007, the CFD Children's Trusts beneficially owned an aggregate of 1,084,918 shares of Class A Common Stock and 10,380,845 shares of Class B Common Stock.

For each of the CFD Children's Trusts, except CFD Trust No. 1, distributions of income and principal can be made in the Trustees' discretion to the child of Charles F. Dolan and Helen A. Dolan who is the current beneficiary of the respective CFD Children's Trust (the "Current CFD Beneficiary"). For CFD Trust No. 1, distributions of income and principal can be made in the non-beneficiary Trustee's discretion to Kathleen M. Dolan who is the current beneficiary of this trust. The Current CFD Beneficiary has a power during his or her life to appoint all or part of the relevant CFD Children's Trust to or for the benefit of one or more of the Current CFD Beneficiary's descendants. Upon the death of the Current CFD Beneficiary, the relevant CFD Children's Trust, if not previously terminated, will pass as appointed by the Current CFD Beneficiary to or for the benefit of one or more of the Current CFD Beneficiary's descendants. Any unappointed portion of such Trust will pass, in further trust, per stirpes to the Current CFD Beneficiary's then living descendants, or if none, per stirpes to the then living descendants of Charles F. Dolan, or if none, among the heirs-at-law of Charles F. Dolan.

The following table lists the CFD Children's Trusts and the name of its beneficiary.

Name of Trust	Beneficiary
CFD Trust No. 1	Kathleen M. Dolan
CFD Trust No. 2	Deborah A. Dolan-Sweeney
CFD Trust No. 3	Marianne Dolan Weber
CFD Trust No. 4	Patrick F. Dolan
CFD Trust No. 5	Thomas C. Dolan
CFD Trust No. 6	James L. Dolan

Paul J. Dolan is the sole Trustee of CFD Trust No. 10. As of April 27, 2007, CFD Trust No. 10 owned 448,770 shares of Class A Common Stock. Paul J. Dolan does not have an economic interest in any such shares, but, as the Trustee of CFD Trust No. 10, does have the power to vote and dispose of such shares. Under certain rules of the Securities and Exchange Commission, so long as he retains such powers, he may be deemed to have beneficial ownership thereof for purposes of Schedule 13D reporting.

Distributions of income and principal of CFD Trust No. 10 can be made in the Trustee's discretion to Marie Atwood, the current beneficiary, who is the sister of Helen A. Dolan. Marie Atwood has a power during her life to appoint all or part of CFD Trust No. 10 to or for the benefit of one or more of her descendants. Upon the death of Marie Atwood, the trust, if not previously terminated, will pass as appointed by Marie Atwood to or for the benefit of one or more of her descendants. Any unappointed portion of the trust will pass, in further trust, per stirpes to Marie Atwood's then living descendants, or if none, among Marie Atwood's heirs-at-law. Marie Atwood's spouse, if he survives her, has a power during his life and upon his death to appoint all or part of any such continuing trust(s) to or for the benefit of one or more of Marie Atwood's descendants.

Kathleen M. Dolan is the sole Trustee of the Charles Dolan 1989 Trust (for the benefit of Charles P. Dolan), the Ryan Dolan 1989 Trust, the Marissa Waller 1989 Trust, and the Tara Dolan 1989 Trust (collectively, the "DC Grandchildren Trusts"). As of April 27, 2007, the DC Grandchildren Trusts beneficially owned an aggregate of 242,508 shares of Class B Common Stock. Until the respective beneficiary attains age 21, the income of the relevant DC Grandchildren Trust may be distributed to or for the benefit of such beneficiary as the Trustee's discretion determines. Any net income not so distributed is to be accumulated and added to the principal of the relevant DC Grandchildren Trust. From and after the respective beneficiary attaining age 21, all of the net income of the relevant DC Grandchildren Trust is to be distributed to such beneficiary. In addition, during the continuance of relevant DC Grandchildren Trust, the Trustee in the Trustee's discretion may distribute the principal of the relevant DC Grandchildren Trust to or for the benefit of the respective beneficiary. Upon the respective beneficiary attaining age 40, the relevant DC Grandchildren Trust for the respective beneficiary terminates and is to be distributed to such beneficiary. If the respective beneficiary dies before attaining age 40, such beneficiary has a testamentary general power of appointment over the relevant DC Grandchildren Trust. In default of the exercise of such power of appointment, the relevant DC Grandchildren Trust will be distributed to the respective beneficiary's then-living issue, per stirpes, or if none, to Charles F. Dolan's then-living grandchildren, in equal shares, or if none, to Charles F. Dolan's then-living issue, per stirpes.

Marissa Waller has attained the age of 21 and has an economic interest in the Issuer's shares held by her respective trust. Beneficiaries of each of the other DC Grandchildren Trusts can be said to have only a contingent economic interest in the securities of the Issuer, because such beneficiaries have not attained the age of 21.

The following table lists the DC Grandchildren Trusts and the name of its beneficiary or description of the beneficiary class with respect to each such trust.

Name of Trust	Beneficiary
Charles Dolan 1989 Trust	Charles P. Dolan and descendants
Ryan Dolan 1989 Trust	Ryan Dolan and descendants
Marissa Waller 1989 Trust	Marissa Waller and descendants
Tara Dolan 1989 Trust	Tara Dolan and descendants

Each of Lawrence J. Dolan and David M. Dolan (each, a "2001 Trustee" and together, the "2001 Trustees") is currently a Trustee of the Charles F. Dolan 2001 Family Trust (the "2001 Trust"). As of April 27, 2007, the 2001 Trust owned 319,086 shares of Class A Common Stock and 7,490,024 shares of Class B Common Stock. The property held in the trust is divided into equal portions, each held in separate sub-trust, such that at all times there is one sub-trust in respect of each then living child of Charles F. Dolan. The beneficiary of each sub-trust is the child for whom the sub-trust was set apart, and the descendants of such child (each, a "Beneficiary" and, together, "the Beneficiaries"). As a 2001 Trustee, Lawrence J. Dolan has the shared power to vote and dispose of all shares held by the 2001 Trust. David M. Dolan, as a 2001 Trustee, shares the power to vote and dispose of all shares held by the 2001 Trust. Under certain rules of the Securities and Exchange Commission, so long as Lawrence J. Dolan and David M. Dolan retain such powers, each may be deemed to have beneficial ownership thereof for purposes of Schedule 13D reporting.

During the lives of Charles F. Dolan and Helen A. Dolan, distributions of income and principal of any sub-trust can be made in the discretion of Lawrence J. Dolan and David M. Dolan, as Trustees, to any of the Beneficiaries of such sub-trust. Upon the death of the survivor of Charles F. Dolan and Helen A. Dolan, the Trustee shall distribute any remaining trust principal to the child for whom such sub-trust was set apart or if such child is not then living, to such child's then living descendants, per stirpes. If there are no such living descendants, then the Trustee shall distribute any remaining trust principal to the Dolan Family Foundation or any successor thereto or, if it is not then in existence, then to a charitable organization.

Each Beneficiary has a right of withdrawal with respect to certain contributions made to his or her respective sub-trust that constitute a gift within the meaning of Chapter 12 of the Internal Revenue Code, and that do not exceed the gift tax exclusion found in Section 2503(b) of the Code. If the right of withdrawal is not exercised, such right lapses with respect to all or a certain portion of such gift (i) 30 days following Charles F. Dolan's death, (ii) on the last day of the calendar year in which such gift is made (or 60 days following the gift, if later), and (iii) on the first day of the subsequent calendar year. A donor may deny any Beneficiary the right of withdrawal with respect to a gift. To the extent of this right of withdrawal, the Beneficiaries may be said to have a direct economic interest in trust assets, including, if applicable, securities of the Issuer which may be contributed as a gift to the 2001 Trust. Currently, no portion of trust assets may be withdrawn by any Beneficiary pursuant to the right of withdrawal.

Except to the extent of the right of withdrawal, Beneficiaries of the 2001 Trust have only a contingent economic interest in the securities of the Issuer held by the 2001 Trust because Lawrence J. Dolan and David M. Dolan, as Trustees thereof have the sole discretion to distribute or accumulate the income and the sole discretion to distribute the principal of the 2001 Trust to the Beneficiaries.

<DOCUMENT>
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<DESCRIPTION>   EX-99.B.4: JOINT FILING AGREEMENT
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Exhibit B.4

JOINT FILING AGREEMENT

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

Date: May 2, 2007

CHARLES F. DOLAN

By: *

HELEN A. DOLAN

By: *

JAMES L. DOLAN

By: /s/ James L. Dolan

THOMAS C. DOLAN

By: /s/ Thomas C. Dolan

PATRICK F. DOLAN

By: *

KATHLEEN M. DOLAN, individually and as a Trustee for Dolan Grandchildren Trust, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5 and the CFD Trust No. 6, and as Trustee of the Charles Dolan 1989 Trust, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

By: *

MARIANNE DOLAN WEBER

By: *

DEBORAH A. DOLAN-SWEENEY

By: *

LAWRENCE J. DOLAN, as a Trustee of the Charles F. Dolan 2001 Family Trust

By: *

DAVID M. DOLAN, as a Trustee of the Charles F. Dolan 2001 Family Trust

By: *

PAUL J. DOLAN, as a Trustee of the Dolan Grandchildren Trust the D.C. Kathleen Trust, the D.C. James Trust, the CFD Trust No. 1 and the CFD Trust No. 6

By: *

MATTHEW J. DOLAN, as a Trustee of the D.C. Marianne Trust, the D.C. Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5

By: *

MARY S. DOLAN, as a Trustee of the D.C. Deborah Trust, the D.C. Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4

By: *

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

<DOCUMENT>
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<FILENAME>   y34237exv99w36.htm
<DESCRIPTION>   EX-99.36: LETTER TO CLASS B STOCKHOLDERS
<TEXT>

Exhibit 36

PAUL J. DOLAN
7585 TWIN LAKES TRAIL
CHAGRIN FALLS, OH 44022

February 6, 2007

Class B Stockholders
c/o Mr. William A. Frewin, Jr.
Dolan Family Office
340 Crossways Park Drive
Woodbury, NY 11797

Dear Fellow Class B Stockholders:

This letter shall serve as written notice, in accordance with Section 8.1 of the Class B Stockholders Agreement, dated as of March 19, 2004 (the "Stockholders Agreement"), that the CFD Trust No. 10 has elected to opt out of the Stockholders Agreement. The Trust has requested that Cablevision System Corporation convert all shares of Cablevision NY Group Class B common stock held by the Trust into shares of Cablevision NY Group Class A common stock (the "Conversion"). The Trust's withdrawal from the Stockholders Agreement will be effective upon the consummation of the Conversion.

Sincerely,

CFD TRUST NO. 10

By: /s/ Paul J. Dolan
Name: Paul J. Dolan
Title: Trustee

<DOCUMENT>
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<FILENAME>y34237exv99w37.htm
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MERRILL LYNCH CAPITAL CORPORATION
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
4 World Financial Center
North Tower
New York, NY 10080

BEAR, STEARNS & CO. INC.
BEAR STEARNS CORPORATE LENDING INC.
383 Madison Avenue
New York, New York 10197

BANK OF AMERICA, N.A.
BANC OF AMERICA BRIDGE LLC
BANC OF AMERICA SECURITIES LLC
9 West 57th Street
New York, NY 10019

HIGHLY CONFIDENTIAL

May 2, 2007

Central Park Merger Sub, Inc.

c/o Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Attention: Brian G. Sweeney

Project Central Park
Commitment Letter

Ladies and Gentlemen:

You, Central Park Merger Sub, Inc., a Delaware corporation ("you" or "Merger Co."), a wholly-owned subsidiary of Central Park Holding Company LLC, a Delaware limited liability company ("Family LLC") formed at the direction of the Controlling Shareholders (as defined in Exhibit A hereto), have advised Merrill Lynch Capital Corporation ("Merrill Lynch"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), Bear Stearns Corporate Lending Inc. ("BSCL"), Bear, Stearns & Co. Inc. ("BSC"), Bank of America, N.A. ("Bank of America"), Banc of America Bridge LLC ("Banc of America Bridge") and Banc of America Securities LLC ("BAS") that you intend to acquire, through a going private recapitalization transaction, Cablevision Systems Corporation, a Delaware corporation ("Central Park or the "Company"), by consummating the Specified Transactions described in Exhibit A hereto. The sources and uses of the funds necessary to consummate the Specified Transactions and the other transactions contemplated hereby are set forth on Schedule I to this Commitment Letter. For purposes of this Commitment Letter, Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS are collectively referred to as the "Banks", "we" or "us" and individually as a "Bank". This Commitment Letter supersedes in its entirety the Commitment Letter dated as of January 11, 2007 between Merrill Lynch, MLPF&S, BSCL, BSC and Central Park.

In addition, you have advised Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS that, in connection with the consummation of the Specified Transactions:

(a) Super Holdco (as defined in Exhibit A hereto) will raise gross cash proceeds of not less than $4.425 billion from either (A) the issuance of a to-be-determined combination of unsecured senior fixed and floating rate and PIK toggle notes (the "Super Holdco Senior Notes") due not earlier than ten years from the date of issuance and having no scheduled principal payments prior to maturity (the "Super Holdco Senior Note Offering") or (B) the draw down under each of an unsecured senior interim loan (the "Super Holdco Senior Interim Loan") and an unsecured senior PIK interim loan (the "Super Holdco Senior PIK Interim Loan" and, together with the Super Holdco Senior Interim Loan, the "Super Holdco Interim Loan") that would be anticipated to be refinanced with debt securities substantially similar to the Super Holdco Senior Notes (the "Super Holdco Take-out Securities");

(b) CSC (as defined in Exhibit A hereto) will enter into senior secured credit facilities in the aggregate amount of $7.25 billion (the "CSC Senior Credit Facilities"), consisting of (i) a $1.0 billion term A loan facility (the "Term Loan A Facility"), (ii) a $4.75 billion term B loan facility (the "Term Loan B Facility"), (iii) a $500 million delayed draw term loan facility (the "Delayed Draw Term Loan Facility" and, together with the Term Loan A Facility and the Term Loan B Facility, the "Term Loan Facilities") and (iv) a $1.0 billion revolving loan facility (the "CSC Revolving Credit Facility");

(c) Intermediate Holdco (as defined in Exhibit A hereto) will raise gross cash proceeds of not less than $800.0 million from either (A) the issuance of a to-be-determined combination of unsecured senior fixed and floating rate notes (the "Intermediate Holdco Senior Notes") due not earlier than eight years from the date of issuance and having no scheduled principal payments prior to maturity (the "Intermediate Holdco Senior Note Offering") or (B) the draw down under an unsecured senior interim loan (the "Intermediate Holdco Interim Loan") that would be anticipated to be refinanced with debt securities substantially similar to the Intermediate Holdco Senior Notes (the "Intermediate Holdco Take-out Securities");

(d) RPH (as defined in Exhibit A hereto) will raise gross cash proceeds of not less than $1.0 billion from either (A) the issuance of a to-be-determined combination of unsecured senior fixed and floating rate notes (the "RPH Senior Notes", and together with the Super Holdco Senior Notes and the Intermediate Holdco Senior Notes, the "Senior Notes") due not earlier than ten years from the date of issuance and having no scheduled principal payments prior to maturity (the "RPH Senior Note Offering", and together with the Super Holdco Senior Note Offering and the Intermediate Holdco Senior Note Offering, the "Senior Notes Offerings") or (B) the draw down under an unsecured senior interim loan (the "RPH Interim Loan", and together with the Super Holdco Interim Loan and the Intermediate Holdco Interim Loan, the "Interim Loans") that would be anticipated to be refinanced with debt securities substantially similar to the RPH Senior Notes (the "RPH Take-out Securities");

(e) RNS (as defined in Exhibit A hereto) will enter into senior secured credit facilities in the aggregate amount of $1.030 billion (the "RNS Senior Credit Facilities"), consisting of (i) an $730.0 million term B loan facility (the "RNS

Term Loan B Facility") and (ii) a $300.0 million revolving loan facility (the "RNS Revolving Credit Facility"); and

(f) RPP (as defined in Exhibit A hereto) will enter into senior secured credit facilities in the aggregate amount of a $950.0 million (the "RPP Senior Credit Facilities", and together with the CSC Senior Credit Facilities and the RNS Senior Credit Facilities, the "Senior Facilities"), consisting of (i) a $900.0 million term B loan facility (the "RPP Term Loan B Facility") and (ii) a $50.0 million revolving loan facility (the "RPP Revolving Credit Facility").

The Super Holdco Interim Loan, the CSC Senior Credit Facilities, the Intermediate Holdco Interim Loan, the RPH Interim Loan, the RNS Senior Credit Facilities and the RPP Senior Credit Facilities are collectively referred to herein as the "Facilities".

The proceeds of the CSC Senior Credit Facilities, the Super Holdco Senior Notes (or the Super Holdco Interim Loan), the Intermediate Holdco Senior Notes (or the Intermediate Holdco Interim Loan), the RPH Senior Notes (or the RPH Interim Loan), the RNS Senior Credit Facilities and the RPP Senior Credit Facilities will be applied (i) to effect the Specified Transactions and (ii) to pay fees and expenses in connection therewith.

The Specified Transactions, the Super Holdco Senior Note Offerings (if any are consummated), the Intermediate Holdco Senior Note Offerings (if any are consummated), the RPH Senior Note Offerings (if any are consummated), the entering into and funding under the Facilities by the parties herein described, the other transactions contemplated hereby entered into and consummated in connection with the Specified Transactions and the payment of any related fees and expenses are herein collectively referred to as the "Transactions".

You have requested that Merrill Lynch, BSCL, Bank of America and Banc of America Bridge consider the package of financings described above and commit to provide the Facilities to finance in part the Specified Transactions and to pay certain related fees and expenses.

Accordingly, subject to the terms and conditions set forth below, Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS hereby agree with you as follows:

1. Commitments.

(a) (i) Merrill Lynch hereby severally commits to provide to CSC 33 1/3% of the aggregate principal amount of the CSC Senior Credit Facilities, (ii) BSCL hereby severally commits to provide to CSC 33 1/3% of the aggregate principal amount of the CSC Senior Credit Facilities and (iii) Bank of America hereby severally commits to provide to CSC 33 1/3% of the aggregate principal amount of the CSC Senior Credit Facilities, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter dated as of the date hereof (the "Fee Letter"), addressed to Merger Co by Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS and accepted by Merger Co, and in the CSC Senior Credit Facilities Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit B (the "CSC Senior Credit Facilities Term Sheet").

(b) (i) (A) Merrill Lynch hereby severally commits to provide to Super Holdco an amount equal to 33 1/3% of the aggregate principal amount of the Super Holdco Senior Interim Loan, (B) BSCL hereby severally commits to provide to Super Holdco an amount equal to 33 1/3% of the aggregate principal

amount of the Super Holdco Senior Interim Loan, and (C) Banc of America Bridge hereby severally commits to provide to Super Holdco an amount equal to 33 1/3% of the aggregate principal amount of the Super Holdco Senior Interim Loan, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter and in the Super Holdco Senior Interim Loan Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit C (the "Super Holdco Senior Interim Loan Term Sheet") and (ii) (A) Merrill Lynch hereby severally commits to provide to Super Holdco an amount equal to 33 1/3% of the aggregate principal amount of the Super Holdco Senior PIK Interim Loan, (B) BSCL hereby severally commits to provide to Super Holdco an amount equal to 33 1/3% of the aggregate principal amount of the Super Holdco Senior PIK Interim Loan and (C) Banc of America Bridge hereby severally commits to provide to Super Holdco an amount equal to 33 1/3% of the aggregate principal amount of the Super Holdco Senior PIK Interim Loan, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter and in the Super Holdco Senior PIK Interim Loan Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit H (the "Super Holdco Senior PIK Interim Loan Term Sheet").

(c) (i) Merrill Lynch hereby severally commits to provide to Intermediate Holdco an amount equal to 33 1/3% of the Intermediate Holdco Interim Loan, (ii) BSCL hereby severally commits to provide to Intermediate Holdco an amount equal to 33 1/3% of the aggregate principal amount of the Intermediate Holdco Interim Loan and (iii) Banc of America Bridge hereby severally commits to provide to Intermediate Holdco an amount equal to 33 1/3% of the Intermediate Holdco Interim Loan, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter and in the Intermediate Holdco Interim Loan Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit D (the "Intermediate Holdco Interim Loan Term Sheet").

(d) (i) Merrill Lynch hereby severally commits to provide to RPH 33 1/3% of the aggregate principal amount of the RPH Interim Loan, (ii) BSCL hereby severally commits to provide to RPH 33 1/3% of the aggregate principal amount of the RPH Interim Loan and (iii) Banc of America Bridge hereby severally commits to provide to RPH 33 1/3% of the aggregate principal amount of the RPH Interim Loan, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter and in the RPH Interim Loan Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit E (the "RPH Interim Loan Term Sheet", and together with the Super Holdco Interim Loan Term Sheet and the Intermediate Holdco Interim Loan Term Sheet, the "Interim Loan Term Sheets").

(e) (i) Merrill Lynch hereby severally commits to provide to RNS 33 1/3% of the aggregate principal amount of the RNS Senior Credit Facilities, (ii) BSCL hereby severally commits to provide to RNS 33 1/3% of the aggregate principal amount of the RNS Senior Credit Facilities and (iii) Bank of America hereby severally commits to provide to RNS 33 1/3% of the aggregate principal amount of the RNS Senior Credit Facilities, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter and in the RNS Senior Credit Facilities Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit F (the "RNS Senior Credit Facilities Term Sheet").

(f) (i) Merrill Lynch hereby severally commits to provide to RPP 33 1/3% of the aggregate principal amount of the RPP Senior Credit Facilities, (ii) BSCL hereby severally commits to provide to RPP 33 1/3% of the aggregate principal amount of the RPP Senior Credit Facilities and (iii) Bank of America hereby severally commits to provide to RPP 33 1/3% of the aggregate principal amount of the RPP Senior Credit Facilities, in each case upon the terms and subject to the conditions set forth or referred to herein, in the Fee Letter and in the RPP Senior Credit Facilities Summary of Terms and Conditions attached hereto (and incorporated by reference herein) as Exhibit G (the "RPP Senior Credit Facilities Term Sheet").

The CSC Senior Credit Facilities Term Sheet, the Super Holdco Senior Interim Loan Term Sheet, the Super Holdco Senior PIK Interim Loan Term Sheet, the Intermediate Holdco Interim Loan Term Sheet, the RPH Interim Loan Term Sheet, the RNS Senior Credit Facilities Term Sheet and the RPP Senior Credit Facilities Term Sheet are collectively referred to as the "Term Sheets" and each as a "Term Sheet".

The commitments of each of Merrill Lynch, BSCL, Bank of America and Banc of America Bridge hereunder are subject to the negotiation, execution and delivery of definitive documentation governing each of the Facilities consistent with the terms and conditions set forth herein and in the Term Sheets and otherwise reasonably satisfactory to you and us (collectively, the "Loan Documents"). All the material terms and conditions of such commitments are limited to those set forth herein or in the Term Sheets. Matters that are not covered or made clear herein or in the Term Sheets or the Fee Letter are subject to the mutual agreement of the parties.

2. Syndication. We reserve the right and intend, prior to or after the execution of the Loan Documents, to syndicate all or a portion of our commitments related to each Facility to the Primary Target Lenders (as defined in the Fee Letter) and one or more other financial institutions in consultation with you (together with Merrill Lynch, BSCL, Bank of America and Banc of America Bridge, the "Lenders"), and you agree to provide the Lead Arrangers (as defined below) with a period of at least 30 consecutive days following the launch of the general syndication of the Facilities and immediately prior to the Closing Date to syndicate the Facilities; provided, however, that any such syndication of the Commitments related to any Interim Loan prior to the execution of the Loan Documents for such Interim Loan shall not result in Merrill Lynch, BSCL, Banc of America Bridge and any other entity with a bookrunning manager role in respect of such Interim Loan (or such entity's affiliate that is a Lender thereunder) (such entity referred to as "Other Interim Loan Bookrunner") holding in the aggregate less than 51% of the aggregate amount of such Interim Loan made on the Closing Date. Notwithstanding anything to the contrary contained herein, any assignments of any Interim Loan by any Lender thereunder (including Merrill Lynch, BSCL, Banc of America Bridge and any Other Interim Loan Bookrunner) on or following the Closing Date shall be governed by the provisions in the section entitled "Assignments and Participations" set forth in the applicable Interim Loan Term Sheet. Upon any such additional Lender (including a Primary Target Lender) issuing its commitment to provide a portion of any of the Facilities, Merrill Lynch, BSCL, Bank of America and Banc of America Bridge, in each case shall be released on a pro rata basis from a portion of their commitment in respect of such Facility in an aggregate amount equal to the commitment of such Lender; provided that, prior to the date of the initial funding under the Facilities, (a) Merrill Lynch, BSCL, Bank of America, Banc of America Bridge and the Primary Target Lenders shall retain collectively at least 61% of the aggregate commitments in respect of each Facility and (b) the commitments of each of Merrill Lynch, BSCL, Bank of America, Banc of America Bridge and the Primary Target Lenders hereunder shall be reduced if and only to the extent that (i) such commitments are received from other lending institutions consented to by you (such consent not to be unreasonably withheld, delayed or conditioned) and (ii) such commitments are in fact funded by such other lending institutions on the Closing Date.

It is understood and agreed that:

(a) MLPF&S (or one of its affiliates), BSC (or one of its affiliates) and BAS (or one of its affiliates) shall act as joint lead arrangers and bookrunning managers for the Senior Facilities (in such capacity, the "Senior Lead Arrangers"),

(b) MLPF&S (or one of its affiliates), BSC (or one of its affiliates) and BAS (or one of its affiliates) shall act as joint lead arrangers and bookrunning managers for the Interim Loans (in such capacity, the "Bridge Lead Arrangers" and, together with the Senior Lead Arrangers, the "Lead Arrangers"),

(c) as to any particular Facility, one or more of MLPF&S (or one of its affiliates), BSC (or one of its affiliates) or BAS (or one of its affiliates) shall act as syndication agent and documentation agent for such Facility, and

(d) as to any particular Facility, one of Merrill Lynch, BSC, Bank of America and/or Banc of America Bridge (or, in each case, one of their respective affiliates) shall act as sole and exclusive administrative agent for such Facility (in such capacity, the "Administrative Agents").

Subject to the immediately succeeding paragraph, (a) any agent or arranger titles (including co-agents) awarded to other Lenders for any Facility are subject to the Lead Arrangers' prior approval and shall not entail any role with respect to the matters referred to in this paragraph or in paragraph 1 above without the Lead Arrangers' prior consent, and (b) you agree that no Lender will receive compensation outside the terms contained herein and in the Fee Letter in order to obtain its commitment to participate in any of the Facilities or in any other respect in connection with the financing of the Specified Transactions.

It is understood and agreed that, subject to the immediately succeeding paragraph, you may appoint additional arranger titles other than lead arrangers (including co-agents) to other lenders, underwriters, initial purchasers or placement agents in connection with a Facility, provided that (a) no more than three additional bookrunner or equivalent titles or roles, with total economics of no greater than 30%, may be awarded in connection with any one Facility, (b) no more than two additional co-manager or equivalent titles or roles, with total economics of no greater than 10%, may be awarded in connection with any one Facility, (c) each of (i) Merrill Lynch, MLPF&S or their respective affiliates, taken as a whole, (ii) BSC, BSCL or their respective affiliates, taken as a whole, and (iii) Bank of America, Banc of America Bridge, BAS or their respective affiliates, taken as a whole, shall be offered equal and no less than 20% of the total economics in connection with each such Facility and (d) no additional arranger, agent, manager, underwriter, initial purchaser, placement agent or bookrunner shall be offered economics greater than Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge or BAS in connection with any Facility.

It is further understood and agreed that with respect to any marketing, legal or informational material in connection with the Facilities, (a) each of, and only each of, MLPF&S, BSC and BAS, shall receive "top-line" placement, (b) one of MLPF&S's name, BSC's name or BAS' name shall receive "top-left" placement for a particular Facility and (c) MLPF&S, BSC and BAS shall be the only joint Lead Arrangers with respect to any Facility.

The Lead Arrangers (or their respective affiliates) will manage all aspects of the syndication of each Facility (in consultation with you), including decisions as to the selection of potential Lenders to be approached and when they will be approached, when their commitments will be accepted, which Lenders will participate and the final allocations of the commitments among the Lenders (which are likely not to be pro rata across facilities among Lenders) for each Facility, and will perform all functions and exercise all authority as is customarily performed and exercised in the capacities of lead arranger, book running manager and syndication agent and documentation agent, including selecting counsel for the Lenders and negotiating the Loan Documents. You understand that we intend to commence the separate syndication of each of the Facilities promptly, and you agree actively to assist us, and to use your commercially reasonable efforts to cause Central Park and its subsidiaries to actively assist us, in achieving a timely syndication that is reasonably satisfactory to you and us. The syndication efforts will be accomplished by a variety of means, including direct contact during the syndication between your senior management, advisors and affiliates (and your using of commercially reasonable efforts to cause direct contact during syndication between senior management, advisors and affiliates of Central Park and its restricted subsidiaries) on the one hand, and the proposed Lenders on the other hand,

and your (and your using of commercially reasonable efforts to cause Central Park's and its restricted subsidiaries and affiliates') hosting, with us, one or more meetings with prospective Lenders at such times and places as the Lead Arrangers may reasonably request. You agree, upon our request, to (a) provide, and use commercially reasonable efforts to cause Central Park and its subsidiaries and your and their affiliates and advisors to provide, to us all information available to you or them and reasonably requested by us to successfully complete the syndication, including the information and projections (including updated projections) contemplated hereby, and (b) assist, and use commercially reasonable efforts to cause Central Park and its subsidiaries and your and their affiliates and advisors to assist, us in the preparation of one or more Confidential Information Memoranda and other marketing materials (the contents of which you shall be solely responsible for and which may include separate "public" and "private" memoranda in customary form as further described below) to be used in connection with the syndication, including using commercially reasonable efforts to make available representatives of Central Park and its restricted subsidiaries, RNS and its restricted subsidiaries and RPP and its restricted subsidiaries for due diligence and road shows. You also agree to use your commercially reasonable efforts to ensure, and to use your commercially reasonable efforts to cause Central Park to use its commercially reasonable efforts to ensure, that our syndication efforts benefit materially from your and Central Park's (and your and its affiliates') existing lending relationships. Each Lead Arranger reserves the right to engage the services of its respective affiliates in furnishing the services to be performed as contemplated herein and to allocate (in whole or in part) to any such affiliates any fees payable to it in such manner as it and its affiliates may agree in their sole discretion.

It is also agreed that, after the date hereof and prior to and during the syndication of the Facilities, none of Central Park or any of its subsidiaries, nor Topco, Super Holdco or Merger Co, shall have syndicated or issued, attempted to syndicate or issue, announced or authorized the announcement of, or engaged in discussions concerning the syndication or issuance of any preferred equity security (including convertibles), debt facility or debt security of any of them, including renewals thereof, other than the following (collectively, the "Permitted Financings"): (a) the Facilities; (b) the Senior Notes; and (c) a refinancing of the Refinanced Notes occurring prior to the Closing Date (provided that the Lead Arrangers shall have been offered a bona fide right of first refusal to provide any such financing; and provided further that, to the extent that the Lead Arrangers do not provide such financing, Merger Co and its affiliates shall coordinate, and shall use their reasonable commercial efforts to cause the lenders providing such financing to coordinate, with the Lead Arrangers in connection with any syndication or marketing in respect of such financing).

3. Fees. As consideration for our commitments hereunder and our undertakings to arrange, manage, structure and syndicate the Facilities, you agree to pay or cause to be paid to us the fees set forth in the Fee Letter as and when payable thereunder.

4. Conditions. Our commitments and undertakings hereunder are subject to the conditions set forth in the last paragraph of Section 1 and in Section 3 herein, in the Term Sheets and in Exhibit I attached hereto.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the definitive documentation or any other letter agreement or other undertaking concerning the financing of the Transactions contemplated hereby to the contrary, (a) the only representation and warranties the making of which shall be a condition to the availability of the Facilities on the Closing Date shall be (i) such of the representations made by or on behalf of Central Park and its subsidiaries in the Merger Agreement (as defined in Exhibit A) as are material to the interests of the Lenders thereunder, but only to the extent that you have the right to terminate your obligations under the Merger Agreement as a result of a breach of such representations in the Merger Agreement (determined without regard to whether any notice is required to be delivered by you or any other party to the Merger Agreement) and (ii) the Specified

Representations (as defined below) and (b) the terms of the definitive documentation shall be in a form such that they do not impair the availability of the Facilities on the Closing Date if the conditions set forth in the last paragraph of Section 1 and in Section 3 herein, in the Term Sheets and in Exhibit I are satisfied. For purposes hereof, "Specified Representations" means those representations and warranties described in the Term Sheets relating to (a) corporate status, power and authority, due authorization, execution and delivery and the enforceability of the definitive documentation (subject to customary qualifications and exceptions), in each case as they relate to the entering into and performance of the definitive documentation, Federal Reserve margin regulations, the Investment Company Act, status of the Senior Facilities as "senior debt" as defined in and under the existing indentures to which CSC is a party and consolidated solvency, and (b) no violation, ownership of properties, no material adverse litigation or change, accuracy of information and disclosure, governmental approvals, compliance with laws and inapplicability of takeover statutes or rights agreements, in each case with respect to this clause (b), to the extent that the failure of any such representation or warranty to be true and correct as so made, individually or in the aggregate with all other such failures, has had or would reasonably be expected to have a Material Adverse Effect (as defined in the Merger Agreement referred to in Exhibit A).

5. Information and Investigations. You hereby represent and covenant that (a) all written information and data (excluding financial projections, forecasts and other forward-looking information) that have been or will be made available by you, or on your behalf by any of your affiliates, representatives or advisors, to us or any Lender (whether before or after the date hereof) in connection with the Transactions (the "Information"), taken as a whole, is and will be complete and correct in all material respects and does not and will not, taken as a whole, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made and (b) all financial projections, forecasts and other forward-looking information concerning Central Park and its subsidiaries and the Transactions (the "Projections") that have been made or will be prepared by you or on behalf of you by any of your affiliates, representatives or advisors and that have been or will be made available to us or any Lender in connection with the Transactions have been and will be prepared in good faith based upon assumptions believed by you to be reasonable (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that the Projections will be realized). You agree to supplement the Information and the Projections from time to time until the consummation of the Merger and the initial funding under any of the Facilities (the "Closing Date") and, if reasonably requested by us, for a reasonable period thereafter necessary to complete the syndication of the Facilities so that the representation and covenant in the preceding sentence remain correct. In syndicating the Facilities we will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent check or verification thereof.

You hereby acknowledge that (a) Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and/or BAS will make available Information and Projections (collectively, "Borrower Materials") to the proposed syndicate of Lenders by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the proposed Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowers (as defined in the Term Sheets) or their respective securities) (each, a "Public Lender"). You hereby agree that (w) you will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and include a reasonably detailed term sheet among such Borrower Materials and that all such Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC", you shall be deemed to have authorized Merrill Lynch, MLPF&S, BSC, BSCL , Bank of America, Banc of America Bridge, BAS and the

proposed Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrowers or their respective securities for purposes of United States federal and state securities laws, it being understood that certain of such Borrower Materials may be subject to the confidentiality requirements of the definitive credit documentation; and (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Lender". Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS shall be entitled, and hereby agree, to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Lender". The provisions of this paragraph are subject to, and do not qualify, our obligations under paragraph 8 below with respect to information. Except for our own gross negligence or willful misconduct, we shall not be liable for or in connection with the transmission of any materials by electronic means.

6. Indemnification. You agree to indemnify and hold harmless Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge, BAS and each other Lender and their respective officers, directors, employees, affiliates, agents and controlling persons (each of Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge, BAS, each other Lender and each such other person being an "Indemnified Party") from and against any and all losses, claims, damages, costs, expenses and liabilities, joint or several, to which any Indemnified Party may become subject under any applicable law, or otherwise related to or arising out of or in connection with this Commitment Letter, the Fee Letter, the Term Sheets, the Facilities, the advances and/or purchases under the Facilities, the use of proceeds of any such advances and/or purchases, any part of the Transactions or any related transaction and the performance by any Indemnified Party of the services contemplated hereby and will promptly reimburse each Indemnified Party for any and all expenses (including counsel fees and expenses) incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by or on behalf of you or any of your subsidiaries, affiliates, security holders or equity holders and whether or not any of the Transactions are consummated or this Commitment Letter is terminated, except to the extent that such loss, claim, damage, cost, expense or liability is finally determined by a court of competent jurisdiction to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnified Party or any Related Person (defined below) of such Indemnified Party. You further agree not to assert any claim against any Indemnified Party for consequential, punitive or exemplary damages on any theory of liability in connection in any way with the transactions described in or contemplated by this Commitment Letter. For purposes hereof, a "Related Person" of an Indemnified Party means (a) any of Merrill Lynch or MLPF&S or any of their respective affiliates, or any of the officers, directors, employees, agents or controlling persons thereof if the Indemnified Party is Merrill Lynch or MLPF&S or any of their affiliates, or any of their respective officers, directors, employees, agents or controlling persons, (b) BSC or BSCL or any of their respective affiliates, or the officers, directors, employees, agents or controlling persons thereof if the Indemnified Party is BSC or BSCL or any of their respective affiliates, or any of their respective officers, directors, employees, agents or controlling persons and (c) Bank of America, Banc of America Bridge or BAS or any of their respective affiliates, or the officers, directors, employees, agents or controlling persons thereof if the Indemnified Party is Bank of America, Banc of America Bridge or BAS or any of their respective affiliates, or any of their respective officers, directors, employees, agents or controlling persons.

You agree that, without the prior written consent of Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS (which consent shall not be unreasonably withheld or delayed), neither you nor any of your affiliates or subsidiaries will settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification has been or could be sought under the indemnification provisions hereof (whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding),

unless such settlement, compromise or consent (a) includes an unconditional written release in form and substance reasonably satisfactory to Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS of each Indemnified Party from all liability arising out of such claim, action or proceeding and (b) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party.

In the event that an Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against you or any of your subsidiaries or affiliates in which such Indemnified Party is not named as a defendant, you agree to reimburse such Indemnified Party for all reasonable expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the fees and expenses of its legal counsel.

7. Expenses. You agree to reimburse us and our respective affiliates for our and their reasonable expenses upon our request made from time to time (including, without limitation, all reasonable due diligence investigation expenses, syndication expenses (including printing, distribution, bank meetings, IntraLinks and comparable services), travel expenses, duplication fees and expenses, audit fees, search fees, filing and recording fees and the reasonable fees, disbursements and other charges of Shearman & Sterling LLP (other than fees and expenses related to any Senior Notes Offering and any other offering of debt securities) (including any local counsel (if necessary) acting on our behalf) and any sales, use or similar taxes (and any additions to such taxes) related to any of the foregoing) incurred in connection with the negotiation, preparation, execution and delivery, waiver or modification, collection and enforcement of this Commitment Letter, the Term Sheets, the Fee Letter and the Loan Documents and the security arrangements in connection therewith, whether or not such fees and expenses are incurred before or after the date hereof, (i) in the event that the Merger and initial funding under any of the Facilities is consummated, (ii) to the extent that you or any of your affiliates are reimbursed by a third party for such costs and expenses, or (iii) in the event that Central Park receives and accepts an acquisition or recapitalization offer that is higher than the offer submitted in connection with this financing commitment on or prior to April 30, 2008, subject in the case of this clause (iii), to (x) a cap equal to $1,500,000 for expenses incurred prior to the date hereof, and (y) an overall cap equal to $5,000,000.

8. Confidentiality. This Commitment Letter, the Term Sheets, the Fee Letter, the Engagement Letter, the contents of any of the foregoing and our and/or our respective affiliates' activities pursuant hereto or thereto are confidential and shall not be disclosed by or on behalf of you or any of your affiliates to any person without our prior written consent, except that you may disclose this Commitment Letter, the Term Sheets and Annexes I and II to the Fee Letter (the "Annexes") or the contents thereof or any such activities pursuant thereto and/or our affiliates' activities pursuant hereto and thereto (a) to you and your affiliates, officers, directors, employees and advisors, and to Central Park and its affiliates, officers, directors, employees and advisors, but in each case only in connection with the Transactions and on a confidential need-to-know basis, (b) to the extent required by applicable law or compulsory legal process (based on the advice of legal counsel); provided, however, that in the event of any such compulsory legal process, you agree, to the extent practicable, to give us prompt notice thereof and to cooperate with us in securing a protective order in the event of compulsory disclosure; and provided, further that, to the extent practicable, any disclosure made pursuant to public filings by you and Central Park, and any of your or its subsidiaries, shall be subject to our prior review (it being understood and agreed that in no event shall the Fee Letter (other than the Annexes) or any part thereof or the contents thereof be disclosed pursuant to such public filings without our prior written consent) and (c) to any actual or prospective Lender or any actual or prospective lender or investor in connection with the financing of the Transactions, any of their respective affiliates, and any of their respective partners, officers, directors, employees, agents, accountants, attorneys or other advisors of any of the foregoing, but only in connection with the Transactions and on a confidential need-to-know basis.

You agree that you will permit us to review and approve any reference to Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge, BAS or any of our respective affiliates in connection with the Facilities, the Transactions or any of the transactions contemplated hereby contained in any press release or similar public disclosure prior to public release. You agree that Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS and our respective affiliates may share among us and/or with any of our respective affiliates, officers and advisors any information relating to or concerning the Transactions, you and your subsidiaries and affiliates, or any of the matters contemplated hereby, on a confidential basis. Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS each agree to treat, and cause any of its respective affiliates and officers to treat, all non-public information provided to it by you or on your behalf as confidential information, except that such information may be disclosed (a) to its and its affiliates' partners, directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and agree to keep such information confidential), (b) to the extent requested or required by any state, Federal or foreign authority or examiner regulating such Bank, (c) to the extent required by applicable law, rule or regulation or by any subpoena or similar legal process, (d) in connection with any litigation or legal proceeding relating to this Commitment Letter, the Fee Letter, the Engagement Letter or any other documentation in connection therewith or the enforcement of rights hereunder or thereunder or to which such Bank or any of its affiliates may be a party, (e) to any prospective Lender (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and agree to keep such information confidential), (f) to any rating agency when required by it, (g) to the extent such information becomes publicly available other than as a result of a breach of this paragraph or (h) to the extent applicable, for purposes of establishing a "due diligence" defense. Your and our obligations under this paragraph shall remain effective whether or not any Loan Documents are entered into or the Transactions are consummated or any extensions of credit are made under the Facilities or this Commitment Letter is terminated or expires.

You should be aware that Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS and/or our respective affiliates may be providing financing or other services to parties whose interests may conflict with yours. Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS each agree that it will not furnish confidential information obtained from you to any of our other customers. By the same token, Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS will not make available to you confidential information that we have obtained or may obtain from any other customer.

Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS each hereby notify you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "Patriot Act"), each of us and each of the other Lenders is required to obtain, verify and record information that identifies you, Central Park, each of the Central Park Entities and each Loan Party (as defined in the Term Sheets), which information includes names and addresses and other information that will allow each of us or such other Lender, as applicable, to identify you, Central Park, each of the Central Park Entities and each Loan Party in accordance with the Patriot Act.

9. Termination. Our commitments hereunder are based upon the financial and other information regarding Central Park and its subsidiaries previously provided to us. Our respective commitments and undertakings hereunder shall terminate in their entirety automatically and without further notice or action on the first to occur of (a) 5:00 p.m., New York City time, on March 31, 2008 (the "Final Termination Date"), unless on or prior to such date the Transactions have been consummated and the Loan Documents evidencing the respective Facilities, in form and substance reasonably satisfactory to us and the Lenders, shall have been executed and delivered by the applicable Central Park Entities, the

other Loan Parties and the Lenders and the initial borrowings and/or purchases shall have occurred thereunder and (b) any time after the execution of the Merger Agreement and prior to the consummation of the Transactions, the date of the termination of the Merger Agreement. Our respective commitments and undertakings hereunder may also be terminated by us if you fail to perform your obligations under this Commitment Letter, the Fee Letter or, with respect to the Interim Loans, the Engagement Letter referred to in Exhibit I hereto on a timely basis. Nothing herein shall be deemed to obligate you or Central Park to consummate the Merger, and therefore you shall have the right to terminate this Commitment Letter at any time prior to the execution and delivery of the Loan Documents by written notice to Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS. Notwithstanding the foregoing, the provisions of Sections 6, 7, 8 and 11 hereof shall survive any termination pursuant to this Section 9, except that Sections 6, 7 and 8 hereof (other than your obligations in connection with assistance to be provided in respect of the syndication of the Facilities and the confidentiality of the Fee Letter and the contents thereof) will be superseded by the corresponding provisions of the Loan Documents.

10. Assignment; etc. This Commitment Letter and our respective commitments and undertakings hereunder shall not be assignable by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment shall be void and of no effect; provided that Merger Co shall have the right to assign all of its rights and obligations under this Commitment Letter to Central Park prior to the closing of the Specified Transactions on terms and conditions reasonably satisfactory to the Lead Arrangers, and upon such assignment becoming effective and subject to the terms and conditions of such assignment, we agree that you will be released from all liability hereunder, other than with respect to your obligations pursuant to the last sentence of Section 9 hereof; and provided further that nothing contained in this Section 10 shall prohibit Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS (each in their sole discretion) from (a) performing any of their duties hereunder through any of their respective affiliate or affiliates, and you will owe any related duties (including those set forth in Section 2 above) to any such affiliate or affiliates, and (b) granting (in consultation with you) participations in, or selling (subject to the provisions of Section 2 hereof) assignments of all or a portion of, the commitments or the advances and/or purchases under the Facilities pursuant to arrangements consistent with the terms and conditions hereof and of the Term Sheets and otherwise reasonably satisfactory to the Lead Arrangers. Notwithstanding the foregoing to the contrary, the Banks hereby agree that (a) with respect to any commitment of Merrill Lynch, BSCL and Bank of America under any of the Senior Facilities, any assignment of, or any agreement to assign, sell or grant a participation in, any such commitment by Merrill Lynch, BSCL or Bank of America (the "Credit Facility Assigning Party") shall only be effective to the extent it reduces the commitment of the non-Credit Facility Assigning Party pro rata with respect to its portion of the aggregate initial commitments under such Senior Facility and (b) with respect to any commitment of Merrill Lynch, BSCL and Banc of America Bridge under any of the Interim Loans, any assignment of, or any agreement to assign, sell or grant a participation in, any such commitment by Merrill Lynch, BSCL or Banc of America Bridge (the "Interim Loan Assigning Party") shall only be effective to the extent it reduces the commitment of the non-Interim Loan Assigning Party pro rata with respect to its portion of the aggregate initial commitments under such Interim Loan. This Commitment Letter is solely for the benefit of the parties hereto and does not confer any benefits upon, or create any rights in favor of, any other person.

11. Governing Law; Waiver of Jury Trial. This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this Commitment Letter, any of the Transactions or the performance by us or any of our respective affiliates of the services contemplated hereby. In addition, with respect to any action or proceeding arising out of or relating to this Commitment Letter or the Transactions or the performance of any of the parties hereunder, each of the parties hereto hereby

irrevocably (a) submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York, New York; (b) agrees that all claims with respect to such action or proceeding may be heard and determined in such New York State or Federal court; and (c) waives the defense of any inconvenient forum to such New York State or Federal court.

12. Amendments; Counterparts; etc. No amendment or waiver of any provision hereof or of the Term Sheets shall be effective unless in writing and signed by the parties hereto and then only in the specific instance and for the specific purpose for which given. This Commitment Letter, the Engagement Letter, the Term Sheets and the Fee Letter are the only agreements between the parties hereto with respect to the matters contemplated hereby and thereby and set forth the entire understanding of the parties with respect thereto. This Commitment Letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Commitment Letter by telecopier or facsimile shall be effective as delivery of a manually executed counterpart.

13. Public Announcements. Following completion of the Transaction, we may, subject to your prior consent (not to be unreasonably withheld, delayed or conditioned) at our expense, publicly announce as we may choose the capacities in which we have acted hereunder.

14. Notices. Any notice given pursuant hereto shall be mailed or hand delivered in writing, if to: (a) you, at your address set forth on page one hereof; (b) Merrill Lynch or MLPF&S, at 4 World Financial Center, North Tower, New York, New York 10080, Attention: Loan Capital Markets; (c) BSC or BSCL, at 383 Madison Avenue, New York, NY 10197, Attention: High Yield Capital Markets and (d) Bank of America, Banc of America Bridge or BAS, at 9 West 57th Street, New York, NY 10019, Attention: Leveraged Finance; and, in the event of any such notice given to a Bank listed in clauses (b), (c) or (d) hereof, with a copy to Michael I. Zinder, Esq., at Shearman & Sterling LLP, 599 Lexington Ave., New York, NY 10022.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any Bank is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether any Bank has advised or is advising you on other matters, (b) each Bank, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of such Bank, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that each Bank is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Bank has any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you waive, to the fullest extent permitted by law, any claims you may have against Merrill Lynch, MLPF&S, BSCL, BSC, Bank of America, Banc of America Bridge and BAS for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Bank shall have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

The parties further acknowledge and agree that if Central Park or any of its subsidiaries shall sell or otherwise dispose of any material assets or interests in excess of $100 million prior to the Closing Date, you shall exercise commercially reasonable efforts to ensure that an amount equal to the net cash proceeds of any such sale or other disposition shall be applied or utilized (or set aside for application or utilization) by Central Park in its existing lines

of business conducted within its existing or, in the case of RPP and RPH, prospective restricted groups (including the acquisition of entities in such existing lines of business that are to be included in such existing or prospective restricted groups) or in connection with the Specified Transactions and/or other Transactions (including reductions in the commitments in respect of the Facilities) in a manner as may be reasonably determined by Central Park and in consultation with the Lead Arrangers; provided that, to the extent that any portion of such proceeds are not applied or utilized (or set aside therefor) in respect of any existing line of business within Central Park's existing or prospective restricted groups, you shall exercise commercially reasonable efforts to ensure that such application or utilization (or set aside therefor) shall be as reasonably determined by Central Park and the Lead Arrangers mutually; in each case subject to applicable contractual or other legal restrictions on the Central Park's ability to utilize such proceeds.

Please confirm that the foregoing correctly sets forth our agreement of the terms hereof and the Fee Letter by signing and returning to the Lead Arrangers the duplicate copy of this Commitment Letter, the Fee Letter and, if you are accepting this Commitment Letter with respect to the Interim Loans, the Engagement Letter enclosed herewith. Unless we receive your executed duplicate copies hereof and thereof by 5:00 p.m., New York City time, on May 3, 2007, our respective commitments and undertakings hereunder will expire automatically without notice or further action at such time (and we shall thereafter have no obligations whatsoever to you).

BY SIGNING THIS COMMITMENT LETTER, EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES AND AGREES THAT (A) BANK OF AMERICA IS OFFERING TO PROVIDE THE SENIOR FACILITIES SEPARATE AND APART FROM BANC OF AMERICA BRIDGE'S OFFER TO PROVIDE THE INTERIM LOANS AND (B) BANC OF AMERICA BRIDGE IS OFFERING TO PROVIDE THE INTERIM LOANS SEPARATE AND APART FROM THE OFFER BY BANK OF AMERICA TO PROVIDE THE SENIOR FACILITIES. YOU MAY, AT YOUR OPTION, ELECT TO ACCEPT THIS COMMITMENT LETTER (AND THE APPLICABLE PROVISIONS OF THE FEE LETTER), AS TO BANK OF AMERICA AND BANC OF AMERICA BRIDGE, WITH RESPECT TO EITHER THE SENIOR FACILITIES OR THE INTERIM LOANS OR BOTH.

[*Remainder of Page Intentionally Left Blank*]

We are pleased to have this opportunity and we look forward to working with you on this transaction.

Very truly yours,

MERRILL LYNCH CAPITAL CORPORATION

By: _____
Name:
Title:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: _____
Name:
Title:

[Signature page to Commitment Letter]

BEAR, STEARNS & CO. INC.

By: _____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.

By: _____
Name:
Title:

[Signature page to Commitment Letter]

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

BANC OF AMERICA BRIDGE LLC

By: _____
Name:
Title:

BANC OF AMERICA SECURITIES LLC

By: _____
Name:
Title:

[Signature page to Commitment Letter]

Accepted and agreed to as of
the date first written above:

CENTRAL PARK MERGER SUB, INC.

By: _____
Name:
Title:

By signing above, acceptance is made of all Facilities
offered by Bank of America and Banc of America Bridge.
If acceptance is desired of only certain of the Facilities,
so specify next to such signature.

SCHEDULE I

Estimated Sources and Uses of Funds

($ millions)

Sources		Uses	
Super Holdco Senior Notes or Super Holdco Interim Loan	$ 4,425	Purchase Price for Merger****	$ 9,005
Revolving Credit Facility under CSC Senior Credit Facilities*	$ 0	CSC Refinancing	$ 4,453
Term Loan A Facility under CSC Senior Credit Facilities	$ 1,000	RNS Refinancing	$ 533
Term Loan B Facility, under CSC Senior Credit Facilities	$ 4,750		
Intermediate Holdco Senior Notes or Intermediate Holdco Interim Loan	$ 800		
RPH Senior Notes or RPH Interim Loan	$ 1,000		
RNS Revolving Credit Facility**	$ 0		
RNS Term Loan B Facility	$ 730		
RPP Revolving Credit Facility***	$ 0		
RPP Term Loan B Facility	$ 900		
Excess Cash	$ 386		
Total Sources	$13,991	Total Uses	$13,991

* $1 billion of CSC Revolving Credit Facility commitments; it is currently estimated that none of the CSC Revolving Credit Facility will be drawn at closing for purposes of financing in part the Transactions.

** $300 million of RNS Revolving Credit Facility commitments; it is currently estimated that none of the RNS Revolving Credit Facility will be drawn at closing for purposes of financing in part the Transactions.

*** $50 million of RPP Revolving Credit Facility commitments; it is currently estimated that none of the RPP Revolving Credit Facility will be drawn at closing for purposes of financing in part the Transactions.

**** Includes redemption of existing equity and cash awards and transaction fees and expenses.

EXHIBIT A

Specified Transactions Description[1]

All capitalized terms used herein but not defined herein shall have the meanings provided in the Commitment Letter to which this Exhibit A is attached. The following transactions are referred to herein as the "Specified Transactions".

Certain of Central Park's shareholders and/or their affiliates, as disclosed in the Merger Agreement as in effect on the date hereof (the "Controlling Shareholders"), have formed Family LLC, which in turn has formed Merger Co as a direct wholly-owned subsidiary.

Central Park will create a newly formed direct wholly-owned subsidiary ("Super Holdco"), which will in turn create a newly formed direct wholly-owned subsidiary ("Intermediate Holdco") and contribute to Super Holdco, which will then contribute to Intermediate Holdco, all the capital stock of Central Park's direct wholly-owned subsidiary, CSC Holdings, Inc. ("CSC"), as equity and Intermediate Holdco will then assume all of Central Park's obligations under its 8% Senior Notes due 2012 and Floating Rate Senior Notes due 2009 (collectively, the "Existing Central Park Senior Notes") in accordance with the terms of the indentures governing such Existing Central Park Senior Notes.

Super Holdco will, on the date of the Merger (as defined below), raise gross cash proceeds of no less than $4.425 billion from either the issuance of the Super Holdco Senior Notes or the Super Holdco Interim Loan. Super Holdco will make a dividend payment to Topco/Central Park in an aggregate amount of approximately $8.581 billion (the "Super Holdco Dividend Payment").

CSC will, on the date of the Merger, (i) repay and refinance in full all indebtedness and terminate all commitments to make extensions of credit under the Credit Agreement, dated as of February 24, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing CSC Credit Facility"), among CSC, as borrower, the restricted subsidiaries party thereto, the lenders party thereto, Bank of America, N.A., as administrative agent, and the agents, arrangers and bookmanagers party thereto (the "CSC Refinancing") with a portion of the proceeds of the CSC Senior Credit Facilities and pay fees and expenses in connection therewith and (ii) make a dividend payment to Central Park through its parent entities in an aggregate amount of approximately $3.469 billion (the "CSC Dividend Payment", and together with the CSC Refinancing, the "CSC Transactions").

Intermediate Holdco (as defined below) will, on the date of the Merger, (i) raise gross proceeds of no less than $800.0 million from either the issuance of the Intermediate Holdco Senior Notes or the Intermediate Holdco Interim Loan and (ii) make a dividend payment through its parent to Central Park in an aggregate amount of approximately $4.294 billion (the "Intermediate Holdco Dividend Payment").

Rainbow Programming Holdings LLC ("RPH"), an indirect wholly-owned subsidiary of CSC, will, on the date of the Merger, (i) borrow at least $1.0 billion from either the issuance of the RPH Senior Notes or the RPH Interim Loan and (ii) make a dividend payment to its indirect parent Rainbow Media Holdings LLC ("RMHI") through its parent in an aggregate amount of approximately $1.154 billion (the "RPH Dividend Payment").

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[1] Super Holdco and Intermediate Holdco are expected to be formed as single member limited liability companies. In addition, prior to the Merger, it is expected that CSC will be converted (by merger or otherwise) into a single member limited liability company. Satisfactory co-issuer provision will be made in connection with the Senior Note Offerings.

Rainbow National Services LLC ("RNS"), a direct wholly-owned subsidiary of RPH, will, on the date of the Merger, (i) repay and refinance in full all indebtedness and terminate all commitments to make extensions of credit under the Credit Agreement, dated as of July 5, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing RNS Credit Facility"), among RNS, as borrower, the restricted subsidiaries party thereto, the lenders party thereto, JP Morgan Chase Bank, N.A., as administrative agent, and the agents, arrangers and bookmanagers party thereto (the "RNS Refinancing") with a portion of the proceeds of the RNS Senior Credit Facilities and pay fees and expenses in connection therewith and (ii) make a dividend payment to RMHI through its parent entities in an aggregate amount of approximately $184.0 million (the "RNS Dividend Payment", and together with the RNS Refinancing, the "RNS Transactions").

Regional Programming Partners ("RPP"), an indirect subsidiary of CSC, will, on the date of the Merger, (i) borrow at least $900.0 million from the RPP Term Loan B Facility and (ii) make a dividend payment to RMHI through its parent entities in an aggregate amount of approximately $1.126 billion (the "RPP Dividend Payment").

RMHI will purchase qualified preferred securities of CSC in an aggregate amount of approximately $2.280 billion (the "RMHI Purchase").

In connection with the Merger, all of the common equity (excluding restricted shares) of Central Park held by the Controlling Shareholders will be contributed to Family LLC and rolled over (directly or indirectly) into common equity of Topco (the "Rollover Equity Contribution").

Pursuant to an agreement and plan of merger (the "Merger Agreement"), Merger Co will be merged with and into Central Park with Central Park being the surviving corporation (such merger being referred to as the "Merger", and such surviving entity being referred to as either Central Park or "Topco").

After giving effect to the Merger, (i) all of the outstanding equity interests of Topco will be owned by Family LLC, (ii) all of the outstanding equity interests of Super Holdco will be owned by Topco, (iii) all of the outstanding equity interests of Intermediate Holdco will be owned by Super Holdco and (iv) all of the outstanding equity interests of CSC will be owned by Intermediate Holdco.

"Central Park Entities" shall mean Topco, Merger Co, Super Holdco, Intermediate Holdco, CSC and RPH.

CONFIDENTIAL **EXHIBIT B**

CSC SENIOR CREDIT FACILITIES

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	CSC Holdings, Inc. ("CSC" or the "Borrower").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Bank of America, N.A. (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Bank of America, N.A. (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Senior Credit Facilities:	Senior secured credit facilities (the "CSC Senior Credit Facilities") in an aggregate principal amount of $7.25 billion, such CSC Senior Credit Facilities consisting of the following: (A) Term Loan Facilities. Term loan facilities in an aggregate principal amount of $6.25 billion (the "Term Loan Facilities"), such aggregate amount to be allocated among (i) a Term Loan A Facility in an aggregate principal amount of $1.0 billion (the "Term Loan A Facility"), (ii) a Term Loan B Facility in an aggregate principal amount of $4.75 billion (the "Term Loan B Facility") and (iii) a Delayed Draw Term Loan Facility in an aggregate principal amount of $500.0 million (the "Delayed Draw Term Loan Facility"). Loans made under the Term Loan Facilities are herein referred to as "Term Loans"). (B) Revolving Credit Facility. A revolving credit facility in an aggregate principal amount of $1.0 billion (the "Revolving Credit Facility"). Loans made under the Revolving Credit Facility are herein referred to as "Revolving Loans"; the Term Loans and Revolving Loans are herein referred to collectively as "Loans". An amount to be agreed of the Revolving Credit

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

	Facility will be available as a letter of credit subfacility and as a swing line subfacility, in each case on customary terms.
Documentation:	The documentation for the CSC Senior Credit Facilities will include, among others, a credit agreement (the "Credit Agreement"), guarantees and appropriate pledge, security interest and other collateral documents (collectively, the "Credit Documents"). The Borrower and the Guarantors (as defined below under the section entitled "Guarantors") are herein referred to as the "Loan Parties" and individually as a "Loan Party". The Credit Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. As the CSC Senior Credit Facilities are intended to replace the Existing CSC Credit Facility, it is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the Credit Documents shall, except as otherwise noted herein, and taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon such corresponding terms contained in the documentation for the Existing CSC Credit Facility.
Closing Date:	The date of the consummation of the Merger (the "Closing Date").
Use of Proceeds:	The proceeds of the Term Loan A Facility and the Term Loan B Facility will be used (a) to finance in part the Transactions and (b) to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the Credit Documents. The proceeds of the Delayed Draw Term Loan Facility will be used (a) to refinance the Borrower's 7.875% Senior Notes due December 2007 (the "CSC 2007 Refinanced Notes"), (b) to refinance the Borrower's 7.25% Senior Notes due July 2008 (the "CSC 2008 Refinanced Notes" and, together with the CSC 2007 Refinanced Notes, the "Refinanced Notes") or (c) to refinance any financing arrangements used to refinance the Refinanced Notes prior to the Closing Date, in each case subject to the terms and conditions set forth in the Credit Documents. Proceeds of not more than an amount to be mutually agreed of the Revolving Credit Facility (the "Permitted Revolver Amount") may be used on the Closing Date to finance a portion

	of the Transactions. The Revolving Credit Facility will also be used after the Closing Date for working capital and general corporate purposes of the Borrower and its subsidiaries, subject to the terms and conditions set forth in the Credit Documents.
Availability:	Term Loan Facilities. The full amount of the Term Loan A Facility and the Term Loan B Facility will be available on the Closing Date in one drawing. The full amount of the Delayed Draw Term Loan Facility will be available for the applications described above under "Use of Proceeds", subject to the terms and conditions set forth below under "Conditions to All Extensions of Credit", at any time prior to March 31, 2008 in one drawing. Any and all advances made under the Term Loan Facilities that are repaid or prepaid may not be reborrowed. Revolving Credit Facility. The Revolving Credit Facility will be available on a fully revolving basis, subject to the terms and conditions set forth in the Credit Documents, in the form of revolving advances, swing line advances and letters of credit issued on and after the Closing Date until the date that is six years after the Closing Date (the "R/C Termination Date"); provided, however, that (subject to the limitations set forth above) the Permitted Revolver Amount may be drawn on the Closing Date to finance in part the Transactions.
Guarantors:	Each of the Borrower's direct and indirect domestic subsidiaries existing on the Closing Date that currently guarantee the Existing CSC Credit Facility and each of the Borrower's direct and indirect domestic "Restricted Subsidaries" thereafter created or acquired shall unconditionally guarantee, on a joint and several basis, all obligations of the Borrower under the CSC Senior Credit Facilities, other than any immaterial or inactive subsidiaries. Each guarantor of any of the CSC Senior Credit Facilities is herein referred to as a "Guarantor" and its guarantee is referred to herein as a "Guarantee."
Security:	The CSC Senior Credit Facilities and the obligations of the Borrower under each interest rate protection agreement entered into with a Lender or any affiliate of a Lender will be secured by a perfected security interest in all of the capital stock (or other ownership interests) of each of the direct subsidiaries of the Borrower and the Guarantors pledged to secure the Existing CSC Credit Facility and in all of the capital stock (or other ownership interests) of each of the direct subsidiaries of the Borrower and the Guarantors created or acquired after the Closing Date, in each case, limited to, in the case of non-domestic subsidiaries,

	65% of the shares of any direct, "first tier" non-domestic subsidiaries of the Borrower and the Guarantors. Notwithstanding the foregoing, the CSC Senior Credit Facilities shall not be secured by (a) RPH and its subsidiaries, (b) ownership interests in subsidiaries that cannot be pledged without the consent of one or more third parties or governmental authorities, (c) interests in subsidiaries the pledge of which would be prohibited by contract, license, permit, applicable law or regulation (and not overridden by the UCC or other applicable law) and (d) other exceptions to be agreed (collectively, the "Collateral"). All such security interests will be created pursuant to documentation customary for facilities similar to the CSC Senior Credit Facilities and reasonably satisfactory in all respects to the Lead Arrangers and the Borrower. On the Closing Date, such security interests shall have become perfected (or arrangements for the perfection thereof reasonably satisfactory to the Lead Arrangers shall have been made) and the Lead Arrangers shall have received reasonably satisfactory evidence as to the enforceability, perfection and priority thereof.
Termination of Commitments:	The commitment in respect of all the CSC Senior Credit Facilities will automatically and permanently terminate in its entirety on the Final Termination Date, if the Term Loan Facilities are not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter. In addition, the commitment in respect of the Delayed Draw Term Loan Facility will automatically and permanently terminate in its entirety on March 31, 2008, if the Delayed Draw Term Loan Facility is not drawn down on or prior to such date.
Final Maturity:	(A) Term Loan A Facilities. The Term Loan A Facility will mature on the date that occurs six years after the Closing Date. (B) Term Loan B Facility. The Term Loan B Facility will mature on the date that occurs seven years after the Closing Date (the "Term Loan B Maturity Date"). (C) Delayed Draw Term Loan Facility. The Delayed Draw Term Loan Facility will mature on the Term Loan B Maturity Date. (D) Revolving Credit Facility. The Revolving Credit Facility will mature on the R/C Termination Date.
Amortization Schedule:	The Term Loan A Facility will amortize on a quarterly basis (beginning with the first full fiscal quarter after the Closing Date) in amounts to be agreed.

	The Term Loan B Facility will amortize at a rate of 1.00% per annum on a quarterly basis (beginning with the first full quarter after the Closing Date) for the first six years after the Closing Date, with the balance paid on the Term Loan B Maturity Date. The Delayed Draw Term Loan Facility will amortize at a rate of 1.00% per annum on a quarterly basis (beginning with the first full quarter after the draw down under the Delayed Draw Term Loan Facility) for the first six years after the Closing Date, with the balance paid on the Term Loan B Maturity Date.
Letters of Credit:	Letters of credit under the Revolving Credit Facility ("Letters of Credit") will be issued by a Lender or Lenders to be agreed by the Lead Arrangers and the Borrower (in such capacity, each an "Issuing Bank"). The issuance of all Letters of Credit shall be subject to the customary documentation requirements, procedures and fees of the Issuing Bank(s).
Interest Rates and Fees:	Interest rates and fees in connection with the CSC Senior Credit Facilities will be as specified on Annex I attached hereto.
Default Rate:	Overdue principal, interest and other amounts under the Credit Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex I to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).
Voluntary Prepayments/Reductions in Commitments:	(A) Term Loan Facilities. Advances under the Term Loan Facilities may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR borrowings, breakage costs related to prepayments not made on the last day of the relevant interest period). The outstanding commitments in respect of the Delayed Draw Term Loan Facility may be reduced at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty. Voluntary prepayments will be applied among the Term Loan Facilities at the direction of the Borrower. Any application to (x) the Term Loan A Facility shall be applied in order of maturity for the first twelve months after the Closing Date and thereafter pro rata to the remaining scheduled amortization payments in respect thereof, and (y) the Term Loan B Facility and the Delayed Draw Term Loan Facility shall be applied pro rata to the remaining scheduled amortization payments in respect thereof. (B) Revolving Credit Facility. The unutilized portion of the commitments under the Revolving Credit Facility may be

reduced and advances under the Revolving Credit Facility may be repaid at any time, in each case, at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR advances, breakage costs related to prepayments not made on the last day of the relevant interest period).

Mandatory Prepayments:

Subject to paragraph (i) below, an amount equal to:

(A) 100% of the net cash proceeds (including condemnation and insurance proceeds) of asset sales and other asset dispositions by CSC or any of its restricted subsidiaries (including, without limitation, insurance proceeds and subject to baskets, exceptions and reinvestment rights to be agreed upon), and

(B) 100% of the net cash proceeds of the issuance or incurrence of debt by CSC or any of its restricted subsidiaries (subject to baskets and exceptions to be agreed upon),

in each case shall be applied as follows: first, if permitted by the terms of the indentures to which the Borrower and, if applicable, Intermediate Holdco are a party, to the Intermediate Holdco Interim Loan and then to the Super Holdco Interim Loan (ratably to the Super Holdco Senior Interim Loan and the Super Holdco Senior PIK Interim Loan); and second, to the CSC Senior Credit Facilities.

(i) With respect to net cash proceeds of the disposition of assets by any restricted subsidiary of CSC or net cash proceeds of any issuance or incurrence of debt by any restricted subsidiary of CSC in each case that would otherwise be required to be applied as provided above will be applied as set forth above if and only to the extent that (x) such subsidiary is not required to repay its indebtedness (other than intercompany indebtedness) with such net cash proceeds, (y) there are no contractual or legal restrictions on the ability of CSC to access such net cash proceeds and (z) no parent of CSC, and neither CSC nor any of its restricted subsidiaries is required under its existing indebtedness (other than intercompany indebtedness) as in effect of the date of the Commitment Letter to repay such indebtedness with such net cash proceeds.

Mandatory prepayments will be applied pro rata among the Term Loan Facilities based on the aggregate principal amount of Term Loans then outstanding under each such Term Loan Facility. Any application to the Term Loan A Facility shall be applied pro rata to the remaining scheduled amortization payments. Any application to the Term Loan B Facility and the Delayed Draw Term Loan Facility shall be applied pro rata to the remaining scheduled amortization payments. To the extent that the amount

	to be applied to the prepayment of Term Loans exceeds the aggregate amount of Term Loans then outstanding, such excess shall be applied to the Revolving Facility to repay the Revolving Loans and to permanently reduce the commitments thereunder; provided, however, that if at the time of such application the aggregate commitments under the Revolving Credit Facility are equal to or less than $200.0 million ("Threshold"), then such excess shall not be required to permanently reduce the commitments under the Revolving Credit Facility, and in no event shall such excess permanently reduce the commitments under the Revolving Credit Facility below the Threshold. Advances under the Revolving Credit Facility will be immediately prepaid to the extent that the aggregate extensions of credit under the Revolving Credit Facility exceed the commitments then in effect under the Revolving Credit Facility.
Conditions to Effectiveness and to Initial Advances:	The effectiveness of the Credit Agreement and the making of the initial Loans under the CSC Senior Credit Facilities shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Conditions to All Extensions of Credit:	Each extension of credit under the CSC Senior Credit Facilities will be subject to (A) the absence of any Default or Event of Default (to be defined), (B) the continued accuracy of representations and warranties in all material respects (which materiality exception will not apply to representations and warranties to the extent already qualified by materiality standards) and (C) delivery of a notice of borrowing.
Representations and Warranties:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the CSC Senior Credit Facilities.
Affirmative Covenants:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the CSC Senior Credit Facilities.
Negative Covenants:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the CSC Senior Credit Facilities (all such covenants to be subject to customary baskets and exceptions and such others to be agreed upon), but in any event including: limitation on indebtedness and contingent obligations; limitation on liens and further negative pledges; limitation on investments; limitation on dividends and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25:1.00, the payment or distribution of up to $28.0 million in the aggregate per year (the "Minimum Distribution"), to be dividended up to the Controlling Shareholders); limitation on

	redemptions and repurchases of equity interests; limitation on mergers, acquisitions and asset sales; limitation on issuance, sale and other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other specified material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness (other than subordinated indebtedness under existing indentures).
Financial Covenants:	With respect to the Revolving Credit Facility and the Term Loan A Facility only, financial maintenance covenants appropriate in the context of the proposed transaction, and customary for facilities similar to the CSC Senior Credit Facilities, consisting of (definitions and numerical calculations to be set forth in the Credit Agreement): (a) total leverage ratio; (b) interest coverage ratio; (c) debt service ratio; and (d) senior secured leverage ratio.
Events of Default:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the CSC Senior Credit Facilities, but in any event including: breach of representation or warranty; nonpayment of principal, interest, fees or other amounts; breach of covenants; change of control; bankruptcy, insolvency proceedings, etc.; judgment defaults; ERISA defaults; cross-defaults to other indebtedness (provided that failure to comply with financial maintenance covenants in the Revolving Credit Facility and the Term Loan A Facility shall not trigger a cross default to the Term Loan B Facility or Delayed Draw Term Loan Facility); and actual or asserted invalidity of loan documentation.
Yield Protection and Increased Costs; and Replacement of Lenders:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the CSC Senior Credit Facilities, including protective provisions for such matters as defaulting banks, capital adequacy, increased costs, reserves, funding losses, breakage costs, illegality and withholding taxes. Subject to customary conditions (including that no default shall have occurred and be continuing), the Borrower shall have the right to replace any Lender that (a) charges an amount with respect to contingencies described in the immediately preceding paragraph or (b) refuses to consent to certain amendments or waivers of the CSC Senior Credit Facilities which expressly require the consent of such Lender and which have been approved by the Required Lenders (or, in certain circumstances applicable to a particular tranche, a majority of the applicable tranche of Lenders).
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million for each of the Term Loan Facilities and $5.0 million for the Revolving Credit Facility

	(unless the Borrower and the Lead Arrangers otherwise consent or unless the assigning Lender's exposure is thereby reduced to zero). Assignments (which may be non-pro rata among the CSC Senior Credit Facilities) shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure under the CSC Senior Credit Facilities (the "Required Lenders"), subject to amendments or waivers of certain provisions of the Credit Documents requiring the consent of each affected Lender (or all Lenders) or Lenders having a majority of the outstanding credit exposure under each affected CSC Senior Credit Facility (including a requirement for a majority of the Lenders under the Revolving Credit Facility to approve waivers or amendments affecting the conditions to additional advances under the Revolving Credit Facility).
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the negotiation, preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any Credit Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Loan Parties. The Loan Parties will jointly and severally indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and hold them harmless from and against all costs, expenses (including fees, disbursements and other charges of counsel) and all liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relate to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the Credit Documents waive the right to trial by

jury.

Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (including local counsel as selected by the Lead Arrangers).

ANNEX I

Interest Rates and Fees:	The Borrower will be entitled to make borrowings based on the ABR plus the Applicable Margin or LIBOR plus the Applicable Margin. The Loans under the CSC Senior Credit Facilities will bear interest, at the option of the Borrower, at (a) ABR plus the Applicable Margin or (b) LIBOR plus the Applicable Margin. The "Applicable Margin" with respect to the Revolving Credit Facility and the Term Loan A Facility will be (a) prior to the Trigger Date (as defined below), a percentage per annum set forth in Annex I to the Fee Letter and (b) on and after the Trigger Date, determined pursuant to a grid to be determined which will be based on the Total Leverage Ratio (to be defined). The "Applicable Margin" with respect to the Term Loan B Facility and the Delayed Draw Term Loan Facility will be a percentage per annum set forth in Annex I to the Fee Letter. "Trigger Date" means the first date after the Closing Date on which the Borrower delivers financial statements and a computation of the Total Leverage Ratio (to be defined) for the first fiscal quarter ended at least three months after the Closing Date in accordance with the Credit Agreement. Unless consented to by the Lead Arrangers in their sole discretion, no LIBOR Loans may be elected on the Closing Date and thereafter all LIBOR Loans will have a 30 day interest period ending on the same date approximately 30 days after the Closing Date (unless the completion of the primary syndication of the CSC Senior Credit Facilities as determined by the Lead Arrangers shall have occurred). "ABR" means the higher of (a) the prime rate of interest announced or established by the Lender acting as the Administrative Agent from time to time, changing effective on the date of announcement or establishment of said prime rate changes and (b) the Federal Funds Rate plus 0.50% per annum. The prime rate is not necessarily the lowest rate charged by the Lender acting as the Administrative Agent to its customers. "LIBOR" means the rate published by such source to be agreed upon or, if not available, determined by the Administrative Agent to be available to the Lenders in the London interbank market for deposits in US Dollars in the amount of, and for a maturity corresponding to, the amount of the applicable LIBOR

advance, as adjusted for maximum statutory reserves.

The Borrower may select interest periods of one, two, three or six months and, if available to all Lenders, nine or twelve months, for LIBOR borrowings. Interest will be payable in arrears (a) in the case of ABR advances, at the end of each quarter and (b) in the case of LIBOR advances, at the end of each interest period and, in the case of any interest period longer than three months, no less frequently than every three months. Interest on all borrowings shall be calculated on the basis of the actual number of days elapsed over (a) in the case of LIBOR Loans, a 360-day year and (b) in the case of ABR Loans, a 365-or 366-day year, as the case may be.

Commitment fees accrue on the undrawn amount of the Revolving Credit Facility and the Delayed Draw Term Loan Facility, commencing on the Closing Date. The commitment fee in respect of the Revolving Credit Facility and the Delayed Draw Term Loan Facility will be a percentage per annum (the "Unutilized Commitment Fee Percentage") set forth in Annex I to the Fee Letter.

All commitment fees will be payable in arrears at the end of each quarter and upon any termination of any commitment, in each case for the actual number of days elapsed over a 360-day year.

Letter of Credit fees will be payable for the account of the Revolving Credit Facility Lenders on the daily average undrawn face amount of each Letter of Credit at a rate per annum equal to the Applicable Margin for Loans under the Revolving Credit Facility that bear interest at LIBOR in effect at such time, which fees shall be paid quarterly in arrears. In addition, an issuing fee on the face amount of each Letter of Credit equal to a percentage per annum (the "Issuing Fee Percentage") set forth in Annex I to the Fee Letter shall be payable to the Issuing Bank for its own account, which fee shall also be payable quarterly in arrears.

The Lead Arrangers and the Administrative Agent shall receive such other fees as shall have been separately agreed with the Borrower in the fee letter between them.

CONFIDENTIAL **EXHIBIT C**

SUPER HOLDCO SENIOR INTERIM LOAN

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	A newly formed direct, wholly-owned subsidiary of Central Park (the "Borrower" or "Super Holdco").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Banc of America Bridge LLC (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Banc of America Bridge LLC (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Interim Loan:	Senior interim loan (the "Super Holdco Senior Interim Loan") in a principal amount of $2.675 billion.
Documentation:	The documentation for the Super Holdco Senior Interim Loan will include an interim loan agreement (the "Super Holdco Senior Interim Loan Agreement") and other appropriate documents (collectively, the "Super Holdco Senior Interim Loan Documents"). The Super Holdco Senior Interim Loan Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. It is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the Super Holdco Senior Interim Loan Documents shall, except as otherwise

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

	noted herein, and taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon such corresponding terms contained in the documentation for the CSC Senior Credit Facilities (it being understood that such adjustments shall be made as are customary in the context of an interim loan).
Use of Proceeds:	To finance in part the Transactions and to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the Super Holdco Senior Interim Loan Documents.
Closing Date:	The date of consummation of the Merger (the "Closing Date").
Availability:	On the Closing Date in one drawing.
Security:	None (including in respect of the Super Holdco Senior Rollover Securities and Super Holdco Senior Rollover Loans).
Ranking:	The Super Holdco Senior Interim Loan (and the Super Holdco Senior Rollover Securities and Super Holdco Senior Rollover Loans) will be a senior obligation of the Borrower ranking pari passu with all unsubordinated indebtedness of the Borrower and senior to all subordinated indebtedness of the Borrower.
Termination of Commitment:	The commitment in respect of the Super Holdco Senior Interim Loan will automatically and permanently terminate in its entirety on the Final Termination Date, if not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter. In addition, the commitment in respect of the Super Holdco Senior Interim Loan will automatically and permanently terminate in its entirety on the date of the consummation of the Merger to the extent not drawn down on such date.
Maturity:	The Super Holdco Senior Interim Loan will mature on the date (the "Initial Maturity Date") that is twelve months after the initial funding date (the "Funding"). Upon the satisfaction of the terms and conditions described under "Exchange Feature; Rollover Securities and Rollover Loans," the Super Holdco Senior Interim Loan will be exchanged for, at the option of each Lender, either (A) unsecured senior debt securities ("Super Holdco Senior Rollover Securities"), evidenced by an indenture in the form attached to the Super Holdco Senior Interim Loan Agreement and maturing on the date that occurs nine years

after the Initial Maturity Date or (B) unsecured senior loans maturing on the date that occurs nine years after the Initial Maturity Date (the "Super Holdco Senior Rollover Loans"), evidenced by the Super Holdco Senior Interim Loan Agreement.

Interest Rate:

(A) Super Holdco Senior Interim Loan. The Super Holdco Senior Interim Loan will bear interest at a rate per annum equal to the greater (as determined on the Closing Date and each three-month period thereafter) of (i) three-month LIBOR and (ii) a certain percentage (the "Interim Floor Percentage") set forth in Annex II to the Fee Letter, in each case plus the Spread (defined below). The "Spread" will initially be, with respect to clause (i) above, a certain number of basis points (the "Interim Initial Basis Points") set forth in Annex II to the Fee Letter; and with respect to clause (ii) above, a certain number of basis points (the "Interim Floor Basis Points") set forth in Annex II to the Fee Letter. If the Super Holdco Senior Interim Loan is not repaid in full within six months following the Closing Date, each Spread will increase by an additional number of basis points (the "Additional Basis Points") set forth in Annex II to the Fee Letter at the end of such six-month period and shall increase by an additional number of basis points equal to the Additional Basis Points at the end of each three-month period thereafter. LIBOR will be adjusted for maximum statutory reserve requirements (if any).

Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed a certain percentage per annum (the "Interest Rate Cap") set forth in Annex II to the Fee Letter (exclusive of any additional interest payable due to an event of default).

(B) Super Holdco Senior Rollover Securities and Super Holdco Senior Rollover Loans. The Super Holdco Senior Rollover Securities and the Super Holdco Senior Rollover Loans will bear interest at a rate per annum equal to the greater (as determined on the Initial Maturity Date and each three-month period thereafter) of (i) three-month LIBOR plus a certain number of basis points (the "Rollover Basis Points") set forth in Annex II to the Fee Letter and (ii) the Initial Rate (defined below), in each case plus the Exchange Spread (as defined below). The "Initial Rate" shall be equal to the interest rate applicable to the Super Holdco Senior Interim Loan and in effect on the Initial Maturity Date. "Exchange Spread" shall mean the Additional Basis Points. LIBOR will be adjusted for maximum statutory reserve requirements (if any). At any time after the date that is six months following the Initial Maturity Date, any

	holder of Super Holdco Senior Rollover Securities or Super Holdco Senior Rollover Loans may elect, at its sole option, to fix the interest rate per annum on its Super Holdco Senior Rollover Securities or Super Holdco Senior Rollover Loans at the then effective rate of interest per annum. Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed the Interest Rate Cap (exclusive of any additional interest payable due to an event of default).
Default Rate:	Overdue principal, interest and other amounts under the Super Holdco Senior Interim Loan Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex II to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).
Interest Payment Dates:	(A) Super Holdco Senior Interim Loan. Quarterly, in arrears. (B) Super Holdco Senior Rollover Securities and Super Holdco Senior Rollover Loans. Semi-annually, in arrears.
Voluntary Prepayment:	The Super Holdco Senior Interim Loan may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, together with accrued interest to the date of prepayment, but without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).
Mandatory Prepayment:	Subject to paragraphs (i), (ii) and (iii) below, (A) 100% of the net cash proceeds of asset sales and other asset dispositions (including, without limitation, insurance proceeds) by Super Holdco or any of its restricted subsidiaries (subject to exceptions, baskets and reinvestment rights to be agreed), (B) 100% of the net cash proceeds of the issuance or incurrence of debt by Super Holdco or any of its restricted subsidiaries (subject to exceptions and baskets to be agreed) and (C) 100% of the net cash proceeds from any issuance of equity securities of Super Holdco or any parent entity (whether direct or indirect, existing or future) of Super Holdco in any public offering or private placement or from any capital contribution,

in each case shall be applied as follows: first, to the Super Holdco Interim Loan (ratably to the Super Holdco Senior Interim Loan and the Super Holdco Senior PIK Interim Loan) and then to the Intermediate Holdco Interim Loan; and second, to the CSC Senior Credit Facilities.

(i) The net cash proceeds of the Super Holdco Senior Notes and the Super Holdco Take-out Securities shall be applied (ratably with the Super Holdco Senior PIK Interim Loan) to reduce to zero the commitments in respect of, or, if after the Closing Date, to reduce to zero the funded amount of the Super Holdco Senior Interim Loan.

(ii) With respect to net cash proceeds of the disposition of assets by any restricted subsidiary of Super Holdco or net cash proceeds of any issuance or incurrence of debt by any restricted subsidiary of Super Holdco, in each case that would otherwise be required to be applied as provided above will be applied as set forth above if and only to the extent that no restricted subsidiary of Super Holdco is required to repay its indebtedness (other than intercompany indebtedness) as in effect as of the date of the Commitment Letter with such net cash proceeds and there are no contractual or legal restrictions on the ability of Super Holdco to access such net cash proceeds.

(iii) With respect to the net cash proceeds of the type described in clause (C) above in this section "Mandatory Prepayments", any such net cash proceeds shall be applied as set forth above to the extent such proceeds are not required to be applied by such parent to repay its indebtedness (other than intercompany indebtedness).

In addition, upon the occurrence of a Change of Control (to be defined), the Borrower will be required to offer to prepay the entire aggregate principal amount of the Super Holdco Senior Interim Loan (or the Super Holdco Senior Rollover Securities and Super Holdco Senior Rollover Loans) in cash at par or, in the case of Super Holdco Senior Rollover Securities upon which the interest rate has been fixed, with a prepayment premium of 1.0% of the principal amount thereof.

Each such prepayment shall be made together with accrued interest to the date of prepayment, but, except as noted above, without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).

Exchange Feature; Rollover Securities and

On the Initial Maturity Date, so long as no event of default has occurred and is continuing under the Super Holdco

Rollover Loans:	Senior Interim Loan Documents and all applicable fees have been paid in full, each Lender shall have its interest in the Super Holdco Senior Interim Loan exchanged for Super Holdco Senior Rollover Loans. At any time on or after the Initial Maturity Date, any Lender may exchange all or any portion of its Super Holdco Senior Rollover Loans for Super Holdco Senior Rollover Securities, it being understood and agreed that upon any such exchange occurring within six months after the Initial Maturity Date, the Borrower shall be obligated to immediately pay to such holder a duration fee equal to 0.50% of the principal amount so exchanged. The Super Holdco Senior Rollover Securities and the Super Holdco Senior Rollover Loans will be (A) mandatorily redeemable or prepayable, as the case may be, under the same circumstances as the Super Holdco Senior Interim Loan, except that, in lieu of mandatory redemptions or prepayments, the Borrower shall be required to make mandatory offers to purchase or prepay such Super Holdco Senior Rollover Securities or Super Holdco Senior Rollover Loans and (B) optionally redeemable or prepayable, as the case may be, without premium or penalty or, if the holder has elected to fix the interest rate thereon, at declining premiums on terms customary for high-yield debt securities, including (subject to the next paragraph) four year no-call provisions; provided that on or before the third anniversary of the Closing Date, up to 35% of the aggregate principal amount of the Super Holdco Senior Rollover Loans and the Super Holdco Senior Rollover Securities will be optionally redeemable or prepayable, as the case may be, with the net cash proceeds of one or more Equity Offerings (to be defined), at par plus accrued interest plus a premium equal to the coupon in effect on the date on which the interest rate was fixed. In the case of any Super Holdco Senior Rollover Securities and Super Holdco Senior Rollover Loans that have a variable rate, any optional redemption or prepayment thereof shall be made pro rata between such Super Holdco Senior Rollover Securities and such Super Holdco Senior Rollover Loans. All mandatory offers to purchase or prepay shall be made pro rata between the Super Holdco Senior Rollover Securities and the Super Holdco Senior Rollover Loans. Notwithstanding anything herein to the contrary, the Borrower shall be permitted to prepay Super Holdco Senior Rollover Securities at any time on or prior to the date that is six months following the Initial Maturity Date, so long as such prepayment is accompanied by a prepayment premium of 2.0% of the principal amount so prepaid.

	The Super Holdco Senior Rollover Securities will be evidenced by an indenture in form suitable for qualification under the Trust Indenture Act and will otherwise contain covenants and other provisions customary for high yield debt securities similar to the Super Holdco Senior Rollover Securities (it being the intention of the parties that such covenants and customary provisions shall, taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon high yield debt securities issued by CSC). The Super Holdco Senior Rollover Loans will be evidenced by the Super Holdco Senior Interim Loan Agreement. The holders of the Super Holdco Senior Rollover Securities will be entitled to exchange offer and other registration rights to permit resale without restriction under applicable securities laws on terms no less favorable to the holders than those customarily applicable to an offering pursuant to Rule 144A (subject to applicable legal restrictions, including SEC staff interpretations).
Conditions to Effectiveness and to Super Holdco Senior Interim Loan:	The effectiveness of the Super Holdco Senior Interim Loan Documents and the making of the Super Holdco Senior Interim Loan shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Representations and Warranties:	Customary for facilities similar to the Super Holdco Senior Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that representations and warranties shall also apply to Super Holdco).
Affirmative Covenants:	Customary for facilities similar to the Super Holdco Senior Interim Loan (including a covenant to refinance the Super Holdco Senior Interim Loan with Super Holdco Senior Notes or Super Holdco Take-out Securities as soon as reasonably possible) and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that affirmative covenants shall also apply to Super Holdco). Upon the issuance of the Super Holdco Senior Rollover Securities and the Super Holdco Senior Rollover Loans, the affirmative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to affirmative covenants customary in an indenture for high yield debt securities issued by CSC.
Take-out Covenant:	The Super Holdco Senior Interim Loan Agreement will contain provisions pursuant to which the Borrower shall

	undertake to refinance in full the Super Holdco Senior Interim Loan as promptly as practicable through the issuance of the Super Holdco Take-out Securities or otherwise in accordance with the Engagement Letter.
Negative Covenants:	Customary for facilities similar to the Super Holdco Senior Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that such negative covenants shall also apply to Super Holdco) (subject to baskets and exceptions, where customary and appropriate), including the following: limitation on indebtedness and contingent obligations; limitation on liens and further negative pledges; limitation on investments; limitation on dividends and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25 to 1.00, to make the Minimum Distribution (as defined in the CSC Senior Credit Facilities Term Sheet)); limitation on redemptions and repurchases of equity interests; limitation on mergers, acquisitions and asset sales; limitation on issuance, sale or other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness. There shall be no financial maintenance covenants. Upon the issuance of the Super Holdco Senior Rollover Securities and the Super Holdco Senior Rollover Loans, the negative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to negative covenants customary in an indenture for high-yield debt securities issued by CSC.
Events of Default:	Customary for facilities similar to the Super Holdco Senior Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood and agreed that such events of default shall also apply to Super Holdco).
Yield Protection and Increased Costs:	Customary for facilities similar to the Super Holdco Senior Interim Loan.
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million (unless the

	Borrower and the Lead Arrangers otherwise consent or unless the assigning Lender's exposure is thereby reduced to zero). Assignments shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure (the "Required Lenders"), subject to amendments of certain provisions of the Super Holdco Senior Interim Loan Documents requiring the consent of Lenders having a greater share (or all) of the outstanding credit exposure.
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any Super Holdco Senior Interim Loan Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Borrower. The Borrower will indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relates to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the Super Holdco Senior Interim Loan Documents waive the right to trial by jury.

Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (and such local counsel as may be selected by the Lead Arrangers).

CONFIDENTIAL **EXHIBIT D**

INTERMEDIATE HOLDCO INTERIM LOAN

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	A newly formed direct wholly-owned subsidiary of Super Holdco ("Intermediate Holdco" or the "Borrower").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Banc of America Bridge LLC (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Banc of America Bridge LLC (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Interim Loan:	Senior interim loan (the "Intermediate Holdco Interim Loan") in a principal amount of $800.0 million.
Documentation:	The documentation for the Intermediate Holdco Interim Loan will include an interim loan agreement (the "Intermediate Holdco Interim Loan Agreement") and other appropriate documents (collectively, the "Intermediate Holdco Interim Loan Documents"). The Intermediate Holdco Interim Loan Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. It is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the Intermediate Holdco Interim Loan Documents shall, except as otherwise

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

	noted herein, and taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon such corresponding terms contained in the documentation for the CSC Senior Credit Facilities (it being understood that such adjustments shall be made as are customary in the context of an interim loan).
Use of Proceeds:	To finance in part the Transactions and to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the Intermediate Holdco Interim Loan Documents.
Closing Date:	The date of consummation of the Merger (the "Closing Date").
Availability:	On the Closing Date in one drawing.
Security:	None (including in respect of the Intermediate Holdco Rollover Securities and Intermediate Holdco Rollover Loans).
Ranking:	The Intermediate Holdco Interim Loan (and the Intermediate Holdco Rollover Securities and Intermediate Holdco Rollover Loans) will be a senior obligation of the Borrower ranking pari passu with all unsubordinated indebtedness of the Borrower and senior to all subordinated indebtedness of the Borrower.
Termination of Commitment:	The commitment in respect of the Intermediate Holdco Interim Loan will automatically and permanently terminate in its entirety on the Final Termination Date, if not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter. In addition, the commitment in respect of the Intermediate Holdco Interim Loan will automatically and permanently terminate in its entirety on the date of the consummation of the Merger to the extent not drawn down on such date.
Maturity:	The Intermediate Holdco Interim Loan will mature on the date (the "Initial Maturity Date") that is twelve months after the initial funding date (the "Funding"). Upon the satisfaction of the terms and conditions described under "Exchange Feature; Rollover Securities and Rollover Loans," the Intermediate Holdco Interim Loan will be exchanged for, at the option of each Lender, either (A) unsecured senior debt securities ("Intermediate Holdco Rollover Securities"), evidenced by an indenture in the form attached to the Intermediate Holdco Interim Loan Agreement and maturing on the date that occurs seven

years after the Initial Maturity Date or (B) unsecured senior loans maturing on the date that occurs seven years after the Initial Maturity Date (the "Intermediate Holdco Rollover Loans"), evidenced by the Intermediate Holdco Interim Loan Agreement.

Interest Rate:

(A) Intermediate Holdco Interim Loan. The Intermediate Holdco Interim Loan will bear interest at a rate per annum equal to (as determined on the Closing Date and each three-month period thereafter) three-month LIBOR plus the Spread (defined below). The "Spread" will initially be a certain number of basis points (the "Interim Initial Basis Points") set forth in Annex II to the Fee Letter. If the Intermediate Holdco Interim Loan is not repaid in full within six months following the Closing Date, the Spread will increase by an additional number of basis points (the "Additional Basis Points") set forth in Annex II to the Fee Letter at the end of such six-month period and shall increase by an additional number of basis points equal to the Additional Basis Points at the end of each three-month period thereafter. LIBOR will be adjusted for maximum statutory reserve requirements (if any).

Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed a certain percentage per annum (the "Interest Rate Cap") set forth in Annex II to the Fee Letter (exclusive of any additional interest payable due to an event of default).

(B) Intermediate Holdco Rollover Securities and Intermediate Holdco Rollover Loans. The Intermediate Holdco Rollover Securities and the Intermediate Holdco Rollover Loans will bear interest at a rate per annum equal to the greater (as determined on the Initial Maturity Date and each three-month period thereafter) of (i) three-month LIBOR plus a certain number of basis points (the "Rollover Basis Points") set forth in Annex II to the Fee Letter and (ii) the Initial Rate (defined below), in each case plus the Exchange Spread (as defined below). The "Initial Rate" shall be equal to the interest rate applicable to the Intermediate Holdco Interim Loan and in effect on the Initial Maturity Date. "Exchange Spread" shall mean the Additional Basis Points. LIBOR will be adjusted for maximum statutory reserve requirements (if any). At any time after the date that is six months following the Initial Maturity Date, any holder of Intermediate Holdco Rollover Securities or Intermediate Holdco Rollover Loans may elect, at its sole option, to fix the interest rate per annum on its Intermediate Holdco Rollover Securities or Intermediate Holdco Rollover Loans at the then effective rate of interest

per annum.

Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed the Interest Rate Cap (exclusive of any additional interest payable due to an event of default).

Default Rate:	Overdue principal, interest and other amounts under the Intermediate Holdco Interim Loan Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex II to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).
Interest Payment Dates:	(A) Intermediate Holdco Interim Loan. Quarterly, in arrears. (B) Intermediate Holdco Rollover Securities and Intermediate Holdco Rollover Loans. Semi-annually, in arrears.
Voluntary Prepayment:	The Intermediate Holdco Interim Loan may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, together with accrued interest to the date of prepayment, but without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).
Mandatory Prepayment:	Subject to paragraphs (i), (ii) and (iii) below, (A) 100% of the net cash proceeds of asset sales and other asset dispositions (including, without limitation, insurance proceeds) by Intermediate Holdco or any of its restricted subsidiaries (subject to exceptions, baskets and reinvestment rights to be agreed), (B) 100% of the net cash proceeds of the issuance or incurrence of debt by Intermediate Holdco or any of its restricted subsidiaries (subject to exceptions and baskets to be agreed) and (C) 100% of the net cash proceeds from any issuance of equity securities of Intermediate Holdco or any parent entity (whether direct or indirect, existing or future) of Intermediate Holdco in any public offering or private placement or from any capital contribution, in each case shall be applied as follows: first, to the Intermediate Holdco Interim Loan and then to the Super Holdco Interim Loan (ratably to the Super Holdco Senior

Interim Loan and the Super Holdco Senior PIK Interim Loan); and second, to the CSC Senior Credit Facilities.

(i) The net cash proceeds of the Intermediate Holdco Senior Notes and the Intermediate Holdco Take-out Securities shall be applied to reduce to zero the commitments in respect of, or, if after the Closing Date, to reduce to zero the funded amount of the Intermediate Holdco Interim Loan.

(ii) With respect to net cash proceeds of the disposition of assets by any restricted subsidiary of Intermediate Holdco or net cash proceeds of any issuance or incurrence of debt by any restricted subsidiary of Intermediate Holdco, in each case that would otherwise be required to be applied as provided above will be applied as set forth above if and only to the extent that no restricted subsidiary of Intermediate Holdco is required to repay its indebtedness (other than intercompany indebtedness) as in effect as of the date of the Commitment Letter with such net cash proceeds and there are no contractual or legal restrictions on the ability of Intermediate Holdco to access such net cash proceeds.

(iii) With respect to the net cash proceeds of the type described in clause (C) above in this section "Mandatory Prepayments", any such net cash proceeds shall be applied as set forth above to the extent such proceeds are not required to be applied by such parent to repay its indebtedness (other than intercompany indebtedness).

In addition, upon the occurrence of a Change of Control (to be defined), the Borrower will be required to offer to prepay the entire aggregate principal amount of the Intermediate Holdco Interim Loan (or the Intermediate Holdco Rollover Securities and Intermediate Holdco Rollover Loans) in cash at par or, in the case of Intermediate Holdco Rollover Securities upon which the interest rate has been fixed, with a prepayment premium of 1.0% of the principal amount thereof.

Each such prepayment shall be made together with accrued interest to the date of prepayment, but, except as noted above, without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).

Exchange Feature; Rollover Securities and Rollover Loans:

On the Initial Maturity Date, so long as no event of default has occurred and is continuing under the Intermediate Holdco Interim Loan Documents and all applicable fees have been paid in full, each Lender shall have its interest in

the Intermediate Holdco Interim Loan exchanged for Intermediate Holdco Rollover Loans. At any time on or after the Initial Maturity Date, any Lender may exchange all or any portion of its Intermediate Holdco Rollover Loans for Intermediate Holdco Rollover Securities, it being understood and agreed that upon any such exchange occurring within six months after the Initial Maturity Date, the Borrower shall be obligated to immediately pay to such holder a duration fee equal to 0.50% of the principal amount so exchanged. The Intermediate Holdco Rollover Securities and the Intermediate Holdco Rollover Loans will be (A) mandatorily redeemable or prepayable, as the case may be, under the same circumstances as the Intermediate Holdco Interim Loan, except that, in lieu of mandatory redemptions or prepayments, the Borrower shall be required to make mandatory offers to purchase or prepay such Intermediate Holdco Rollover Securities or Intermediate Holdco Rollover Loans and (B) optionally redeemable or prepayable, as the case may be, without premium or penalty or, if the holder has elected to fix the interest rate thereon, at declining premiums on terms customary for high-yield debt securities, including (subject to the next paragraph) four year no-call provisions; provided that on or before the third anniversary of the Closing Date, up to 35% of the aggregate principal amount of the Intermediate Holdco Rollover Loans and the Intermediate Holdco Rollover Securities will be optionally redeemable or prepayable, as the case may be, with the net cash proceeds of one or more Equity Offerings (to be defined), at par plus accrued interest plus a premium equal to the coupon in effect on the date on which the interest rate was fixed. In the case of any Intermediate Holdco Rollover Securities and Intermediate Holdco Rollover Loans that have a variable rate, any optional redemption or prepayment thereof shall be made pro rata between such Intermediate Holdco Rollover Securities and such Intermediate Holdco Rollover Loans. All mandatory offers to purchase or prepay shall be made pro rata between the Intermediate Holdco Rollover Securities and the Intermediate Holdco Rollover Loans.

Notwithstanding anything herein to the contrary, the Borrower shall be permitted to prepay Intermediate Holdco Rollover Securities at any time on or prior to the date that is six months following the Initial Maturity Date, so long as such prepayment is accompanied by a prepayment premium of 2.0% of the principal amount so prepaid.

The Intermediate Holdco Rollover Securities will be evidenced by an indenture in form suitable for qualification under the Trust Indenture Act and will otherwise contain

	covenants and other provisions customary for high yield debt securities similar to the Intermediate Holdco Rollover Securities (it being the intention of the parties that such covenants and customary provisions shall, taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon high yield debt securities issued by CSC). The Intermediate Holdco Rollover Loans will be evidenced by the Intermediate Holdco Interim Loan Agreement. The holders of the Intermediate Holdco Rollover Securities will be entitled to exchange offer and other registration rights to permit resale without restriction under applicable securities laws on terms no less favorable to the holders than those customarily applicable to an offering pursuant to Rule 144A (subject to applicable legal restrictions, including SEC staff interpretations).
Conditions to Effectiveness and to Intermediate Holdco Interim Loan:	The effectiveness of the Intermediate Holdco Interim Loan Documents and the making of the Intermediate Holdco Interim Loan shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Representations and Warranties:	Customary for facilities similar to the Intermediate Holdco Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that representations and warranties shall also apply to Intermediate Holdco).
Affirmative Covenants:	Customary for facilities similar to the Intermediate Holdco Interim Loan (including a covenant to refinance the Intermediate Holdco Interim Loan with Intermediate Holdco Senior Notes or Intermediate Holdco Take-out Securities as soon as reasonably possible) and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that affirmative covenants shall also apply to Intermediate Holdco). Upon the issuance of the Intermediate Holdco Rollover Securities and the Intermediate Holdco Rollover Loans, the affirmative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to affirmative covenants customary in an indenture for high yield debt securities issued by CSC.
Take-out Covenant:	The Intermediate Holdco Interim Loan Agreement will contain provisions pursuant to which the Borrower shall undertake to refinance in full the Intermediate Holdco Interim Loan as promptly as practicable through the

	issuance of the Intermediate Holdco Take-out Securities or otherwise in accordance with the Engagement Letter.
Negative Covenants:	Customary for facilities similar to the Intermediate Holdco Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that such negative covenants shall also apply to Intermediate Holdco) (subject to baskets and exceptions, where customary and appropriate), including the following: limitation on indebtedness and contingent obligations; limitation on liens and further negative pledges; limitation on investments; limitation on dividends and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25 to 1.00, to make the Minimum Distribution (as defined in the CSC Senior Credit Facilities Term Sheet)); limitation on redemptions and repurchases of equity interests; limitation on mergers, acquisitions and asset sales; limitation on issuance, sale or other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness. There shall be no financial maintenance covenants. Upon the issuance of the Intermediate Holdco Rollover Securities and the Intermediate Holdco Rollover Loans, the negative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to negative covenants customary in an indenture for high yield debt securities issued by CSC.
Events of Default:	Customary for facilities similar to the Intermediate Holdco Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood and agreed that such events of default shall also apply to Intermediate Holdco).
Yield Protection and Increased Costs:	Customary for facilities similar to the Intermediate Holdco Interim Loan.
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million (unless the Borrower and the Lead Arrangers otherwise consent or unless the assigning Lender's exposure is thereby reduced

	to zero). Assignments shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure (the "Required Lenders"), subject to amendments of certain provisions of the Intermediate Holdco Interim Loan Documents requiring the consent of Lenders having a greater share (or all) of the outstanding credit exposure.
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any Intermediate Holdco Interim Loan Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Borrower. The Borrower will indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relates to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the Intermediate Holdco Interim Loan Documents waive the right to trial by jury.
Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (and such local counsel as may be selected by the Lead Arrangers).

CONFIDENTIAL **EXHIBIT E**

RPH INTERIM LOAN

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	Rainbow Programming Holdings LLC ("RPH" or the "Borrower").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Banc of America Bridge LLC (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Banc of America Bridge LLC (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Interim Loan:	Senior interim loan (the "RPH Interim Loan") in a principal amount of $1.0 billion.
Documentation:	The documentation for the RPH Interim Loan will include an interim loan agreement (the "RPH Interim Loan Agreement") and other appropriate documents (collectively, the "RPH Interim Loan Documents"). The RPH Interim Loan Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. It is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the RPH Interim Loan Documents shall, except as otherwise noted herein, and taking into account the financings related to the Merger and the other

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

	Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon such corresponding terms contained in the documentation for the RNS Senior Credit Facilities (it being understood that such adjustments shall be made as are customary in the context of an interim loan).
Use of Proceeds:	To finance in part the Transactions and to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the RPH Interim Loan Documents.
Closing Date:	The date of consummation of the Merger (the "Closing Date").
Availability:	On the Closing Date in one drawing.
Security:	None (including in respect of the RPH Rollover Securities and RPH Rollover Loans).
Ranking:	The RPH Interim Loan (and the RPH Rollover Securities and RPH Rollover Loans) will be a senior obligation of the Borrower ranking pari passu with all unsubordinated indebtedness of the Borrower and senior to all subordinated indebtedness of the Borrower.
Termination of Commitment:	The commitment in respect of the RPH Interim Loan will automatically and permanently terminate in its entirety on the Final Termination Date, if not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter. In addition, the commitment in respect of the RPH Interim Loan will automatically and permanently terminate in its entirety on the date of the consummation of the Merger to the extent not drawn down on such date.
Maturity:	The RPH Interim Loan will mature on the date (the "Initial Maturity Date") that is twelve months after the initial funding date (the "Funding"). Upon the satisfaction of the terms and conditions described under "Exchange Feature; Rollover Securities and Rollover Loans," the RPH Interim Loan will be exchanged for, at the option of each Lender, either (A) unsecured senior debt securities ("RPH Rollover Securities"), evidenced by an indenture in the form attached to the RPH Interim Loan Agreement and maturing on the date that occurs nine years after the Initial Maturity Date or (B) unsecured senior loans maturing on the date that occurs nine years after the Initial Maturity Date (the "RPH Rollover Loans"), evidenced by the RPH Interim Loan Agreement.

Interest Rate:	(A) RPH Interim Loan. The RPH Interim Loan will bear interest at a rate per annum equal to the greater (as determined on the Closing Date and each three-month period thereafter) of (i) three-month LIBOR and (ii) a certain percentage (the "Interim Floor Percentage") set forth in Annex II to the Fee Letter, in each case plus the Spread (defined below). The "Spread" will initially be, with respect to clause (i) above, a certain number of basis points (the "Interim Initial Basis Points") set forth in Annex II to the Fee Letter; and with respect to clause (ii) above, a certain number of basis points (the "Interim Floor Basis Points") set forth in Annex II to the Fee Letter. If the RPH Interim Loan is not repaid in full within six months following the Closing Date, each Spread will increase by an additional number of basis points (the "Additional Basis Points") set forth in Annex II to the Fee Letter at the end of such six-month period and shall increase by an additional number of basis points equal to the Additional Basis Points at the end of each three-month period thereafter. LIBOR will be adjusted for maximum statutory reserve requirements (if any). Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed a certain percentage per annum (the "Interest Rate Cap") set forth in Annex II to the Fee Letter (exclusive of any additional interest payable due to an event of default). (B) RPH Rollover Securities and RPH Rollover Loans. The RPH Rollover Securities and the RPH Rollover Loans will bear interest at a rate per annum equal to the greater (as determined on the Initial Maturity Date and each three-month period thereafter) of (i) three-month LIBOR plus a certain number of basis points (the "Rollover Basis Points") set forth in Annex II to the Fee Letter and (ii) the Initial Rate (defined below), in each case plus the Exchange Spread (as defined below). The "Initial Rate" shall be equal to the interest rate applicable to the RPH Interim Loan and in effect on the Initial Maturity Date. "Exchange Spread" shall mean the Additional Basis Points. LIBOR will be adjusted for maximum statutory reserve requirements (if any). At any time after the date that is six months following the Initial Maturity Date, any holder of RPH Rollover Securities or RPH Rollover Loans may elect, at its sole option, to fix the interest rate per annum on its RPH Rollover Securities or RPH Rollover Loans at the then effective rate of interest per annum. Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed the Interest Rate Cap (exclusive of any additional interest payable due to an event of default).

Default Rate:	Overdue principal, interest and other amounts under the RPH Interim Loan Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex II to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).
Interest Payment Dates:	(A) RPH Interim Loan. Quarterly, in arrears. (B) RPH Rollover Securities and RPH Rollover Loans. Semi-annually, in arrears.
Voluntary Prepayment:	The RPH Interim Loan may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, together with accrued interest to the date of prepayment, but without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).
Mandatory Prepayment:	Subject to paragraphs (i), (ii) and (iii) below, (A) 100% of the net cash proceeds of asset sales and other asset dispositions (including, without limitation, insurance proceeds) by RPH or any of its restricted subsidiaries (subject to exceptions, baskets and reinvestment rights to be agreed), (B) 100% of the net cash proceeds of the issuance or incurrence of debt by RPH or any of its restricted subsidiaries (subject to exceptions and baskets to be agreed) and (C) 100% of the net cash proceeds from any issuance of equity securities of RPH or any parent entity (whether direct or indirect, existing or future) of Super Holdco in any public offering or private placement or from any capital contribution, in each case shall be applied as follows: first, to the RPH Interim Loan; and second, to the RNS Senior Credit Facilities. (i) The net cash proceeds of the RPH Senior Notes and the RPH Take-out Securities shall be applied to reduce to zero the commitments in respect of, or, if after the Closing Date, to reduce to zero the funded amount of the RPH Interim Loan.

(ii) With respect to net cash proceeds of the disposition of assets by any restricted subsidiary of RPH or net cash proceeds of any issuance or incurrence of debt by any restricted subsidiary of RPH, in each case that would otherwise be required to be applied as provided above will be applied as set forth above if and only to the extent that no restricted subsidiary of RPH is required to repay its indebtedness (other than intercompany indebtedness) as in effect as of the date of the Commitment Letter with such net cash proceeds and there are no contractual or legal restrictions on the ability of RPH to access such net cash proceeds.

(iii) With respect to the net cash proceeds of the type described in clause (C) above in this section "Mandatory Prepayments", any such net cash proceeds shall be applied as set forth above to the extent such proceeds are not required to be applied by such parent to repay its indebtedness (other than intercompany indebtedness).

In addition, upon the occurrence of a Change of Control (to be defined), the Borrower will be required to offer to prepay the entire aggregate principal amount of the RPH Interim Loan (or the RPH Rollover Securities and RPH Rollover Loans) in cash at par or, in the case of RPH Rollover Securities upon which the interest rate has been fixed, with a prepayment premium of 1.0% of the principal amount thereof.

Each such prepayment shall be made together with accrued interest to the date of prepayment, but, except as noted above, without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).

Exchange Feature; Rollover Securities and Rollover Loans:

On the Initial Maturity Date, so long as no event of default has occurred and is continuing under the RPH Interim Loan Documents and all applicable fees have been paid in full, each Lender shall have its interest in the RPH Interim Loan exchanged for RPH Rollover Loans. At any time on or after the Initial Maturity Date, any Lender may exchange all or any portion of its RPH Rollover Loans for RPH Rollover Securities, it being understood and agreed that upon any such exchange occurring within six months after the Initial Maturity Date, the Borrower shall be obligated to immediately pay to such holder a duration fee equal to 0.50% of the principal amount so exchanged. The RPH Rollover Securities and the RPH Rollover Loans will be (A) mandatorily redeemable or prepayable, as the case may be, under the same circumstances as the RPH Interim Loan, except that, in lieu of mandatory redemptions or

prepayments, the Borrower shall be required to make mandatory offers to purchase or prepay such RPH Rollover Securities or RPH Rollover Loans and (B) optionally redeemable or prepayable, as the case may be, without premium or penalty or, if the holder has elected to fix the interest rate thereon, at declining premiums on terms customary for high-yield debt securities, including (subject to the next paragraph) four year no-call provisions; provided that on or before the third anniversary of the Closing Date, up to 35% of the aggregate principal amount of the RPH Rollover Loans and the RPH Rollover Securities will be optionally redeemable or prepayable, as the case may be, with the net cash proceeds of one or more Equity Offerings (to be defined), at par plus accrued interest plus a premium equal to the coupon in effect on the date on which the interest rate was fixed. In the case of any RPH Rollover Securities and RPH Rollover Loans that have a variable rate, any optional redemption or prepayment thereof shall be made pro rata between such RPH Rollover Securities and such RPH Rollover Loans. All mandatory offers to purchase or prepay shall be made pro rata between the RPH Rollover Securities and the RPH Rollover Loans.

Notwithstanding anything herein to the contrary, the Borrower shall be permitted to prepay RPH Rollover Securities at any time on or prior to the date that is six months following the Initial Maturity Date, so long as such prepayment is accompanied by a prepayment premium of 2.0% of the principal amount so prepaid.

The RPH Rollover Securities will be evidenced by an indenture in form suitable for qualification under the Trust Indenture Act and will otherwise contain covenants and other provisions customary for high yield debt securities similar to the RPH Rollover Securities (it being the intention of the parties that such covenants and customary provisions shall, taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon high yield debt securities issued by RNS). The RPH Rollover Loans will be evidenced by the RPH Interim Loan Agreement. The holders of the RPH Rollover Securities will be entitled to exchange offer and other registration rights to permit resale without restriction under applicable securities laws on terms no less favorable to the holders than those customarily applicable to an offering pursuant to Rule 144A (subject to applicable legal restrictions, including SEC staff interpretations).

Conditions to Effectiveness and to RPH Interim Loan:	The effectiveness of the RPH Interim Loan Documents and the making of the RPH Interim Loan shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Representations and Warranties:	Customary for facilities similar to the RPH Interim Loan and no more restrictive than those for the RNS Senior Credit Facilities (it being understood that representations and warranties shall also apply to RPH).
Affirmative Covenants:	Customary for facilities similar to the RPH Interim Loan (including a covenant to refinance the RPH Interim Loan with the RPH Senior Notes or the RPH Take-out Securities as soon as reasonably possible) and no more restrictive than those for the RNS Senior Credit Facilities (it being understood that affirmative covenants shall also apply to RPH). Upon the issuance of the RPH Rollover Securities and the RPH Rollover Loans, the affirmative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to affirmative covenants customary in an indenture for high yield debt securities issued by RNS.
Take-out Covenant:	The RPH Interim Loan Agreement will contain provisions pursuant to which the Borrower shall undertake to refinance in full the RPH Interim Loan as promptly as practicable through the issuance of the RPH Take-out Securities or otherwise in accordance with the Engagement Letter.
Negative Covenants:	Customary for facilities similar to the RPH Interim Loan and no more restrictive than those for the RNS Senior Credit Facilities (it being understood that such negative covenants shall also apply to RPH) (subject to baskets and exceptions, where customary and appropriate), including the following: limitation on indebtedness and contingent obligations; limitation on liens and further negative pledges; limitation on investments; limitation on dividends and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25 to 1.00, to make the Minimum Distribution (as defined in the CSC Senior Credit Facilities Term Sheet)); limitation on redemptions and repurchases of equity interests; limitation on mergers, acquisitions and asset sales; limitation on issuance, sale or other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other

	payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness. There shall be no financial maintenance covenants. Upon the issuance of the RPH Rollover Securities and the RPH Rollover Loans, the negative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to negative covenants customary in an indenture for high yield debt securities issued by RNS.
Events of Default:	Customary for facilities similar to the RPH Interim Loan and no more restrictive than those for the RNS Senior Credit Facilities (it being understood and agreed that such events of default shall also apply to RPH).
Yield Protection and Increased Costs:	Customary for facilities similar to the RPH Interim Loan.
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million (unless the Borrower and the Lead Arrangers otherwise consent or unless the assigning Lender's exposure is thereby reduced to zero). Assignments shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure (the "Required Lenders"), subject to amendments of certain provisions of the RPH Interim Loan Documents requiring the consent of Lenders having a greater share (or all) of the outstanding credit exposure.
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any RPH Interim Loan Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local

	counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Borrower. The Borrower will indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relates to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the RPH Interim Loan Documents waive the right to trial by jury.
Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (and such local counsel as may be selected by the Lead Arrangers).

CONFIDENTIAL **EXHIBIT F**

RNS SENIOR CREDIT FACILITIES

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	Rainbow National Services LLC, a Delaware limited liability company ("RNS" or the "Borrower").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Bank of America, N.A. (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Bank of America, N.A. (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Senior Credit Facilities:	Senior secured credit facilities (the "RNS Senior Credit Facilities") in an aggregate principal amount of $1.030 billion, such RNS Senior Credit Facilities consisting of the following: (A) Term Loan B Facility. Term loan B facility in an aggregate principal amount of $730.0 million (the "Term Loan B Facility"). Loans made under the Term Loan B Facility are herein referred to as "Term Loans"). (B) Revolving Credit Facility. A revolving credit facility in an aggregate principal amount of $300.0 million (the "Revolving Credit Facility"). Loans made under the Revolving Credit Facility are herein referred to as "Revolving Loans"; the Term Loans and Revolving Loans are herein referred to collectively as "Loans". An amount to be agreed of the Revolving Credit Facility will be available as a letter of credit subfacility and as a swing line subfacility, in each case on customary terms.
Documentation:	The documentation for the RNS Senior Credit Facilities will include, among others, a credit agreement (the "Credit

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

Agreement"), guarantees and appropriate pledge, security interest and other collateral documents (collectively, the "Credit Documents"). The Borrower and the Guarantors (as defined below under the section entitled "Guarantors") are herein referred to as the "Loan Parties" and individually as a "Loan Party".

The Credit Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. As the RNS Senior Credit Facilities are intended to replace the Existing RNS Credit Facility, it is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the Credit Documents shall, except as otherwise noted herein, and taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon such corresponding terms contained in the documentation for the Existing RNS Credit Facility.

Closing Date: The date of the consummation of the Merger (the "Closing Date").

Use of Proceeds: The proceeds of the Term Loan B Facility will be used (a) to finance in part the Transactions and (b) to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the Credit Documents.

Proceeds of not more than an amount to be mutually agreed of the Revolving Credit Facility (the "Permitted Revolver Amount") may be used on the Closing Date to finance a portion of the Transactions. The Revolving Credit Facility will also be used after the Closing Date for working capital and general corporate purposes of the Borrower and its subsidiaries, subject to the terms and conditions set forth in the Credit Documents.

Availability: Term Loan B Facility.

The full amount of the Term Loan B Facility will be available on the Closing Date in one drawing.

Any and all advances made under the Term Loan B Facility that are repaid or prepaid may not be reborrowed.

Revolving Credit Facility.

The Revolving Credit Facility will be available on a fully

revolving basis, subject to the terms and conditions set forth in the Credit Documents, in the form of revolving advances, swing line advances and letters of credit issued on and after the Closing Date until the date that is six years after the Closing Date (the "R/C Termination Date"); provided, however, that (subject to the limitations set forth above) the Permitted Revolver Amount may be drawn on the Closing Date to finance in part the Transactions.

Guarantors: Each of the Borrower's direct and indirect domestic subsidiaries existing on the Closing Date that currently guarantee the Existing RNS Credit Facility and each of the Borrower's direct and indirect domestic "Restricted Subsidiaries" thereafter created or acquired, shall unconditionally guarantee, on a joint and several basis, all obligations of the Borrower under the RNS Senior Credit Facilities, other than any immaterial or inactive subsidiaries. Each guarantor of any of the RNS Senior Credit Facilities is herein referred to as a "Guarantor" and its guarantee is referred to herein as a "Guarantee."

Security: The RNS Senior Credit Facilities and the obligations of the Borrower under each interest rate protection agreement entered into with a Lender or any affiliate of a Lender will be secured by the following property (collectively, the "Collateral"):

(A) a perfected security interest in all of the capital stock (or other ownership interests) of each of the direct subsidiaries of the Borrower and the Guarantors pledged to secure the Existing RNS Credit Facility and in all of the capital stock (or other membership interests) of each of the direct subsidiaries of the Borrower and the Guarantors created or acquired after the Closing Date, in each case limited to, in the case of non-domestic subsidiaries, 65% of the shares of any direct, "first tier" non-domestic subsidiaries of the Borrower and the Guarantors. Notwithstanding the foregoing, the RNS Senior Credit Facilities shall not be secured by (a) ownership interests in subsidiaries that cannot be pledged without the consent of one or more third parties or governmental authorities, (b) interests in subsidiaries the pledge of which would be prohibited by contract, license, permit, applicable law or regulation (and not overridden by the UCC or other applicable law) and (c) other exceptions to be agreed (collectively, the "Pledged Equity Collateral"); and

(B) a perfected lien on, and security interest in, all of the tangible and intangible properties and assets (including all equipment, inventory, contract rights, real property interests, trademarks, trade names and other intellectual property and proceeds of the foregoing) of each Loan Party (collectively, other than the Pledged Equity Collateral, the "Other Pledged Collateral"), except in each case for those properties and assets (a) as to which the Lead Arrangers shall determine in their reasonable discretion that the costs of obtaining such security interest are excessive in

relation to the value of the security to be afforded thereby, (b) that cannot be pledged without the consent of one or more third parties, (c) that are subject to any restrictions and limitations relating to granting of any liens under applicable law or regulation (and not overridden by the UCC or other applicable law) or (d) that are subject to any restrictions and limitations relating to granting of any liens that are set forth in the indentures governing RNS' and its restricted subsidiaries' senior and senior subordinated notes as in effect as of the date of the Commitment Letter.

All such security interests will be created pursuant to documentation customary for facilities similar to the RNS Senior Credit Facilities and reasonably satisfactory in all respects to the Lead Arrangers and the Borrower. On the Closing Date, such security interests shall have become perfected (or arrangements for the perfection thereof reasonably satisfactory to the Lead Arrangers shall have been made) and the Lead Arrangers shall have received reasonably satisfactory evidence as to the enforceability, perfection and priority thereof, it being understood that, notwithstanding anything to the contrary in the Commitment Letter or its Exhibits, to the extent that any Collateral (other than the pledge and perfection of security interests (i) in domestic Pledged Equity Collateral and (ii) in other assets with respect to which a lien may be perfected by the filing of a financing statement under the UCC) is not provided on the Closing Date after the Borrower's use of commercially reasonable efforts to do so, the delivery of such collateral shall not constitute a condition precedent to the availability of the RNS Senior Credit Facilities on the Closing Date and the parties to the Commitment Letter acting reasonably shall negotiate arrangements for the delivery of such collateral within a reasonably satisfactory period following the Closing Date.

Termination of Commitments: The commitment in respect of all the RNS Senior Credit Facilities will automatically and permanently terminate in its entirety on the Final Termination Date, if the Term Loan B Facility is not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter.

Final Maturity: (A) Term Loan B Facility. The Term Loan B Facility will mature on the date that occurs eight years after the Closing Date.

(B) Revolving Credit Facility. The Revolving Credit Facility will mature on the R/C Termination Date.

Amortization Schedule: The Term Loan B Facility will amortize at a rate of 1.00% per annum on a quarterly basis (beginning with the first full quarter after the Closing Date) for the first six years after the Closing

	Date, with the balance paid on the Term Loan B Maturity Date.
Letters of Credit:	Letters of credit under the Revolving Credit Facility ("Letters of Credit") will be issued by a Lender or Lenders to be agreed by the Lead Arrangers and the Borrower (in such capacity, each an "Issuing Bank"). The issuance of all Letters of Credit shall be subject to the customary documentation requirements, procedures and fees of the Issuing Bank(s).
Interest Rates and Fees:	Interest rates and fees in connection with the RNS Senior Credit Facilities will be as specified on Annex I attached hereto.
Default Rate:	Overdue principal, interest and other amounts under the Credit Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex I to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).
Voluntary Prepayments/Reductions in Commitments:	(A) Term Loan B Facility. Advances under the Term Loan B Facility may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR borrowings, breakage costs related to prepayments not made on the last day of the relevant interest period). Voluntary prepayments of the Term Loan B Facility shall be applied pro rata to the remaining scheduled amortization payments in respect thereof. (B) Revolving Credit Facility. The unutilized portion of the commitments under the Revolving Credit Facility may be reduced and advances under the Revolving Credit Facility may be repaid at any time, in each case, at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR advances, breakage costs related to prepayments not made on the last day of the relevant interest period).
Mandatory Prepayments:	An amount equal to: (A) 100% of the net cash proceeds (including condemnation and insurance proceeds) of asset sales and other asset dispositions by RNS or any of its restricted subsidiaries (including, without limitation, insurance proceeds and subject to baskets, exceptions and reinvestment rights to be agreed upon), and (B) 100% of the net cash proceeds of the issuance or incurrence of debt by RNS or any of its restricted subsidiaries (subject to baskets and exceptions to be agreed upon),

	in each case shall be applied as follows: first, if permitted by the terms of any indenture to which the Borrower and, if applicable, RPH are a party, to the RPH Interim Loan, and second, to the RNS Senior Credit Facilities. Mandatory prepayments will be applied to the Term Loan B Facility. Any application to the Term Loan B Facility shall be applied pro rata to the remaining scheduled amortization payments. To the extent that the amount to be applied to the prepayment of Term Loans exceeds the aggregate amount of Term Loans then outstanding, such excess shall be applied to the Revolving Facility to permanently reduce the commitments thereunder; provided, however, that if at the time of such application the aggregate commitments under the Revolving Credit Facility are equal to or less than $100 million ("Threshold"), then such excess shall not be required to permanently reduce the commitments under the Revolving Credit Facility, and in no event shall such excess permanently reduce the commitments under the Revolving Credit Facility below the Threshold. Advances under the Revolving Credit Facility will be immediately prepaid to the extent that the aggregate extensions of credit under the Revolving Credit Facility exceed the commitments then in effect under the Revolving Credit Facility.
Conditions to Effectiveness and to Initial Advances:	The effectiveness of the Credit Agreement and the making of the initial Loans under the RNS Senior Credit Facilities shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Conditions to All Extensions of Credit:	Each extension of credit under the RNS Senior Credit Facilities will be subject to (A) the absence of any Default or Event of Default (to be defined), (B) the continued accuracy of representations and warranties in all material respects (which materiality exception will not apply to representations and warranties to the extent already qualified by materiality standards) and (C) delivery of a notice of borrowing.
Representations and Warranties:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RNS Senior Credit Facilities.
Affirmative Covenants:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RNS Senior Credit Facilities.
Negative Covenants:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RNS Senior Credit Facilities (all such covenants to be subject to customary baskets and exceptions and such others to be agreed upon), but in any event

	including: limitation on indebtedness and contingent obligations (which shall permit the incurrence of indebtedness (including additional secured indebtedness up to an amount to be agreed), so long as there is no default or event of default and the Borrower is in pro forma compliance with a leverage or interest coverage ratio to be agreed); limitation on liens and further negative pledges; limitation on investments; limitation on dividends, redemptions and repurchases of equity interests and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25 to 1.00, to make the Minimum Distribution (as defined in the CSC Senior Credit Facilities Term Sheet)); limitation on mergers, acquisitions and asset sales; limitation on issuance, sale and other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness (other than subordinated indebtedness under existing indentures).
Financial Covenants:	With respect to the Revolving Credit Facility only, financial maintenance covenants appropriate in the context of the proposed transaction, and customary for facilities similar to the RNS Senior Credit Facilities, consisting of (definitions and numerical calculations to be set forth in the Credit Agreement): (a) total leverage ratio; (b) interest coverage ratio; and (c) senior secured leverage ratio; and shall be substantially consistent with the financial maintenance covenants contained in the Existing RNS Credit Facility (in existence as of the date of the Commitment Letter), and, notwithstanding the foregoing, with covenant levels to be mutually agreed.
Events of Default:	Subject to the provisions set forth under “Documentation” above, customary for facilities similar to the RNS Senior Credit Facilities, but in any event including: breach of representation or warranty; nonpayment of principal, interest, fees or other amounts; breach of covenants; change of control; bankruptcy, insolvency proceedings, etc.; judgment defaults; ERISA defaults; cross-defaults to other indebtedness (provided that failure to comply with financial maintenance covenants in the Revolving Credit Facility shall not trigger a cross default to the Term Loan B Facility); and actual or asserted invalidity of loan documentation.
Yield Protection and Increased Costs; and Replacement of Lenders:	Subject to the provisions set forth under “Documentation” above, customary for facilities similar to the RNS Senior Credit Facilities, including protective provisions for such matters as defaulting banks, capital adequacy, increased costs, reserves,

	funding losses, breakage costs, illegality and withholding taxes. Subject to customary conditions (including that no default shall have occurred and be continuing), the Borrower shall have the right to replace any Lender that (a) charges an amount with respect to contingencies described in the immediately preceding paragraph or (b) refuses to consent to certain amendments or waivers of the RNS Senior Credit Facilities which expressly require the consent of such Lender and which have been approved by the Required Lenders (or, in certain circumstances applicable to a particular tranche, a majority of the applicable tranche of Lenders).
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million for the Term Loan B Facility and $5.0 million for the Revolving Credit Facility (unless the Borrower and the Lead Arrangers otherwise consent or unless the assigning Lender's exposure is thereby reduced to zero). Assignments (which may be non-pro rata among the RNS Senior Credit Facilities) shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure under the RNS Senior Credit Facilities (the "Required Lenders"), subject to amendments or waivers of certain provisions of the Credit Documents requiring the consent of each affected Lender (or all Lenders) or Lenders having a majority of the outstanding credit exposure under each affected RNS Senior Credit Facility (including a requirement for a majority of the Lenders under the Revolving Credit Facility to approve waivers or amendments affecting the conditions to additional advances under the Revolving Credit Facility).
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the negotiation, preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any Credit Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Loan Parties.

	The Loan Parties will jointly and severally indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and hold them harmless from and against all costs, expenses (including fees, disbursements and other charges of counsel) and all liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relate to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the Credit Documents waive the right to trial by jury.
Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (including local counsel as selected by the Lead Arrangers).

ANNEX I

Interest Rates and Fees:	The Borrower will be entitled to make borrowings based on the ABR plus the Applicable Margin or LIBOR plus the Applicable Margin. The Loans under the RNS Senior Credit Facilities will bear interest, at the option of the Borrower, at (a) ABR plus the Applicable Margin or (b) LIBOR plus the Applicable Margin. The "Applicable Margin" with respect to the Revolving Credit Facility will be (a) prior to the Trigger Date (as defined below), a percentage per annum set forth in Annex I to the Fee Letter and (b) on and after the Trigger Date, determined pursuant to a grid to be determined which will be based on the Total Leverage Ratio (to be defined). The "Applicable Margin" with respect to the Term Loan B Facility will be a percentage per annum set forth in Annex I to the Fee Letter. "Trigger Date" means the first date after the Closing Date on which the Borrower delivers financial statements and a computation of the Total Leverage Ratio (to be defined) for the first fiscal quarter ended at least three months after the Closing Date in accordance with the Credit Agreement. Unless consented to by the Lead Arrangers in their sole discretion, no LIBOR Loans may be elected on the Closing Date and thereafter all LIBOR Loans will have a 30 day interest period ending on the same date approximately 30 days after the Closing Date (unless the completion of the primary syndication of the RNS Senior Credit Facilities as determined by the Lead Arrangers shall have occurred). "ABR" means the higher of (a) the prime rate of interest announced or established by the Lender acting as the Administrative Agent from time to time, changing effective on the date of announcement or establishment of said prime rate changes and (b) the Federal Funds Rate plus 0.50% per annum. The prime rate is not necessarily the lowest rate charged by the Lender acting as the Administrative Agent to its customers. "LIBOR" means the rate published by such source to be agreed upon or, if not available, determined by the Administrative Agent to be available to the Lenders in the London interbank market for deposits in US Dollars in the amount of, and for a maturity corresponding to, the amount of the applicable LIBOR

advance, as adjusted for maximum statutory reserves.

The Borrower may select interest periods of one, two, three or six months and, if available to all Lenders, nine or twelve months, for LIBOR borrowings. Interest will be payable in arrears (a) in the case of ABR advances, at the end of each quarter and (b) in the case of LIBOR advances, at the end of each interest period and, in the case of any interest period longer than three months, no less frequently than every three months. Interest on all borrowings shall be calculated on the basis of the actual number of days elapsed over (a) in the case of LIBOR Loans, a 360-day year and (b) in the case of ABR Loans, a 365-or 366-day year, as the case may be.

Commitment fees accrue on the undrawn amount of the Revolving Credit Facility, commencing on the Closing Date. The commitment fee in respect of the Revolving Credit Facility will be a percentage per annum (the "Unutilized Commitment Fee Percentage") set forth in Annex I to the Fee Letter.

All commitment fees will be payable in arrears at the end of each quarter and upon any termination of any commitment, in each case for the actual number of days elapsed over a 360-day year.

Letter of Credit fees will be payable for the account of the Revolving Credit Facility Lenders on the daily average undrawn face amount of each Letter of Credit at a rate per annum equal to the Applicable Margin for Loans under the Revolving Credit Facility that bear interest at LIBOR in effect at such time, which fees shall be paid quarterly in arrears. In addition, an issuing fee on the face amount of each Letter of Credit equal to a percentage per annum (the "Issuing Fee Percentage") set forth in Annex I to the Fee Letter shall be payable to the Issuing Bank for its own account, which fee shall also be payable quarterly in arrears.

The Lead Arrangers and the Administrative Agent shall receive such other fees as shall have been separately agreed with the Borrower in the fee letter between them.

CONFIDENTIAL **EXHIBIT G**

RPP SENIOR CREDIT FACILITIES

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	Regional Programming Partners ("RPP" or the "Borrower").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Bank of America, N.A. (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Bank of America, N.A. (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Senior Credit Facilities:	Senior secured credit facilities (the "RPP Senior Credit Facilities") in an aggregate principal amount of $950.0 million, such RPP Senior Credit Facilities consisting of the following: (A) Term Loan B Facility. Term loan B facility in an aggregate principal amount of $900.0 million (the "Term Loan B Facility"). Loans made under the Term Loan B Facility are herein referred to as "Term Loans"). (B) Revolving Credit Facility. A revolving credit facility in an aggregate principal amount of $50.0 million (the "Revolving Credit Facility"). Loans made under the Revolving Credit Facility are herein referred to as "Revolving Loans"; the Term Loans and Revolving Loans are herein referred to collectively as "Loans". An amount to be agreed of the Revolving Credit Facility will be available as a letter of credit subfacility and as a swing line subfacility, in each case on customary terms.
Documentation:	The documentation for the RPP Senior Credit Facilities will include, among others, a credit agreement (the "Credit Agreement"), guarantees and appropriate pledge, security

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

interest and other collateral documents (collectively, the "Credit Documents"). The Borrower and the Guarantors (as defined below under the section entitled "Guarantors") are herein referred to as the "Loan Parties" and individually as a "Loan Party".

The Credit Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. It is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the Credit Documents shall, taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be customary for facilities similar to the RPP Senior Credit Facilities.

Closing Date: The date of the consummation of the Merger (the "Closing Date").

Use of Proceeds: The proceeds of the Term Loan B Facility will be used (a) to finance in part the Transactions and (b) to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the Credit Documents.

The Revolving Credit Facility will also be used after the Closing Date for working capital and general corporate purposes of the Borrower and its subsidiaries, subject to the terms and conditions set forth in the Credit Documents.

Availability: Term Loan B Facility.
The full amount of the Term Loan B Facility will be available on the Closing Date in one drawing.

Any and all advances made under the Term Loan B Facility that are repaid or prepaid may not be reborrowed.

Revolving Credit Facility.

The Revolving Credit Facility will be available on a fully revolving basis, subject to the terms and conditions set forth in the Credit Documents, in the form of revolving advances, swing line advances and letters of credit issued on and after the Closing Date until the date that is five years after the Closing Date (the "R/C Termination Date"); provided, however, that (subject to the limitations set forth above) no amount may be drawn on the

Closing Date.

Guarantors: The direct parent of the Borrower and each of the Borrower's direct and indirect wholly-owned domestic "Restricted Subsidiaries" existing on the date hereof or thereafter created or acquired, shall unconditionally guarantee, on a joint and several basis, all obligations of the Borrower under the RPP Senior Credit Facilities, other than (a) any immaterial or inactive subsidiaries and (b) any other subsidiary if the entering into such a guarantee would cause it to breach any law, regulations (including sports league constituent documents and regulations) or agreement applicable to it or to which it is a party. Each guarantor of any of the RPP Senior Credit Facilities is herein referred to as a "Guarantor" and its guarantee is referred to herein as a "Guarantee."

Security: The RPP Senior Credit Facilities and the obligations of the Borrower under each interest rate protection agreement entered into with a Lender or any affiliate of a Lender will be secured by the following property (collectively, the "Collateral"):

(A) a perfected security interest in all of the capital stock (or other membership interests) of each of the direct subsidiaries of the Borrower and the Guarantors existing on the Closing Date or thereafter created or acquired, limited to, in the case of non-domestic subsidiaries, 65% of the shares of any direct, "first tier" non-domestic subsidiaries of the Borrower and the Guarantors. Notwithstanding the foregoing, the RPP Senior Credit Facilities shall not be secured by (a) ownership interests in subsidiaries that cannot be pledged without the consent of one or more third parties or governmental entities, (b) interests in subsidiaries the pledge of which would be prohibited by contract, license, permit, applicable law or regulation (and not overridden by the UCC or other applicable law) and (c) other exceptions to be agreed (collectively, the "Pledged Equity Collateral"); and

(B) a perfected lien on, and security interest in, all of the tangible and intangible properties and assets (including all equipment, inventory, contract rights, real property interests, trademarks, trade names and other intellectual property and proceeds of the foregoing) of each Loan Party (collectively, other than the Pledged Equity Collateral, the "Other Pledged Collateral"), except in each case for those properties and assets (a) as to which the Lead Arrangers shall determine in their reasonable discretion that the costs of obtaining such security interest are excessive in relation to the value of the security to be afforded thereby, (b) that cannot be pledged without the consent of one or more third parties or governmental entities, (c) that are subject to any restrictions and limitations relating to granting of any liens under contract, license, permit, applicable law or regulation (and not overridden by the UCC or other applicable law) or (d) that are

	subject to any restrictions and limitations relating to granting of any liens that are set forth in any agreements to which RPP is a party as in effect as of the date of the Commitment Letter. All such security interests will be created pursuant to documentation customary for facilities similar to the RPP Senior Credit Facilities and reasonably satisfactory in all respects to the Lead Arrangers and the Borrower. On the Closing Date, such security interests shall have become perfected (or arrangements for the perfection thereof reasonably satisfactory to the Lead Arrangers shall have been made) and the Lead Arrangers shall have received reasonably satisfactory evidence as to the enforceability, perfection and priority thereof, it being understood that, notwithstanding anything to the contrary in the Commitment Letter or its Exhibits, to the extent that any Collateral (other than the pledge and perfection of security interests (i) in domestic Pledged Equity Collateral and (ii) in other assets with respect to which a lien may be perfected by the filing of a financing statement under the UCC) is not provided on the Closing Date after the Borrower's use of commercially reasonable efforts to do so, the delivery of such collateral shall not constitute a condition precedent to the availability of the RPP Senior Credit Facilities on the Closing Date and the parties to the Commitment Letter acting reasonably shall negotiate arrangements for the delivery of such collateral within a reasonably satisfactory period following the Closing Date.
Termination of Commitments:	The commitment in respect of all the RPP Senior Credit Facilities will automatically and permanently terminate in its entirety on the Final Termination Date, if the Term Loan B Facility is not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter.
Final Maturity:	(A) Term Loan B Facility. The Term Loan B Facility will mature on the date that occurs seven years after the Closing Date. (B) Revolving Credit Facility. The Revolving Credit Facility will mature on the R/C Termination Date.
Amortization Schedule:	The Term Loan B Facility will amortize at a rate to be determined, with the balance paid on the Term Loan B Maturity Date.
Letters of Credit:	Letters of credit under the Revolving Credit Facility ("Letters of Credit") will be issued by a Lender or Lenders to be agreed by the Lead Arrangers and the Borrower (in such capacity, each an "Issuing Bank"). The issuance of all Letters of Credit shall be subject to the customary documentation requirements,

procedures and fees of the Issuing Bank(s).

Interest Rates and Fees: Interest rates and fees in connection with the RPP Senior Credit Facilities will be as specified on Annex I attached hereto.

Default Rate: Overdue principal, interest and other amounts under the Credit Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex I to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).

Voluntary Prepayments/Reductions in Commitments: (A) Term Loan B Facility. Advances under the Term Loan B Facility may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR borrowings, breakage costs related to prepayments not made on the last day of the relevant interest period).

Voluntary prepayments of the Term Loan B Facility shall be applied pro rata to the remaining scheduled amortization payments in respect thereof.

(B) Revolving Credit Facility. The unutilized portion of the commitments under the Revolving Credit Facility may be reduced and advances under the Revolving Credit Facility may be repaid at any time, in each case, at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR advances, breakage costs related to prepayments not made on the last day of the relevant interest period).

Mandatory Prepayments: An amount equal to:

(A) 100% of the net cash proceeds (including condemnation and insurance proceeds) of asset sales and other asset dispositions by RPP's direct parent entity, RPP or any of its restricted subsidiaries (including, without limitation, insurance proceeds and subject to customary baskets, exceptions and reinvestment rights to be agreed upon), and

(B) 100% of the net cash proceeds of the issuance or incurrence of debt by RPP's direct parent entity, RPP or any of its restricted subsidiaries (subject to customary baskets and exceptions to be agreed upon).

With respect to net cash proceeds of the disposition of assets by any restricted subsidiary of RPP or net cash proceeds of any issuance or incurrence of debt by any restricted subsidiary of RPP in each case that would otherwise be required to be applied as provided above will be applied as set forth above if and only to the extent that (x) such subsidiary is not required to repay its

	indebtedness (other than intercompany indebtedness) with such net cash proceeds, (y) there are no contractual or legal restrictions on the ability of RPP to access such net cash proceeds and (z) no parent of RPP, and neither RPP nor any of its restricted subsidiaries is required under its existing indebtedness (other than intercompany indebtedness) as in effect of the date of the Commitment Letter to repay such indebtedness with such net cash proceeds. Mandatory prepayments will be applied to the Term Loan B Facility. Any application to the Term Loan B Facility shall be applied pro rata to the remaining scheduled amortization payments. To the extent that the amount to be applied to the prepayment of Term Loans exceeds the aggregate amount of Term Loans then outstanding, such excess shall be applied to the Revolving Facility to permanently reduce the commitments thereunder; provided, however, that if at the time of such application the aggregate commitments under the Revolving Credit Facility are equal to or less than $10 million ("Threshold"), then such excess shall not be required to permanently reduce the commitments under the Revolving Credit Facility, and in no event shall such excess permanently reduce the commitments under the Revolving Credit Facility below the Threshold. Advances under the Revolving Credit Facility will be immediately prepaid to the extent that the aggregate extensions of credit under the Revolving Credit Facility exceed the commitments then in effect under the Revolving Credit Facility.
Conditions to Effectiveness and to Initial Advances:	The effectiveness of the Credit Agreement and the making of the initial Loans under the RPP Senior Credit Facilities shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Conditions to All Extensions of Credit:	Each extension of credit under the RPP Senior Credit Facilities will be subject to (A) the absence of any Default or Event of Default (to be defined), (B) the continued accuracy of representations and warranties in all material respects (which materiality exception will not apply to representations and warranties to the extent already qualified by materiality standards) and (C) delivery of a notice of borrowing.
Representations and Warranties:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RPP Senior Credit Facilities.
Affirmative Covenants:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RPP Senior Credit Facilities.

Negative Covenants:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RPP Senior Credit Facilities (all such covenants to be subject to customary baskets and exceptions and such others to be agreed upon), but in any event including: limitation on indebtedness and contingent obligations (which shall permit the incurrence of indebtedness (including additional secured indebtedness up to an amount to be agreed), so long as there is no default or event of default and the Borrower is in pro forma compliance with a leverage or interest coverage ratio to be agreed); limitation on liens and further negative pledges; limitation on investments; limitation on dividends, redemptions and repurchases of equity interests and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25 to 1.00, to make the Minimum Distribution (as defined in the CSC Senior Credit Facilities Term Sheet)); limitation on mergers, acquisitions and asset sales; limitation on issuance, sale and other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness.
Financial Covenants:	With respect to the Revolving Credit Facility only, financial maintenance covenants appropriate in the context of the proposed transaction, and customary for facilities similar to the RPP Senior Credit Facilities, consisting of (definitions and numerical calculations to be set forth in the Credit Agreement): (a) total leverage ratio; (b) interest coverage ratio; and (c) senior secured leverage ratio; with covenant levels to be mutually agreed.
Events of Default:	Subject to the provisions set forth under "Documentation" above, customary for facilities similar to the RPP Senior Credit Facilities, but in any event including: breach of representation or warranty; nonpayment of principal, interest, fees or other amounts; breach of covenants; change of control; bankruptcy, insolvency proceedings, etc.; judgment defaults; ERISA defaults; cross-defaults to other indebtedness (provided that failure to comply with financial maintenance covenants in the Revolving Credit Facility shall not trigger a cross default to the Term Loan B Facility); and actual or asserted invalidity of loan documentation.
Yield Protection and Increased Costs; and Replacement of Lenders:	Customary for facilities similar to the RPP Senior Credit Facilities, including protective provisions for such matters as defaulting banks, capital adequacy, increased costs, reserves, funding losses, breakage costs, illegality and withholding taxes.

	Subject to customary conditions (including that no default shall have occurred and be continuing), the Borrower shall have the right to replace any Lender that (a) charges an amount with respect to contingencies described in the immediately preceding paragraph or (b) refuses to consent to certain amendments or waivers of the RPP Senior Credit Facilities which expressly require the consent of such Lender and which have been approved by the Required Lenders (or, in certain circumstances applicable to a particular tranche, a majority of the applicable tranche of Lenders).
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million for the Term Loan B Facility and $5.0 million for the Revolving Credit Facility (unless the Borrower and the Lead Arrangers otherwise consent or unless the assigning Lender's exposure is thereby reduced to zero). Assignments (which may be non-pro rata among the RPP Senior Credit Facilities) shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure under the RPP Senior Credit Facilities (the "Required Lenders"), subject to amendments or waivers of certain provisions of the Credit Documents requiring the consent of each affected Lender (or all Lenders) or Lenders having a majority of the outstanding credit exposure under each affected RPP Senior Credit Facility (including a requirement for a majority of the Lenders under the Revolving Credit Facility to approve waivers or amendments affecting the conditions to additional advances under the Revolving Credit Facility).
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the negotiation, preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any Credit Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Loan Parties. The Loan Parties will jointly and severally indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and

	hold them harmless from and against all costs, expenses (including fees, disbursements and other charges of counsel) and all liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relate to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the Credit Documents waive the right to trial by jury.
Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (including local counsel as selected by the Lead Arrangers).

ANNEX I

Interest Rates and Fees:	The Borrower will be entitled to make borrowings based on the ABR plus the Applicable Margin or LIBOR plus the Applicable Margin. The Loans under the RPP Senior Credit Facilities will bear interest, at the option of the Borrower, at (a) ABR plus the Applicable Margin or (b) LIBOR plus the Applicable Margin. The "Applicable Margin" with respect to the Revolving Credit Facility will be (a) prior to the Trigger Date (as defined below), a percentage per annum set forth in Annex I to the Fee Letter and (b) on and after the Trigger Date, determined pursuant to a grid to be determined which will be based on the Total Leverage Ratio (to be defined). The "Applicable Margin" with respect to the Term Loan B Facility will be a percentage per annum set forth in Annex I to the Fee Letter. "Trigger Date" means the first date after the Closing Date on which the Borrower delivers financial statements and a computation of the Total Leverage Ratio (to be defined) for the first fiscal quarter ended at least three months after the Closing Date in accordance with the Credit Agreement. Unless consented to by the Lead Arrangers in their sole discretion, no LIBOR Loans may be elected on the Closing Date and thereafter all LIBOR Loans will have a 30 day interest period ending on the same date approximately 30 days after the Closing Date (unless the completion of the primary syndication of the RPP Senior Credit Facilities as determined by the Lead Arrangers shall have occurred). "ABR" means the higher of (a) the prime rate of interest announced or established by the Lender acting as the Administrative Agent from time to time, changing effective on the date of announcement or establishment of said prime rate changes and (b) the Federal Funds Rate plus 0.50% per annum. The prime rate is not necessarily the lowest rate charged by the Lender acting as the Administrative Agent to its customers. "LIBOR" means the rate published by such source to be agreed upon or, if not available, determined by the Administrative Agent to be available to the Lenders in the London interbank market for deposits in US Dollars in the amount of, and for a maturity corresponding to, the amount of the applicable LIBOR

advance, as adjusted for maximum statutory reserves.

The Borrower may select interest periods of one, two, three or six months and, if available to all Lenders, nine or twelve months, for LIBOR borrowings. Interest will be payable in arrears (a) in the case of ABR advances, at the end of each quarter and (b) in the case of LIBOR advances, at the end of each interest period and, in the case of any interest period longer than three months, no less frequently than every three months. Interest on all borrowings shall be calculated on the basis of the actual number of days elapsed over (a) in the case of LIBOR Loans, a 360-day year and (b) in the case of ABR Loans, a 365-or 366-day year, as the case may be.

Commitment fees accrue on the undrawn amount of the Revolving Credit Facility, commencing on the Closing Date. The commitment fee in respect of the Revolving Credit Facility will be a percentage per annum (the "Unutilized Commitment Fee Percentage") set forth in Annex I to the Fee Letter.

All commitment fees will be payable in arrears at the end of each quarter and upon any termination of any commitment, in each case for the actual number of days elapsed over a 360-day year.

Letter of Credit fees will be payable for the account of the Revolving Credit Facility Lenders on the daily average undrawn face amount of each Letter of Credit at a rate per annum equal to the Applicable Margin for Loans under the Revolving Credit Facility that bear interest at LIBOR in effect at such time, which fees shall be paid quarterly in arrears. In addition, an issuing fee on the face amount of each Letter of Credit equal to a percentage per annum (the "Issuing Fee Percentage") set forth in Annex I to the Fee Letter shall be payable to the Issuing Bank for its own account, which fee shall also be payable quarterly in arrears.

The Lead Arrangers and the Administrative Agent shall receive such other fees as shall have been separately agreed with the Borrower in the fee letter between them.

CONFIDENTIAL **EXHIBIT H**

SUPER HOLDCO SENIOR PIK INTERIM LOAN

SUMMARY OF TERMS AND CONDITIONS[1]

Borrower:	A newly formed direct, wholly-owned subsidiary of Central Park (the "Borrower" or "Super Holdco").
Joint Lead Arrangers and Joint Bookrunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and Banc of America Securities LLC (in such capacity, the "Lead Arrangers").
Syndication Agents and Documentation Agents:	Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear, Stearns & Co. Inc. and/or Banc of America Securities LLC.
Administrative Agent:	Merrill Lynch Capital Corporation, Bear Stearns Corporate Lending Inc. or Banc of America Bridge LLC (in such capacity, the "Administrative Agent").
Lenders:	Merrill Lynch Capital Corporation (or one of its affiliates), Bear Stearns Corporate Lending Inc. (or one of its affiliates), Banc of America Bridge LLC (or one of its affiliates) and a syndicate of financial institutions (collectively, the "Lenders") arranged by the Lead Arrangers in accordance with the provisions set forth in Section 2 of the Commitment Letter.
Interim Loan:	Senior PIK toggle interim loan (the "Super Holdco Senior PIK Interim Loan") in a principal amount of $1.75 billion.
Documentation:	The documentation for the Super Holdco Senior PIK Interim Loan will include an interim loan agreement (the "Super Holdco Senior PIK Interim Loan Agreement") and other appropriate documents (collectively, the "Super Holdco Senior PIK Interim Loan Documents"). The Super Holdco Senior PIK Interim Loan Documents will contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree, it being understood that there shall not be any conditions to the Closing Date other than as set forth herein, in the Commitment Letter and Exhibit I thereto. It is the intention of the parties that the representations and warranties, covenants, events of default and other customary provisions (including definitions related to such provisions) contained in the Super Holdco Senior PIK Interim Loan Documents shall, except as

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

	otherwise noted herein, and taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon such corresponding terms contained in the documentation for the CSC Senior Credit Facilities (it being understood that such adjustments shall be made as are customary in the context of an interim loan).
Use of Proceeds:	To finance in part the Transactions and to pay related fees and expenses in connection with the foregoing, subject to the terms and conditions set forth in the Super Holdco Senior PIK Interim Loan Documents.
Closing Date:	The date of consummation of the Merger (the "Closing Date").
Availability:	On the Closing Date in one drawing.
Security:	None (including in respect of the Super Holdco Senior PIK Rollover Securities and Super Holdco Senior PIK Rollover Loans).
Ranking:	The Super Holdco Senior PIK Interim Loan (and the Super Holdco Senior PIK Rollover Securities and Super Holdco Senior PIK Rollover Loans) will be a senior obligation of the Borrower ranking pari passu with all unsubordinated indebtedness of the Borrower and senior to all subordinated indebtedness of the Borrower.
Termination of Commitment:	The commitment in respect of the Super Holdco Senior PIK Interim Loan will automatically and permanently terminate in its entirety on the Final Termination Date, if not drawn down on or prior to such date, or sooner if such commitment is terminated in accordance with the Commitment Letter. In addition, the commitment in respect of the Super Holdco Senior PIK Interim Loan will automatically and permanently terminate in its entirety on the date of the consummation of the Merger to the extent not drawn down on such date.
Maturity:	The Super Holdco Senior PIK Interim Loan will mature on the date (the "Initial Maturity Date") that is twelve months after the initial funding date (the "Funding").
	Upon the satisfaction of the terms and conditions described under "Exchange Feature; Rollover Securities and Rollover Loans," the Super Holdco Senior PIK Interim Loan will be exchanged for, at the option of each Lender, either (A) unsecured senior debt securities ("Super Holdco Senior PIK Rollover Securities"), evidenced by an indenture in the

form attached to the Super Holdco Senior PIK Interim Loan Agreement and maturing on the date that occurs nine years after the Initial Maturity Date or (B) unsecured senior loans maturing on the date that occurs nine years after the Initial Maturity Date (the "Super Holdco Senior PIK Rollover Loans"), evidenced by the Super Holdco Senior PIK Interim Loan Agreement.

Interest Rate:

(A) Super Holdco Senior PIK Interim Loan. The Super Holdco Senior PIK Interim Loan will bear interest at a rate per annum equal to the greater (as determined on the Closing Date and each three-month period thereafter) of (i) three-month LIBOR and (ii) a certain percentage (the "Interim Floor Percentage") set forth in Annex II to the Fee Letter, in each case plus the Spread (defined below). The "Spread" will initially be, with respect to clause (i) above, a certain number of basis points (the "Interim Initial Basis Points") set forth in Annex II to the Fee Letter; and with respect to clause (ii) above, a certain number of basis points (the "Interim Floor Basis Points") set forth in Annex II to the Fee Letter. If the Super Holdco Senior PIK Interim Loan is not repaid in full within six months following the Closing Date, each Spread will increase by an additional number of basis points (the "Additional Basis Points") set forth in Annex II to the Fee Letter at the end of such six-month period and shall increase by an additional number of basis points equal to the Additional Basis Points at the end of each three-month period thereafter. LIBOR will be adjusted for maximum statutory reserve requirements (if any).

At any time subsequent to the Closing Date, with respect to an interest period (the "Toggle Term"), the Borrower may, in its sole discretion, elect to pay interest on 50% or 100% of the principal amount of the outstanding Super Holdco Senior PIK Interim Loan by adding such interest to such principal amount (any such election, a "PIK Election") for the Toggle Term. Upon each PIK Election, the Applicable Interest Rate shall increase by an additional 0.75% per annum during such Toggle Term.

The Borrower may make a PIK Election with respect to each such interest period by providing at least 5 business days' notice to the Administrative Agent prior to the date on which such interest period commences. If a PIK Election is not made by the Borrower in a timely fashion or at all with respect to an interest period, the Borrower shall pay all such interest in cash. The Administrative Agent shall provide written notice of the Borrower's election to all Lenders.

Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed a certain percentage per annum (the "Interest Rate Cap") set forth in Annex II to the Fee Letter (exclusive of any additional interest payable due to an event of default).

(B) Super Holdco Senior PIK Rollover Securities and Super Holdco Senior PIK Rollover Loans. The Super Holdco Senior PIK Rollover Securities and the Super Holdco Senior PIK Rollover Loans will bear interest at a rate per annum equal to the greater (as determined on the Initial Maturity Date and each three-month period thereafter) of (i) three-month LIBOR plus a certain number of basis points (the "Rollover Basis Points") set forth in Annex II to the Fee Letter and (ii) the Initial Rate (defined below), in each case plus the Exchange Spread (as defined below). The "Initial Rate" shall be equal to the interest rate applicable to the Super Holdco Senior PIK Interim Loan and in effect on the Initial Maturity Date. "Exchange Spread" shall mean the Additional Basis Points. LIBOR will be adjusted for maximum statutory reserve requirements (if any). At any time after the date that is six months following the Initial Maturity Date, any holder of Super Holdco Senior PIK Rollover Securities or Super Holdco Senior PIK Rollover Loans may elect, at its sole option, to fix the interest rate per annum on its Super Holdco Senior PIK Rollover Securities or Super Holdco Senior PIK Rollover Loans at the then effective rate of interest per annum.

At any time subsequent to the Closing Date, with respect to an interest period prior to the four year anniversary of the Initial Maturity Date (the "Rollover Toggle Term"), the Borrower may, in its sole discretion, elect to pay interest on either 50% or 100% of the principal amount of the outstanding Super Holdco Senior PIK Rollover Loans and Super Holdco Senior PIK Rollover Securities by adding such interest to such principal amount (any such election, a "Rollover PIK Election") for the Rollover Toggle Term. Upon each Rollover PIK Election, the Rollover Applicable Rate shall increase by an additional 0.75% per annum during such Rollover Toggle Term.

The Borrower may make a Rollover PIK Election with respect to each such interest period by providing at least 5 business days' notice to the Administrative Agent prior to the date on which such interest period commences. If a Rollover PIK Election is not made by the Borrower in a timely fashion or at all with respect to an interest period, the Borrower shall pay all such interest in cash. The Administrative Agent shall provide written notice of the

	Borrower's election to all Lenders. Notwithstanding the foregoing, the interest rate in effect at any time shall not exceed the Interest Rate Cap (exclusive of any additional interest payable due to an event of default).
Default Rate:	Overdue principal, interest and other amounts under the Super Holdco Senior PIK Interim Loan Documents shall bear interest at a rate per annum equal to a certain percentage (the "Default Rate Percentage") set forth in Annex II to the Fee Letter in excess of the otherwise applicable interest rate (including applicable margin).
Interest Payment Dates:	(A) Super Holdco Senior PIK Interim Loan. Quarterly, in arrears. (B) Super Holdco Senior PIK Rollover Securities and Super Holdco Senior PIK Rollover Loans. Semi-annually, in arrears.
Voluntary Prepayment:	The Super Holdco Senior PIK Interim Loan may be prepaid at any time in whole or in part at the option of the Borrower, in a minimum principal amount and in multiples to be agreed upon, together with accrued interest to the date of prepayment, but without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).
Mandatory Prepayment:	Subject to paragraphs (i), (ii) and (iii) below, (A) 100% of the net cash proceeds of asset sales and other asset dispositions (including, without limitation, insurance proceeds) by Super Holdco or any of its restricted subsidiaries (subject to exceptions, baskets and reinvestment rights to be agreed), (B) 100% of the net cash proceeds of the issuance or incurrence of debt by Super Holdco or any of its restricted subsidiaries (subject to exceptions and baskets to be agreed) and (C) 100% of the net cash proceeds from any issuance of equity securities of Super Holdco or any parent entity (whether direct or indirect, existing or future) of Super Holdco in any public offering or private placement or from any capital contribution, in each case shall be applied as follows: first, to the Super Holdco Interim Loan (ratably to the Super Holdco Senior Interim Loan and the Super Holdco Senior PIK Interim

Loan) and then to the Intermediate Holdco Interim Loan; and second, to the CSC Senior Credit Facilities.

(i) The net cash proceeds of the Super Holdco Senior Notes and the Super Holdco Take-out Securities shall be applied (ratably with the Super Holdco Senior Interim Loan) to reduce to zero the commitments in respect of, or, if after the Closing Date, to reduce to zero the funded amount of the Super Holdco Senior PIK Interim Loan.

(ii) With respect to net cash proceeds of the disposition of assets by any restricted subsidiary of Super Holdco or net cash proceeds of any issuance or incurrence of debt by any restricted subsidiary of Super Holdco, in each case that would otherwise be required to be applied as provided above will be applied as set forth above if and only to the extent that no restricted subsidiary of Super Holdco is required to repay its indebtedness (other than intercompany indebtedness) as in effect as of the date of the Commitment Letter with such net cash proceeds and there are no contractual or legal restrictions on the ability of Super Holdco to access such net cash proceeds.

(iii) With respect to the net cash proceeds of the type described in clause (C) above in this section "Mandatory Prepayments", any such net cash proceeds shall be applied as set forth above to the extent such proceeds are not required to be applied by such parent to repay its indebtedness (other than intercompany indebtedness).

In addition, upon the occurrence of a Change of Control (to be defined), the Borrower will be required to offer to prepay the entire aggregate principal amount of the Super Holdco Senior PIK Interim Loan (or the Super Holdco Senior PIK Rollover Securities and Super Holdco Senior PIK Rollover Loans) in cash at par or, in the case of Super Holdco Senior PIK Rollover Securities upon which the interest rate has been fixed, with a prepayment premium of 1.0% of the principal amount thereof.

Each such prepayment shall be made together with accrued interest to the date of prepayment, but, except as noted above, without premium or penalty (except breakage costs related to prepayments not made on the last day of the relevant interest period).

Exchange Feature; Rollover Securities and Rollover Loans:

On the Initial Maturity Date, so long as no event of default has occurred and is continuing under the Super Holdco Senior PIK Interim Loan Documents and all applicable fees have been paid in full, each Lender shall have its interest in the Super Holdco Senior PIK Interim Loan exchanged for

Super Holdco Senior PIK Rollover Loans. At any time on or after the Initial Maturity Date, any Lender may exchange all or any portion of its Super Holdco Senior PIK Rollover Loans for Super Holdco Senior PIK Rollover Securities, it being understood and agreed that upon any such exchange occurring within six months after the Initial Maturity Date, the Borrower shall be obligated to immediately pay to such holder a duration fee equal to 0.50% of the principal amount so exchanged. The Super Holdco Senior PIK Rollover Securities and the Super Holdco Senior PIK Rollover Loans will be (A) mandatorily redeemable or prepayable, as the case may be, under the same circumstances as the Super Holdco Senior PIK Interim Loan, except that, in lieu of mandatory redemptions or prepayments, the Borrower shall be required to make mandatory offers to purchase or prepay such Super Holdco Senior PIK Rollover Securities or Super Holdco Senior PIK Rollover Loans and (B) optionally redeemable or prepayable, as the case may be, without premium or penalty or, if the holder has elected to fix the interest rate thereon, at declining premiums on terms customary for high-yield debt securities, including (subject to the next paragraph) four year no-call provisions; provided that on or before the third anniversary of the Closing Date, up to 35% of the aggregate principal amount of the Super Holdco Senior PIK Rollover Loans and the Super Holdco Senior PIK Rollover Securities will be optionally redeemable or prepayable, as the case may be, with the net cash proceeds of one or more Equity Offerings (to be defined), at par plus accrued interest plus a premium equal to the coupon in effect on the date on which the interest rate was fixed. In the case of any Super Holdco Senior PIK Rollover Securities and Super Holdco Senior PIK Rollover Loans that have a variable rate, any optional redemption or prepayment thereof shall be made pro rata between such Super Holdco Senior PIK Rollover Securities and such Super Holdco Senior PIK Rollover Loans. All mandatory offers to purchase or prepay shall be made pro rata between the Super Holdco Senior PIK Rollover Securities and the Super Holdco Senior PIK Rollover Loans.

Notwithstanding anything herein to the contrary, the Borrower shall be permitted to prepay Super Holdco Senior PIK Rollover Securities at any time on or prior to the date that is six months following the Initial Maturity Date, so long as such prepayment is accompanied by a prepayment premium of 2.0% of the principal amount so prepaid.

The Super Holdco Senior PIK Rollover Securities will be evidenced by an indenture in form suitable for qualification under the Trust Indenture Act and will otherwise contain

	covenants and other provisions customary for high yield debt securities similar to the Super Holdco Senior PIK Rollover Securities (it being the intention of the parties that such covenants and customary provisions shall, taking into account the financings related to the Merger and the other Transactions and the credit profile of the Borrower after giving effect thereto, be substantially based upon high yield debt securities issued by CSC). The Super Holdco Senior PIK Rollover Loans will be evidenced by the Super Holdco Senior PIK Interim Loan Agreement. The holders of the Super Holdco Senior PIK Rollover Securities will be entitled to exchange offer and other registration rights to permit resale without restriction under applicable securities laws on terms no less favorable to the holders than those customarily applicable to an offering pursuant to Rule 144A (subject to applicable legal restrictions, including SEC staff interpretations).
Conditions to Effectiveness and to Super Holdco Senior PIK Interim Loan:	The effectiveness of the Super Holdco Senior PIK Interim Loan Documents and the making of the Super Holdco Senior PIK Interim Loan shall be subject to the conditions precedent set forth in Exhibit I to the Commitment Letter.
Representations and Warranties:	Customary for facilities similar to the Super Holdco Senior PIK Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that representations and warranties shall also apply to Super Holdco).
Affirmative Covenants:	Customary for facilities similar to the Super Holdco Senior PIK Interim Loan (including a covenant to refinance the Super Holdco Senior PIK Interim Loan with Super Holdco Senior Notes or Super Holdco Take-out Securities as soon as reasonably possible) and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that affirmative covenants shall also apply to Super Holdco). Upon the issuance of the Super Holdco Senior PIK Rollover Securities and the Super Holdco Senior PIK Rollover Loans, the affirmative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to affirmative covenants customary in an indenture for high yield debt securities issued by CSC.
Take-out Covenant:	The Super Holdco Senior PIK Interim Loan Agreement will contain provisions pursuant to which the Borrower shall undertake to refinance in full the Super Holdco Senior PIK Interim Loan as promptly as practicable through the

	issuance of the Super Holdco Take-out Securities or otherwise in accordance with the Engagement Letter.
Negative Covenants:	Customary for facilities similar to the Super Holdco Senior PIK Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood that such negative covenants shall also apply to Super Holdco) (subject to baskets and exceptions, where customary and appropriate), including the following: limitation on indebtedness and contingent obligations; limitation on liens and further negative pledges; limitation on investments; limitation on dividends and other distributions (with exceptions to include, so long as no default has occurred and is continuing or would result therefrom and so long as the total leverage ratio (to be defined) of Topco on a consolidated basis is less than 8.25 to 1.00, to make the Minimum Distribution (as defined in the CSC Senior Credit Facilities Term Sheet)); limitation on redemptions and repurchases of equity interests; limitation on mergers, acquisitions and asset sales; limitation on issuance, sale or other disposition of subsidiary stock; limitation on sale-leaseback transactions; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business conducted; limitation on amendment of documents relating to other material indebtedness and other material documents; and limitation on prepayment or repurchase of subordinated indebtedness. There shall be no financial maintenance covenants. Upon the issuance of the Super Holdco Senior PIK Rollover Securities and the Super Holdco Senior PIK Rollover Loans, the negative covenants shall, subject to the provisions set forth in the first sentence of the second paragraph of "Exchange Feature; Rollover Securities and Rollover Loans" above, conform to negative covenants customary in an indenture for high yield debt securities issued by CSC.
Events of Default:	Customary for facilities similar to the Super Holdco Senior PIK Interim Loan and no more restrictive than those for the CSC Senior Credit Facilities (it being understood and agreed that such events of default shall also apply to Super Holdco).
Yield Protection and Increased Costs:	Customary for facilities similar to the Super Holdco Senior PIK Interim Loan.
Assignments and Participations:	Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of $1.0 million (unless the Borrower and the Lead Arrangers otherwise consent or

	unless the assigning Lender's exposure is thereby reduced to zero). Assignments shall be permitted with the Borrower's and the Lead Arrangers' consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect (a) an assignment to any Lender (or its affiliates) or (b) an assignment if any event of default has occurred and is continuing. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.
Required Lenders:	Lenders having a majority of the outstanding credit exposure (the "Required Lenders"), subject to amendments of certain provisions of the Super Holdco Senior PIK Interim Loan Documents requiring the consent of Lenders having a greater share (or all) of the outstanding credit exposure.
Expenses and Indemnification:	All reasonable out-of-pocket expenses of the Lead Arrangers and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the preparation, execution and delivery of any waiver or modification (whether or not effective) of, and the enforcement of, any Super Holdco Senior PIK Interim Loan Document (including the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole and, if necessary, one local counsel in any jurisdiction (and of additional counsel if an actual or perceived conflict of interest exists)) are to be paid by the Borrower. The Borrower will indemnify each of the Lead Arrangers, the Administrative Agent and the Lenders and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Lead Arrangers, the Administrative Agent or any such Lender is a party thereto) that relates to the Transactions or any transactions related thereto, except to the extent finally determined by a court of competent jurisdiction to have resulted from such person's bad faith, gross negligence or willful misconduct.
Governing Law and Forum:	New York.
Waiver of Jury Trial:	All parties to the Super Holdco Senior PIK Interim Loan Documents waive the right to trial by jury.
Special Counsel for Lead Arrangers:	Shearman & Sterling LLP (and such local counsel as may

be selected by the Lead Arrangers).

CONFIDENTIAL **EXHIBIT I**

CREDIT FACILITIES

CONDITIONS PRECEDENT[1]

Conditions to Effectiveness and to Initial Advances and initial purchases:	The entering into and the effectiveness of the documentation for the Facilities and the making of the initial advances and/or purchases under the Facilities shall be subject to the following conditions precedent: (A) The execution and delivery of Loan Documents for each Facility reasonably acceptable in form and substance to the Lenders thereunder by each Borrower and the Guarantors party thereto and the receipt by the Lenders of (i) reasonably satisfactory opinions of counsel, corporate resolutions, customary certificates, customary "know-your-client" information, notices of borrowing and other customary documents and (ii) in the case of the Senior Facilities, reasonably satisfactory evidence that the Administrative Agent thereunder (on behalf of the Lenders thereunder) shall have a valid and perfected first priority (subject to certain exceptions set forth in the Commitment Letter and others to be specified in the Credit Documents) security interest in the Collateral (as defined in the CSC Senior Credit Facilities Term Sheet, the RNS Senior Credit Facilities Term Sheet and the RPP Senior Credit Facility Term Sheet, as applicable). (B) All requisite governmental authorities and third parties shall have approved or consented to the Transactions and the other transactions contemplated by the Commitment Letter to the extent required (without the imposition of any materially burdensome condition or qualification in the reasonable judgment of each Lead Arranger) and all such approvals shall be in full force and effect, except for any such approvals and consents the failure of which to be obtained would not reasonably be expected to have a Material Adverse Effect (as defined in the Merger Agreement); and all applicable waiting periods shall have expired. (C) The absence of any action, suit, investigation or proceeding pending or, to the knowledge of Topco, Super Holdco, Central Park, Intermediate Holdco, CSC, RPH, RNS, RPP or any of their respective restricted subsidiaries threatened in any court or before any arbitrator or

[1] Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the attached Commitment Letter (the "Commitment Letter").

governmental authority (including, without limitation, the absence of any adverse change or development in any litigation reported on the latest Form 10-K filing or in the SEC's or the Department of Justice's investigation or any related investigation of Central Park's accounting practices) that would reasonably be expected to have a Material Adverse Effect (as defined in the Merger Agreement).

(D) Each Lead Arranger and the Lenders shall have received:

(i)(1) audited consolidated financial statements of Central Park and its subsidiaries, of RPH and its subsidiaries, of RNS and its subsidiaries, and of RPP and its subsidiaries, in each case for the three fiscal years (or, solely in the case of RPP and its subsidiaries, two fiscal years) ended most recently prior to the Merger; (2) unaudited consolidated financial statements of Central Park and its subsidiaries, of RPH and its subsidiaries, of RNS and its subsidiaries, and of RPP and its subsidiaries, in each case for any interim quarterly periods that have ended since the most recent of such audited financial statements referred to in clause (1) above, and at least 40 days prior to the Closing Date; and (3) pro forma financial statements of Super Holdco and its subsidiaries, Intermediate Holdco and its subsidiaries, CSC and its subsidiaries, RPH and its subsidiaries, RNS and its subsidiaries, and of RPP and its subsidiaries, in each case after giving effect to the Transactions for the most recently completed fiscal year and the period commencing with the end of the most recently completed fiscal year and ending with the most recently completed fiscal quarter, which in each case with respect to clauses (1), (2) and this clause (3) hereof, shall meet the requirements of Regulation S-X under the Securities Act of 1933, as amended, and all other accounting rules and regulations of the SEC promulgated thereunder applicable to a registration statement under such Act on Form S-1; and

(ii) pro forma financial statements delivered pursuant to clause D(i) above, prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed reasonable in light of the then existing conditions, and the chief financial officer of the applicable Borrower and Guarantor shall have provided the Lenders a written certification to that effect.

(E) [Reserved.]

(F) (i) with respect to the Interim Loans, Merger Co, MLPF&S, BSC and BAS shall have executed and delivered the engagement letter (the "Engagement Letter") dated as of

the date hereof from MLPF&S, BSC and BAS to Merger Co, the Engagement Letter shall be in full force and effect, and Merger Co shall not be in breach thereof.

(ii) Merger Co, Merrill Lynch, MLPF&S, BSC, BSCL, Bank of America, Banc of America Bridge and BAS shall have executed and delivered the Fee Letter, the Fee Letter shall be in full force and effect, and Merger Co shall not be in breach thereof.

(G) All accrued fees and expenses (including, without limitation, the reasonable fees and expenses of counsel to Lead Arrangers) of each Lead Arranger in connection with the Loan Documents that are payable on the Closing Date shall have been paid.

(H) The delivery of a solvency opinion from a third party appraisal or valuation firm (including the Lead Arrangers on behalf of the Lenders as an addressee or including a reliance letter or provision permitting the Lenders to rely thereon).

(I) (i) Prior to the making of the initial advances and/or purchases under the Facilities,

(1) the Lead Arrangers shall have received evidence reasonably satisfactory to them that Intermediate Holdco, CSC and RNS shall have restricted payment capacities under all applicable outstanding bond indentures sufficient to allow the Intermediate Holdco Dividend Payment, the CSC Dividend Payment and the RNS Dividend Payment, respectively, and

(2) the other Specified Transactions (other than the Merger, the CSC Transactions, the RNS Transactions and the making of the Super Holdco Dividend Payment, Intermediate Holdco Dividend Payment, the RPH Dividend Payment, the RPP Dividend Payment and the RMHI Purchase) shall have been, or shall substantially concurrently be, consummated.

(ii) Simultaneously with the making of the initial advances and/or purchases under the Facilities,

(1) the CSC Transactions and the RNS Transactions shall have been, or shall substantially concurrently be, consummated and the Super Holdco Dividend Payment, the Intermediate Holdco Dividend Payment, the RPH Dividend Payment, the RPP Dividend Payment and the RMHI Purchase shall have been made, and

(2) the Merger shall have been, or shall substantially concurrently be, consummated in accordance with the Merger

Agreement and any other related documentation, which shall not have been amended in any manner adverse to the lenders except as approved by each Lead Arranger). Each of the parties thereto shall have complied in all material respects with all covenants set forth in the Merger Agreement and any other related documentation to be complied by it on or prior to the Closing Date (without any waiver or amendment of any material term or condition thereof that would be adverse to the Lenders unless approved by each Lead Arranger, which approval shall not be unreasonably withheld or delayed).

(iii) Each of the Facilities (other than the Revolving Credit Facility and the Delayed Draw Term Loan Facility, in each case in respect of the CSC Senior Credit Facilities, the RNS Revolving Credit Facility and the RPP Revolving Credit Facility) shall have been drawn down substantially concurrently (or, in the case of the Super Holdco Interim Loan, the Intermediate Holdco Interim Loan or the RPH Interim Loan, the Super Holdco Senior Notes, the Intermediate Holdco Senior Notes or the RPH Senior Notes, as the case may be, shall have been issued substantially concurrently in lieu of such drawing).

(iv) Each of the Specified Transactions shall have been consummated on terms and conditions and pursuant to documentation reasonably satisfactory to each Lead Arranger (without any waiver or amendment of any material term or condition thereof not approved by each Lead Arranger) (including, in the case of the CSC Refinancing and the RNS Refinancing, pay-off letters and releases of liens).

(J) Each aspect of the Transactions, the financing thereof and the consummation thereof shall be in compliance in all respects with all applicable laws and regulations, except to the extent that the failure to so be in compliance has had or would reasonably be expected to have a Material Adverse Effect (as defined in the Merger Agreement).

(K) After giving effect to the Transactions, none of the Central Park Entities nor any of their respective restricted subsidiaries shall have outstanding any indebtedness for borrowed money or preferred stock or lien or encumbrances on their assets other than the loans and/or purchases made and liens created under the Facilities (or, in the case of the Super Holdco Interim Loan, the Intermediate Holdco Interim Loan or the RPH Interim Loan, the Super Holdco Senior Notes, the Intermediate Holdco Senior Notes or the RPH Senior Notes in lieu thereof), customary permitted liens, indebtedness incurred in the ordinary course of business, and such other debt or preferred stock as is set forth on

Appendix I to this Exhibit I.

(L) Since January 1, 2007, there shall not have been any state of facts, event, change, effect, development, condition or occurrence (or, with respect to facts, events, changes, effects, developments, conditions, or occurrences existing prior to the date hereof, any worsening thereof) that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect (as defined in the Merger Agreement).

(M) There shall be insurance coverage for Topco, Super Holdco, Intermediate Holdco, CSC, RPH, RNS, RPP and their respective restricted subsidiaries, in each case of such types, in such amounts and on such terms and conditions as are customarily maintained by entities engaged in the same or similar business.

(N) Each Borrower shall have obtained corporate and corporate family ratings and a debt rating of each of the Facilities and of the Senior Notes from Moody's Investors Service Inc. ("Moody's") and Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P").

(O) In the case of any of the Interim Loans, the applicable Borrower thereof shall have provided to each Lead Arranger not later than 30 days prior to the Closing Date a substantially complete initial draft of a registration statement or a Rule 144A confidential offering memorandum relating to the issuance of the Senior Notes in respect of such Interim Loan that contains all financial statements and other data that the Securities and Exchange Commission would require in a registered offering of such Senior Notes or that each Lead Arranger otherwise reasonably consider necessary or desirable and is reasonably available for the marketing of such Senior Notes (collectively, the "Required Information"), including, without limitation, (A) audited consolidated financial statements of (x) Central Park and its subsidiaries in the case of the Super Holdco Senior Notes and the Intermediate Holdco Senior Notes and (y) RPH and its subsidiaries in the case of the RPH Senior Notes, in each case for the three fiscal years ended most recently prior to the Merger, (B) unaudited consolidated financial statements of (x) Central Park and its subsidiaries in the case of the Super Holdco Senior Notes and the Intermediate Holdco Senior Notes and (y) RPH and its subsidiaries in the case of the RPH Senior Notes, for any interim quarterly periods that have ended since the most recent of such audited financial statements, and (C) pro forma financial statements as to such Borrower and its subsidiaries after giving effect to the Transactions for the most recently completed fiscal year and

the period commencing with the end of the most recently completed fiscal year and ending with the most recently completed fiscal quarter, which in each case with respect to the foregoing, shall meet the requirements of Regulation S-X under the Securities Act of 1933, as amended, and all other accounting rules and regulations of the SEC promulgated thereunder applicable to a registration statement under such Act on Form S-1.

(P) In the case of any of the Interim Loans, the applicable Borrower thereof shall have cooperated reasonably and in good faith with the marketing effort for the applicable Senior Notes Offering with a view to effecting the issuance of the Senior Notes with respect thereto in lieu of the draw down of such Interim Loan and shall have provided to each Lead Arranger not later than 20 days prior to the Closing Date (such 20 days shall not include any day from and including August 18, 2007 through and including August 31, 2007), a complete printed preliminary offering memorandum or, in the case of a registered offering, a complete printed preliminary prospectus reflecting Securities and Exchange Commission final comment responses usable in a customary high-yield road show relating to the issuance of such Senior Notes and containing all Required Information.

(Q) Since the date of the Commitment Letter, neither Central Park nor any of its restricted subsidiaries shall engage in any business activities or make any material investments in any person or business, other than those businesses engaged or contemplated to be engaged in by, and those investments currently being made or contemplated to be made by, Central Park and/or any of its restricted subsidiaries as of the date of the Commitment Letter, investments in Central Park or any restricted subsidiary thereof, ordinary course investments and other than in connection with the Transactions.

APPENDIX I

OUTSTANDING INDEBTEDNESS

1. CSC's Senior Notes and Senior Debentures:

   $500.0 million 8 1/8% Senior Notes due 2009

   $500.0 million 7 1/4% Senior Notes due 2008

   $500.0 million 7 5/8% Senior Debentures due 2018

   $300.0 million 7 7/8% Senior Debentures due 2018

   $500.0 million 7 7/8% Senior Notes due 2007

   $400.0 million 8 1/8% Senior Debentures due 2009

   $1.0 billion 7 5/8% Senior Notes due 2011

   $500.0 million 6 3/4% Senior Notes due 2012

2. $59.429 million of capital leases

3. Intermediate Holdco's Senior Notes:

   $500.0 million Floating Rate Senior Notes due 2009

   $1.0 billion 8% Senior Notes due 2012

4. RNS' Senior and Senior Subordinated Notes:

   $300.0 million 8.75% Senior Notes due 2012

   $500.0 million 10 3/8% Senior Subordinated Notes due 2014

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EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CENTRAL PARK HOLDING COMPANY, LLC,

CENTRAL PARK MERGER SUB, INC.

AND

CABLEVISION SYSTEMS CORPORATION

DATED AS OF MAY 2, 2007

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 2, 2007, is entered into by and among CENTRAL PARK HOLDING COMPANY, LLC, a Delaware limited liability company ("Family LLC"), CENTRAL PARK MERGER SUB, INC., a Delaware corporation and wholly-owned subsidiary of Family LLC ("CVC MergerCo"), and CABLEVISION SYSTEMS CORPORATION, a Delaware corporation (the "Company" and, together with Family LLC and CVC MergerCo, the "Parties").

RECITALS

WHEREAS, as of the date hereof, the Persons listed on Exhibit A (the "Family Stockholders") own in the aggregate 1,838,938 shares of Cablevision NY Group Class A common stock, par value $.01 per share, of the Company ("Class A Stock") and 55,289,351 shares of Cablevision NY Group Class B common stock, par value $.01 per share, of the Company ("Class B Stock", and together with Class A Stock, "Company Stock");

WHEREAS, concurrently with the execution and delivery of this Agreement, the Family Stockholders are entering into an exchange agreement with Family LLC, dated as of the date of this Agreement, substantially in the form of Exhibit B (the "Exchange Agreement"), providing for the contribution immediately prior to the Effective Time (as defined below) of the shares of Company Stock owned by the Family Stockholders to Family LLC, in exchange for all of the membership interests of Family LLC;

WHEREAS, the Board of Directors, based on the unanimous recommendation of a special transaction committee thereof consisting solely of disinterested directors of the Company (the "Special Committee"), has determined that a business combination with Family LLC, on the terms and subject to the conditions set forth herein, is fair to, and in the best interests of, the holders of Company Stock other than the Family Stockholders, Family LLC, any Subsidiary of Family LLC and the Other Dolan Entities (the "Public Stockholders");

WHEREAS, the Board of Directors, based on the unanimous recommendation of the Special Committee, has (a) approved and adopted (i) this Agreement and the Ancillary Agreements to which the Company is a party and the transactions contemplated hereby and thereby and (ii) the Charter Amendment, and declared their advisability, (b) recommended adoption of this Agreement and the Charter Amendment by the stockholders of the Company and (c) approved, for purposes of Section 203 of the DGCL, the transactions contemplated hereby;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Family Stockholders are entering into a voting agreement with the Company, substantially in the form of Exhibit C (the "Voting Agreement"), pursuant to which, among other things, they agree to vote the shares of Company Stock owned by them in favor of the adoption of this Agreement and the Charter Amendment; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Charles F. Dolan and James L. Dolan are executing a guarantee, substantially in the form of Exhibit D (the "Guarantee"), pursuant to which they have agreed, subject to the terms and conditions set forth therein, to guarantee any obligation or liability of Family LLC or CVC MergerCo hereunder in an aggregate amount not to exceed the Family Liability Cap (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.01 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, CVC MergerCo shall be merged with and into the Company and the separate corporate existence of CVC MergerCo shall thereupon cease (the "Merger"). The Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of the Company, with all its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger.

Section 1.02 Closing. The closing of the transactions contemplated by Section 1.01 (the "Closing") shall take place on the fifth Business Day after the earlier of (i) a date during the Marketing Period to be specified by Family LLC and (ii) the final day of the Marketing Period, unless this Agreement has been theretofore terminated pursuant to its terms or unless another date is agreed to in writing by Family LLC and the Company. The Closing shall be held at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York, at 10:00 a.m., New York City time, or at such other place and time as the Company and Family LLC shall agree in writing. At the Closing, the Company and Family LLC shall file (i) a certificate setting forth the Charter Amendment and then (ii) a certificate of merger (the "Merger Certificate") with the Secretary of State of the State of Delaware in respect of the Merger, and the Merger shall become effective upon such filing or at such later time as is agreed to by the Company and Family LLC and specified in the Merger Certificate (the "Effective Time").

Section 1.03 Effects of the Merger. From and after the Effective Time, the Merger shall have the effects set forth in this Agreement and the DGCL (including, without limitation, Sections 259, 260 and 261 thereof).

Section 1.04 Certificate of Incorporation and By-laws. The certificate of incorporation and the by-laws of the Company shall be amended in the Merger to read in their entirety in the form of Exhibit E (in the case of the certificate of incorporation) and Exhibit F (in the case of the by-laws), and, as so amended, shall be the certificate of incorporation and by-laws of the Surviving Corporation until thereafter amended in accordance with their respective terms and the DGCL.

Section 1.05 Directors. The directors of CVC MergerCo immediately prior to the Effective Time shall from and after the Effective Time be the initial directors of the Surviving Corporation, each to hold office, subject to the applicable provisions of the certificate of incorporation and by-laws of the Surviving Corporation, until their respective successors shall be duly elected or appointed and qualified in the manner provided in the certificate of incorporation and by-laws of the Surviving Corporation, or until their earlier death, resignation or removal, or as otherwise provided by Law.

Section 1.06 Officers. The officers of the Company immediately prior to the Effective Time shall from and after the Effective Time be the initial officers of the Surviving Corporation, subject to the applicable provisions of the by-laws of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified in the manner provided in the certificate of incorporation and by-laws of the Surviving Corporation, or until their earlier death, resignation or removal, or otherwise as provided by Law.

Section 1.07 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties hereto or any holder of Company Stock, each share of Class A Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares, Restricted Shares and any Dissenting Shares) shall be converted into the right to receive $36.26 in cash (the "Merger Consideration"). At the Effective Time, all shares of Class A Stock (other than Excluded Shares, Restricted Shares and any Dissenting Shares) shall cease to be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented such share of Company Stock (a "Certificate") shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration for each share of Class A Stock represented by such Certificate, to be paid in consideration therefor, without interest, upon surrender of such Certificate in accordance with Section 2.02(b). All shares of Class A Stock held by the Family Stockholders, Family LLC, any Subsidiary of Family LLC, the Company or any wholly-owned Subsidiary of the Company (or held in the Company's treasury) and all shares of Class B Stock shall cease to be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate that immediately prior to the

Effective Time represented such shares shall cease to have any rights with respect thereto and no consideration shall be delivered in exchange therefor. Each share of common stock of CVC MergerCo shall be converted into one share of newly issued common stock of the Surviving Corporation.

Section 1.08 Stock Options and Restricted Stock.

(a) At the Effective Time, (i) each outstanding stock option and other right to purchase shares of Class A Stock (each, an "Option" and, collectively, the "Options") heretofore granted to any employee under any stock option or stock based compensation plan of the Company or otherwise (the "Employee Stock Plans") shall be no longer be exercisable for the purchase of Class A Stock and shall automatically convert, at the Effective Time, from a right in respect of Class A Stock into a right in respect of cash in an amount, if any, equal to (A) the number of shares of Class A Stock subject to or relating to the Option multiplied by (B) the excess of (x) the Equity Award Price Per Share over (y) the exercise price of the Class A Stock subject to or relating to the Option, provided that the right of the holder of such Options to receive such cash amount, if any, in respect of such Options shall be subject to the vesting, payment and other terms and conditions set forth in the applicable Employee Stock Plans and Option agreements pursuant to which such options were awarded, and (ii) any other outstanding Options, including Options heretofore granted to any non-employee director under the Company's equity compensation plans for non-employee directors of the Company (the "Director Stock Plans" and, together with the Employee Stock Plans, the "Stock Plans"), shall no longer be exercisable for the purchase of Class A Stock but shall entitle each holder thereof, in cancellation and settlement therefor, to payments in cash from the Surviving Corporation, at the Effective Time, equal to the product of (A) the total number of shares of Class A Stock subject to such Option and (B) the amount, if any, by which the Merger Consideration exceeds the exercise price per share of Class A Stock subject to such Option, each such cash payment to be payable at the Effective Time.

(b) Each Restricted Share outstanding under the Stock Plans shall convert, as of the Effective Time, from a right in respect of Class A Stock into a right in respect of cash in an amount equal to the Equity Award Price Per Share; provided that the right of the holder of such Restricted Shares to receive such cash amount shall be subject to the vesting, payment and other terms and conditions set forth in the applicable Stock Plans and award agreements pursuant to which such Restricted Shares were awarded.

(c) The Company shall cause each restricted stock unit (each an "RSU") outstanding under the Director Stock Plans to convert, as of the Effective Time, from a right in respect of Class A Stock into a right in respect of cash in an amount equal to the Merger Consideration; provided that the right of the holder of such RSU to receive such cash amount shall be subject to the payment and other terms and conditions set forth in the applicable Director Stock Plans and award agreements pursuant to which such RSU was awarded.

Section 1.09 Stockholders' Meeting; Proxy Materials and Other SEC Filings.

(a) The Company shall (i) duly take all lawful action to call, give notice of, convene and hold a meeting of its stockholders on a date as soon as reasonably practicable after the Proxy Statement is cleared by the SEC (the "Company Stockholders Meeting"), for the purpose of obtaining Company Stockholder Approval and Minority Approval with respect to the adoption of this Agreement and the Charter Amendment and (ii) use reasonable best efforts to solicit the adoption of this Agreement and the Charter Amendment by Company Stockholder Approval and Minority Approval; provided that, in the event of a Change in the Company Recommendation pursuant to Section 5.07(c), notwithstanding clause (ii) of this Section 1.09(a), (x) the Company may disclose the fact of such Change in the Company Recommendation in any solicitation made by the Company to its stockholders and (y) the Company shall not be required to solicit in favor of Company Stockholder Approval and Minority Approval. The Board of Directors shall recommend adoption of this Agreement and the Charter Amendment by the stockholders of the Company as set forth in Section 3.12 (the "Company Recommendation"), and shall not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Family LLC or any of its Affiliates such recommendation or take any action or make any statement in connection with the Company Stockholders Meeting inconsistent with such recommendation, including, without limitation, approving or recommending or proposing to approve or recommend a third-party Takeover Proposal with respect to the Company or failing to recommend the adoption of this Agreement (collectively, a "Change in the Company Recommendation"); provided that the Special Committee may make a Change in the Company Recommendation pursuant to Section 5.07(c) hereof; and provided, further, that the provision of factual information by the Company to its stockholders shall not be deemed to constitute a Change in the Company Recommendation so long as the disclosure through which such factual information is conveyed, taken as a whole, is not contrary to or inconsistent with the Company Recommendation.

(b) As promptly as practicable following the date of this Agreement, the Company shall prepare and file with the SEC a proxy statement on Schedule 14A relating to the adoption of this Agreement and the Charter Amendment by the Company's stockholders (as amended or supplemented, the "Proxy Statement") and the Company and Family LLC shall prepare and file with the SEC a Schedule 13E-3 (as amended or supplemented, the "Schedule 13E-3"). The Parties shall cooperate with each other in connection with the preparation of the foregoing documents. The Company shall use its reasonable best efforts to ensure that the Proxy Statement and the Schedule 13E-3 do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading, other than with respect to statements made based on information supplied in writing by Family LLC specifically for inclusion therein. Family LLC shall use its reasonable best efforts to

ensure that none of the information it supplies in writing specifically for inclusion in the Proxy Statement or Schedule 13E-3 contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Company shall use its reasonable best efforts to have the Proxy Statement, and the Company and Family LLC shall use their reasonable best efforts to have the Schedule 13E-3, cleared by the SEC as promptly as practicable.

(c) The Company shall cause the Proxy Statement to be mailed to the Company's stockholders as promptly as practicable after the Proxy Statement is cleared by the SEC. Family LLC shall retain a proxy solicitor in connection with the solicitation of the Company Stockholder Approval and Minority Approval.

(d) The Company shall promptly notify Family LLC of the receipt of any oral or written comments from the SEC relating to the Proxy Statement or the Schedule 13E-3. The Company shall cooperate with Family LLC with respect to, and provide Family LLC with a reasonable opportunity to review and comment on, drafts of the Proxy Statement (including each amendment or supplement thereto), and the Parties shall cooperate with respect to, and provide each other with a reasonable opportunity to review and comment on, the draft Schedule 13E-3 (including each amendment or supplement thereto) and all responses to requests for additional information by, and replies to comments of, the SEC, prior to filing such with or sending such to the SEC, and the Parties shall provide each other with copies of all such filings made and correspondence with the SEC.

(e) If at any time prior to the Effective Time, any information should be discovered by any Party that should be set forth in an amendment or supplement to the Proxy Statement or the Schedule 13E-3 so that the Proxy Statement or the Schedule 13E-3, as the case may be, would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Party that discovers such information shall promptly notify the other Parties and, to the extent required by applicable Law, an appropriate amendment or supplement describing such information shall be promptly filed by the appropriate Party with the SEC and disseminated by the Company to the stockholders of the Company.

Section 1.10 Further Assurances. After the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of any Party, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of any Party, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

ARTICLE II

DISSENTING SHARES; PAYMENT FOR SHARES

Section 2.01 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, shares of Class A Stock outstanding immediately prior to the Effective Time that are held by stockholders (i) who shall have neither voted for adoption of this Agreement and the Merger nor consented thereto in writing and (ii) who shall be entitled to and shall have demanded properly in writing appraisal for such shares in accordance with Section 262 of the DGCL ("Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration at the Effective Time unless and until the holder of such shares of Class A Stock fails to perfect, withdraws or otherwise loses such holder's right to appraisal. If a holder of Dissenting Shares shall withdraw (in accordance with Section 262 of the DGCL) the demand for such appraisal or shall become ineligible for such appraisal, then, at the Effective Time or the occurrence of such event, whichever last occurs, such holder's Dissenting Shares shall cease to be Dissenting Shares and shall be converted or deemed to have been converted, as the case may be, into the right to receive the Merger Consideration in the manner provided in Section 1.07. The Company shall give Family LLC (i) prompt notice of any written demands for appraisal, withdrawals (or attempted withdrawals) of demands for appraisal and any other instruments served pursuant to Section 262 of the DGCL and received by the Company and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal. The Company shall not, except with the prior written consent of Family LLC, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

Section 2.02 Payment Fund.

(a) Payment Fund. As soon as practicable after the execution of this Agreement, Family LLC and the Company shall enter into an agreement (the "Paying Agent Agreement"), subject to the Special Committee's approval (not to be unreasonably withheld, conditioned or delayed) with a bank or trust company selected by the Company and reasonably satisfactory to Family LLC to act as paying agent hereunder for the purpose of exchanging Certificates for the Merger Consideration (the "Paying Agent"). As promptly as reasonably practicable after the Effective Time, the Surviving Corporation shall deposit or cause to be deposited with the Paying Agent, in trust for the benefit of holders of shares of Class A Stock (other than Excluded Shares, Restricted Shares and any Dissenting Shares), an amount of cash representing the aggregate cash consideration payable pursuant to Section 1.07. Any cash deposited with the Paying Agent shall hereinafter be referred to as the "Payment Fund."

(b) Payment Procedures. As soon as reasonably practicable after the Effective Time, the Surviving Corporation will instruct the Paying Agent to mail to each holder of record of a Certificate or Certificates that immediately prior to the Effective Time

evidenced outstanding shares of Class A Stock (other than Excluded Shares and Restricted Shares), (i) a form letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as the Surviving Corporation may reasonably specify) and (ii) instructions for use in effecting the surrender of such Certificates in exchange for the Merger Consideration pursuant to Section 1.07. Upon surrender of such a Certificate for cancellation to the Paying Agent or to such other agent or agents as may be appointed by the Surviving Corporation, together with a letter of transmittal, duly executed, and such other customary documents as may be required pursuant to such instructions (collectively, the "Transmittal Documents"), the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration for each share of Class A Stock formerly represented by such Certificate, without any interest thereon, less any required withholding of taxes, and the Certificate so surrendered shall thereupon be canceled. In the event of a transfer of ownership of Class A Stock that is not registered in the transfer records of the Company, the Merger Consideration may be issued and paid in accordance with this Article II to the transferee of such shares if the Certificate evidencing such shares is presented to the Paying Agent and is properly endorsed or otherwise in proper form for transfer. In such event, the signature on the Certificate or any related stock power must be properly guaranteed and the Person requesting payment of the Merger Consideration must either pay any transfer or other taxes required by reason of the payment to a Person other than the registered holder of the Certificate so surrendered or establish to the Surviving Corporation that such tax has been paid or is not applicable. The Merger Consideration will be delivered by the Paying Agent as promptly as practicable following surrender of such a Certificate and the related Transmittal Documents. Cash payments may be made by check unless otherwise required by a depositary institution in connection with the book-entry delivery of securities. No interest will be payable on any Merger Consideration. Until surrendered in accordance with this Section 2.02, each Certificate shall be deemed at any time after the Effective Time to evidence only the right to receive, upon such surrender, the Merger Consideration for each share of Class A Stock (other than Excluded Shares, Restricted Shares and any Dissenting Shares) formerly represented by such Certificate. The Payment Fund shall not be used for any purpose other than as set forth in this Article II. Any interest, dividends or other income earned on the investment of cash held in the Payment Fund shall be for the account of the Surviving Corporation. The Merger Consideration delivered upon surrender of the Certificates in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares represented by such Certificates.

(c) Termination of Payment Fund. Any portion of the Payment Fund (including, without limitation, the proceeds of any investments thereof) that remains undistributed to the Public Stockholders for six months following the Effective Time shall be delivered by the Paying Agent to the Surviving Corporation. Any Public

Stockholders who have not theretofore complied with this Article II shall thereafter look only to the Surviving Corporation for payment of the Merger Consideration.

(d) No Liability. None of the Company, the Surviving Corporation, Family LLC or the Paying Agent shall be liable to any Person for any cash delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(e) Investment of the Payment Fund. The Paying Agent shall invest any cash included in the Payment Fund as directed by the Surviving Corporation on a daily basis and in accordance with the Paying Agent Agreement; provided that any gain or loss thereon shall not affect the amounts payable to the stockholders of the Company pursuant to Article I or this Article II. Any interest and other income resulting from such investments shall promptly be paid to the Surviving Corporation. If for any reason (including as a result of losses) the cash in the Payment Fund shall be insufficient to fully satisfy all of the payment obligations to be made in cash by the Paying Agent hereunder, the Surviving Corporation shall promptly deposit cash into the Payment Fund in an amount which is equal to the deficiency in the amount of cash required to fully satisfy such cash payment obligations.

(f) Withholding Rights. Each of the Surviving Corporation, Family LLC and the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Class A Stock, Options or Restricted Shares such amounts as it is required to deduct and withhold with respect to the making of such payment under the United States Internal Revenue Code of 1986, as amended (the "Code"), or any provision of state, local or foreign tax Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Class A Stock, Options or Restricted Shares in respect of which such deduction and withholding was made.

(g) Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, the holder of such lost, stolen or destroyed Certificate shall execute an affidavit of that fact upon request. The holder of any such lost, stolen or destroyed Certificate shall also deliver a reasonable indemnity against any claim that may be made against Family LLC, the Surviving Corporation or the Paying Agent with respect to such Certificate alleged to have been lost, stolen or destroyed. The affidavit and any indemnity which may be required hereunder shall be delivered to the Paying Agent (or, after the six-month anniversary of the Effective Time, the Surviving Corporation), which shall be responsible for making payment for such lost, stolen or destroyed Certificates pursuant to the terms hereof.

Section 2.03 Stock Transfer Books. From and after the Effective Time, the holders of Certificates representing shares of Company Stock shall cease to have any rights with respect to such shares, except as provided in this Agreement or by applicable Law. Any Certificate presented to the Paying Agent or the Surviving Corporation for any

reason at or after the Effective Time shall be canceled and, in the case of any Certificates representing Class A Stock (other than Class A Stock held by Family LLC, the Company or any wholly-owned Subsidiary of the Company (or held in the Company's treasury) and Restricted Shares), exchanged for the Merger Consideration pursuant to the terms of this Article II.

Section 2.04 Section 16 Matters. Prior to the Effective Time, the Company and Family LLC shall take such steps, to the extent required and permitted, to cause the transactions contemplated by this Agreement, including any dispositions of equity securities (including derivative securities) of the Company by each individual who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 2.05 Adjustments to Prevent Dilution. In the event that prior to the Effective Time, solely as a result of a reclassification, combination, stock split (including, without limitation, a reverse stock split), stock dividend or stock distribution which in any such event is made on a pro rata basis to all holders of Company Stock, there is a change in the number of shares of Company Stock outstanding or issuable upon the conversion, exchange or exercise of securities or rights convertible or exchangeable or exercisable for shares of Company Stock, then the Merger Consideration shall be equitably adjusted to eliminate the effects of such event.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (x) in the case of all representations and warranties contained in any provision of this Article III other than Sections 3.02 and 3.04, as set forth in reasonable detail any SEC Reports filed prior to the date hereof or (y) as disclosed to Family LLC and CVC MergerCo in a letter (the "Company Disclosure Letter") delivered to them by the Company prior to the execution of this Agreement (with specific reference to the representations and warranties in this Article III to which the information in such letter relates, except to the extent it is reasonably apparent from the face of such disclosure that such disclosure is applicable to any other representation or warranty), the Company hereby represents and warrants to Family LLC and CVC MergerCo as follows:

Section 3.01 Corporate Organization. The Company and each of its Subsidiaries is a corporation, partnership or other legal entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. The Company and each of its Subsidiaries is duly

qualified or licensed and in good standing to do business in each jurisdiction in which the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any failure to be so qualified or licensed or in good standing that would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

Section 3.02 Capitalization.

(a) As of the date prior to the date of this Agreement, the authorized capital stock of the Company consists of 800,000,000 shares of Class A Stock, 320,000,000 shares of Class B Stock, 50,000,000 shares of a class designated as preferred stock (the "Company Preferred Stock"), 600,000 shares of Cablevision-Rainbow Media Group Class A common stock and 160,000 shares of Cablevision-Rainbow Media Group Class B common stock. As of the date of this Agreement, (i) 229,905,864 shares of Class A Stock were issued and outstanding, (ii) 23,977,133 shares of Class A Stock were held in treasury by the Company, (iii) 63,327,303 shares of Class B Stock were issued and outstanding, and (iv) no shares of Class B Stock were held in treasury by the Company. As of the date of this Agreement, no shares of Company Preferred Stock were issued and outstanding. All issued and outstanding equity securities of the Company and each of its Subsidiaries are duly authorized, validly issued, fully paid and nonassessable.

(b) Section 3.02(b) of the Company Disclosure Letter contains a schedule, as of the date of this Agreement, setting forth (as applicable) the number of, exercise or reference price, vesting date (or dates) and expiration date (or delivery date) of each outstanding employee equity award in respect of Company Stock.

(c) Except as set forth in Section 3.02(c) of the Company Disclosure Letter, there are no preemptive or similar rights on the part of any holder of any class of securities of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the stockholders of the Company or any of its Subsidiaries on any matter submitted to stockholders or a separate class of holders of capital stock. Except as set forth in Section 3.02(b) or (c) of the Disclosure Letter, as of the date of this Agreement, there are no options, warrants, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind relating to issued or unissued capital stock or other securities of the Company or any of its Subsidiaries to which the Company or any of its Subsidiaries is a party or by which any of them is bound (i) obligating the Company or any of its Subsidiaries to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any shares of the capital stock of, or other equity interests in, the Company or any of its Subsidiaries, any additional shares of capital stock of, or other equity interests in, or any security

convertible or exercisable for or exchangeable into any capital stock of, or other equity interest in, the Company or any of its Subsidiaries, (ii) obligating the Company or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, the Company or any of its Subsidiaries.

(d) Except for this Agreement, the Voting Agreement and agreements to which the Family Stockholders are party, there are no voting trusts or other agreements or understandings to which the Company is a party or is bound, or of which it has approved (for purposes of Section 203 of the DGCL or otherwise) with respect to the voting of capital stock of the Company.

Section 3.03 Authority Relative to this Agreement and the Ancillary Agreements.

(a) The Company has all necessary corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, to perform its obligations hereunder and thereunder and, subject to receipt of the Company Stockholder Approval, to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Company are necessary to authorize the execution, delivery and performance by the Company of this Agreement and each of the Ancillary Agreements to which it is a party or the consummation by the Company of the transactions contemplated hereby and thereby or the adoption (other than the Company Stockholder Approval and the filing of the Charter Amendment and the Certificate of Merger in accordance with the DGCL). This Agreement and each Ancillary Agreement to which the Company is a party has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each other party hereto and thereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(b) The Special Committee, at a meeting duly called and held, has by unanimous vote of all its members approved and declared this Agreement and the Ancillary Agreements to which the Company is a party and the transactions contemplated hereby and thereby, including the Merger and the Charter Amendment, advisable and has determined that such transactions are fair to, and in the best interests of, the Public Stockholders. The Board of Directors, based on the unanimous recommendation of the Special Committee, has (i) determined that the transactions contemplated by this Agreement and the Ancillary Agreements to which the Company is a party are fair to, and in the best interests of, the Public Stockholders, (ii) approved and adopted this

Agreement and the Ancillary Agreements to which the Company is a party and the transactions contemplated hereby and thereby, including the Merger and the Charter Amendment, and declared their advisability, (iii) recommended adoption by the stockholders of the Company, subject to the terms and conditions set forth herein, of this Agreement and the Charter Amendment, and (iv) approved, for purposes of Section 203 of the DGCL, this Agreement and the Ancillary Agreements to which the Company is a party and the transactions contemplated hereby and thereby, including, without limitation, the formation of Family LLC and CVC MergerCo.

Section 3.04 No Conflict; Required Filings and Consents.

(a) Except as set forth in Section 3.04(a) of the Company Disclosure Letter, the execution, delivery and performance by the Company of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby, will not, (i) assuming the effectiveness of the Charter Amendment, conflict with or violate the Constituent Documents of the Company or any of its Subsidiaries, (ii) assuming the receipt of the approvals referred to in clauses (i), (ii) and (iii) of Section 3.04(b), conflict with or violate any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected or (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) or require a Consent under, result in the loss of a material benefit under or give to others any right of termination, amendment, acceleration, payment or cancellation of, or result in the creation of a lien or other encumbrance on any property or under any contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their properties or assets is bound or affected, except in the case of clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect or prevent or materially delay the performance by the Company of any of its obligations under this Agreement or the Ancillary Agreements to which it is a party or the consummation of any of the transactions contemplated hereby or thereby.

(b) The execution, delivery and performance by the Company of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby will not require any material Consent of, or filing with or notification to, any governmental or regulatory authority, domestic or foreign (each a "Governmental Entity"), except for (i) the applicable requirements of the Exchange Act and the HSR Act, (ii) the filing of appropriate merger and other documents as required by the DGCL in connection with the Merger, the Charter Amendment and the other transactions contemplated by this Agreement and the Ancillary Agreements, (iii) the approvals from other regulatory agencies set forth in Section 3.04(b) of the Company Disclosure Letter (the "Governmental Approvals"), (iv) such Consents for

which the failure to obtain or make would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially delay the performance by the Company of any of its obligations under this Agreement or the Ancillary Agreements to which it is a party or the consummation of any of the transactions contemplated hereby or thereby or (v) such other items as may be required solely by reason of the business or identity of Family LLC and its Affiliates.

Section 3.05 SEC Filings and Financial Statements. The Company has heretofore filed all forms, reports, statements, schedules and other materials with the SEC required to be filed pursuant to the Exchange Act or other federal securities laws since January 1, 2005 (the "SEC Reports"). As of their respective dates, or, if applicable, the dates such SEC Reports were amended prior to the date hereof, the SEC Reports (including all financial statements included therein, exhibits and schedules thereto and documents incorporated by reference therein) complied in all material respects with all applicable requirements of the Exchange Act and other federal securities laws as of the applicable date and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2005 (including the related notes thereto), as such report was amended on September 21, 2006, the Company's Quarterly Reports on Forms 10-Q for the periods ended March 31, 2006, as such report was amended on September 21, 2006, and June 30, 2006 and September 30, 2006 (including, in each case, the related notes thereto), and the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2006 have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries, comply in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto as of the date filed, have been prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and subject, in the case of unaudited interim financial statements, to normal year-end adjustments) and fairly present in all material respects the consolidated financial position and the consolidated results of operations and cash flows of the Company and its Subsidiaries as at the dates thereof or for the periods presented therein.

Section 3.06 Taxes.

(a) The Company and each of its Subsidiaries has (i) duly and timely filed with the appropriate Taxing Authorities all material Tax Returns required to be filed by it in respect of any Taxes, (ii) duly and timely paid in full all material Taxes that are due and payable by it except to the extent such Taxes are being disputed in good faith and for which adequate reserves have been established in accordance with GAAP applied on a

consistent basis and (iii) established reserves in accordance with GAAP that are adequate for the payment of all material Taxes not yet due and payable with respect to the results of operations of the Company and each of its Subsidiaries through the date of this Agreement.

(b) There is no deficiency, claim, audit, suit, proceeding, request for information or investigation now pending, outstanding or threatened against or with respect to the Company or any of its Subsidiaries in respect of any material Taxes, in each case, the resolution of which would reasonably be expected to result in a material liability or obligation to the Company or the applicable Subsidiary of the Company.

Section 3.07 Restricted Payment Capacity.

(a) The Company has provided to Family LLC all material information as of the date hereof regarding the CVC Restricted Payment Capacity, under the provisions of each CVC Indenture (as defined below), including the "Limitation on Restricted Payments" covenant and related definitions contained therein. The CVC Indentures comprise all the indentures and other agreements governing outstanding publicly or privately placed debt securities of the Company, other than any credit agreements to be terminated in connection with the transactions contemplated by the Commitment Letter. As used herein, the term "CVC Indentures" means (i) the Indenture, dated as of April 6, 2004, among the Company and The Bank of New York ("BONY"), as Trustee, with respect to the Company's Floating Rate Senior Notes and Floating Rate Series B Senior Notes due 2009, and (ii) the Indenture, dated as of April 6, 2004, among the Company and BONY, as Trustee, with respect to the Company's 8% Senior Notes and 8% Series B Senior Notes due 2012.

(b) The Company has provided to Family LLC all material information as of the date hereof regarding the CSC Restricted Payment Capacity, under the provisions of each CSC Indenture (as defined below), including the "Limitation on Restricted Payments" covenant and related definitions contained therein. The CSC Indentures comprise all the indentures and other agreements governing outstanding publicly or privately placed debt securities of CSC, other than any credit agreements to be terminated in connection with the transactions contemplated by the Commitment Letter. As used herein, the term "CSC Indentures" means (i) the Indenture, dated as of April 6, 2004, among CSC and BONY, as Trustee, (ii) the Indenture, dated as of March 22, 2001, among CSC and BONY, as Trustee, (iii) the Indenture, dated as of July 1, 1999, among CSC and BONY, as Trustee, (iv) the Indenture, dated as of July 1, 1998, among CSC and BONY, as Trustee, for senior debt securities, (v) the Indenture, dated as of December 1, 1997, among CSC (f/k/a Cablevision Systems Corporation) and BONY, as Trustee, (vi) the Indenture, dated as of August 15, 1997, among CSC (f/k/a Cablevision Systems Corporation) and BONY, as Trustee, and (vii) the Indenture, dated as of November 1, 1995, among CSC (f/k/a Cablevision Systems Corporation) and BONY, as Trustee.

(c) The Company has provided to Family LLC all material information as of the date hereof regarding the RNS Restricted Payment Capacity, under the provisions of each RNS Indenture (as defined below), including the "Limitation on Restricted Payments" covenant and related definitions contained therein. The RNS Indentures comprise all the indentures and other agreements governing outstanding publicly or privately placed debt securities of RNS, other than any credit agreements to be terminated in connection with the transactions contemplated by the Commitment Letter. As used herein, the term "RNS Indentures" means (i) the Indenture, dated as of August 20, 2004, among RNS, RNS Co-Issuer Corp., the Initial Guarantors (as defined therein) and BONY, as Trustee, for 8 3/4% Senior Notes due 2012, and (ii) the Indenture, dated as of August 20, 2004, among RNS, RNS Co-Issuer Corp., the Initial Guarantors (as defined therein) and BONY, as Trustee, for 10 3/8% Senior Notes due 2012.

(d) Each of the CVC Restricted Payment Capacity, the CSC Restricted Payment Capacity and the RNS Restricted Payment Capacity will be sufficient at Closing to permit the initial distributions contemplated by the Commitment Letter, as applicable, and the payment by CVC of the Merger Consideration to the Public Stockholders.

Section 3.08 Employee Benefit Plans and Related Matters; ERISA.

(a) Section 3.08(a) of the Company Disclosure Letter contains a true and complete list of all of the material compensation and benefit plans, including, but not limited to, "employee benefit plans" within the meaning of Section 3(3) of ERISA, deferred compensation, stock-based incentive bonus or other equity-based arrangement and any employment, termination, retention bonus, severance plan, policy, arrangement or contract maintained or contributed to by the Company or its Subsidiaries, or with respect to which any of them could incur any material liability, for the benefit of any employee or former employees of the Company or its Subsidiaries.

(b) Except as provided in Section 3.08(b) of the Company Disclosure Letter, the entering into, or the consummation of the transactions contemplated by, this Agreement will not result in an increase in the amount of compensation or benefits or the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any current or former employee, officer, director, stockholder or contract worker of the Company or of any of its Subsidiaries.

Section 3.09 Franchise Renewal Rights. Except as set forth in Section 3.09 of the Company Disclosure Letter, the Company is not operating under any temporary operating authority with respect to any franchise granted under any Franchise Agreement to which the Company is a party as of the date hereof. Neither the Company nor any of its Subsidiaries has received notice from any Person that any Franchise Agreement to which the Company or any of its Subsidiaries is a party as of the date hereof will not be renewed or that the applicable Governmental Entity has challenged or raised any objection to or otherwise questioned the Company's request for renewal under Section 626 of the Cable

Act, and the Company and its Subsidiaries have duly and timely complied with any and all inquiries and demands by any and all Governmental Entities made with respect to such requests for renewal.

Section 3.10 Absence of Undisclosed Liabilities. The Company and its Subsidiaries do not have any liabilities or obligations, known or unknown, contingent or otherwise, except (i) liabilities and obligations in the respective amounts reflected on or reserved against in the Company Financial Statements (including the notes thereto) and (ii) liabilities and obligations incurred in the ordinary course of business, consistent with past practice, since December 31, 2006, that would not be prohibited by this Agreement and that would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

Section 3.11 Stockholder Approval. The only vote of stockholders of the Company required under the DGCL, the Company's Constituent Documents and the rules and regulations of the NYSE in order for the Company to validly perform its obligations under this Agreement is the affirmative vote of (i) with respect to the Merger, a majority of the aggregate voting power of the issued and outstanding shares of Company Stock (the "Merger Approval") and (ii) with respect to the Charter Amendment, the holders, voting separately as a class, of (A) a majority of the outstanding shares of Class A Stock and (B) a majority of the outstanding shares of Class B Stock, in each case, entitled to be voted at the Company Stockholders Meeting (the "Charter Approval" and, together with the Merger Approval, the "Company Stockholder Approval"). This Agreement also requires, as a condition to the Closing, that Public Stockholders holding more than 50% of the outstanding shares of Class A Stock held by Public Stockholders other than executive officers and directors of the Company and its Subsidiaries shall have voted in favor of the Merger and the Charter Amendment (the "Minority Approval").

Section 3.12 Opinion of Financial Advisors. The Special Committee has received the written opinions of Morgan Stanley & Co. Incorporated and Lehman Brothers Inc., dated the date hereof, to the effect that, as of such date, the Merger Consideration is fair from a financial point of view to the Public Stockholders, true, complete and signed copies of which have been delivered to Family LLC for informational purposes only. Each of the opinions described in this Section 3.12 includes a consent to the inclusion in its entirety of such opinion in any documents required to be filed with the SEC in connection with the transactions contemplated by this Agreement, which consent has not been withdrawn.

Section 3.13 Brokers. No broker, finder or investment banker (other than Morgan Stanley & Co. Incorporated and Lehman Brothers Inc.) is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby based upon arrangements made by or on behalf of the Company. The Company has heretofore

furnished to Family LLC a complete and correct copy of all agreements between the Company and Morgan Stanley & Co. Incorporated and Lehman Brothers Inc. pursuant to which such firms would be entitled to any payment relating to any of the transactions contemplated hereby.

Section 3.14 No Other Representations or Warranties. The Company agrees that except for the representations and warranties contained in this Agreement and the Ancillary Agreements, none of Family LLC, CVC MergerCo or any other Person on their behalf makes any other express or implied representation or warranty with respect to Family LLC, CVC MergerCo or any other information provided to the Company by or on behalf of Family LLC or CVC MergerCo.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF FAMILY LLC

Family LLC hereby represents and warrants to the Company as follows:

Section 4.01 Organization. Family LLC and CVC MergerCo are duly organized, validly existing and in good standing under the Laws of the State of Delaware.

Section 4.02 Authority Relative to this Agreement and the Ancillary Agreements. Each of Family LLC and CVC MergerCo has all necessary limited liability company or corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Family LLC and CVC MergerCo of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby by Family LLC and CVC MergerCo have been duly and validly authorized by, in the case of Family LLC, its members, and, in the case of CVC MergerCo, its board of directors and sole stockholder, and no other limited liability company or corporate proceedings on the part of Family LLC or CVC MergerCo are necessary to authorize the execution, delivery and performance by each of Family LLC and CVC MergerCo of this Agreement and the Ancillary Agreements to which it is a party or the consummation by Family LLC and CVC MergerCo of the transactions contemplated hereby and thereby (other than, with respect to the Merger, the filing of the Certificate of Merger). Each of Family LLC and CVC MergerCo has duly and validly executed and delivered this Agreement and the Ancillary Agreements to which it is a party and, assuming the due authorization, execution and delivery by the other parties thereto, such agreements constitute valid and binding obligations of each of Family LLC and CVC MergerCo, enforceable against each of them in accordance with their respective terms.

Section 4.03 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance by each of Family LLC and CVC MergerCo of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby by Family LLC and CVC MergerCo will not (i) conflict with or violate the Constituent Documents of Family LLC or CVC MergerCo, (ii) conflict with or violate any Law applicable to Family LLC or CVC MergerCo or by which any of their properties or assets are bound or affected, or (iii) result in any breach of or constitute a default (or an event which, with notice, lapse of time or both, would become a default) under, result in the loss of a material benefit under or give to others any right of termination, amendment, acceleration, payment or cancellation of, or result in the creation of a lien or other encumbrance on any property or contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Family LLC or CVC MergerCo is a party or by which Family LLC, CVC MergerCo or any of their properties or assets is bound or affected, except in the case of clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, or would not reasonably be expected to, individually or in the aggregate, prevent or materially delay the performance by each Family LLC or CVC MergerCo of any of its obligations under this Agreement or the Ancillary Agreements to which it is a party or the consummation of any of the transactions contemplated hereby or thereby (a "Family Material Adverse Effect").

(b) The execution, delivery and performance by each of Family LLC and CVC MergerCo of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby by Family LLC and CVC MergerCo will not require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity by Family LLC or CVC MergerCo, except (i) for (A) compliance with the HSR Act, (B) the requirements of the Exchange Act, (C) the filing of appropriate merger and other documents as required by the DGCL in connection with the transactions contemplated hereby, and (D) the Governmental Approvals and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, have or reasonably be expected to have a Family Material Adverse Effect.

Section 4.04 Financing. Family LLC has delivered to the Company a true and complete copy of the executed commitment letter between CVC MergerCo, on the one hand, and Merrill Lynch Capital Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bear Stearns Corporate Lending Inc., Bear, Stearns & Co. Inc., Bank of America, N.A., Banc of America Securities LLC and Banc of America Bridge LLC, on the other hand (together, the "Lenders"), dated as of the date hereof, providing for financing necessary for the Parties to consummate the transactions contemplated by this Agreement (the "Commitment Letter"). As of the date hereof, the Commitment Letter is

in full force and effect (assuming the due authorization, execution and delivery thereof by the Lenders) and has not been replaced, amended or modified and the commitments contained therein have not been withdrawn or rescinded in any respect. There are no conditions precedent related to the funding of the full amount of the financing contemplated by the Commitment Letter other than as set forth in or contemplated by the Commitment Letter. Assuming (i) the Company has at the Closing the amount of cash on hand contemplated by the Commitment Letter and (ii) the receipt of the full amount of funding contemplated by the Commitment Letter in accordance with its terms, the Surviving Corporation will have sufficient funds available to it at the Closing to pay the aggregate Merger Consideration and any other repayment or refinancing of debt contemplated by the Commitment Letter and to pay all fees and expenses to be paid by the Surviving Corporation or any of its Affiliates at Closing.

Section 4.05 Exchange Agreement; Guarantee. Family LLC has delivered to the Company true and complete copies of the executed Exchange Agreement and the executed Guarantee. None of the Exchange Agreement and the Guarantee has been replaced, amended or modified. As of the date hereof, the Exchange Agreement and the Guarantee are in full force and effect.

Section 4.06 No Material Transactions. Between October 8, 2006 and the date hereof, none of Family LLC, CVC MergerCo or any of their Affiliates (other than the Company and any of its Subsidiaries) has engaged in material negotiations, agreed in principle or executed any agreement pursuant to which at least 20.1% of the consolidated assets of the Surviving Corporation would be, directly or indirectly, offered, sold, leased, exchanged or otherwise disposed of, including by way of merger, sale of equity securities or otherwise. As of the date hereof, none of Family LLC, CVC MergerCo or any of their Affiliates (other than the Company and any of its Subsidiaries) has any current plan to, directly or indirectly, offer, sell, lease, exchange or otherwise dispose of at least 20.1% of the consolidated assets of the Surviving Corporation.

Section 4.07 Subsidiaries. CVC MergerCo is a direct wholly-owned Subsidiary of Family LLC. Family LLC and CVC MergerCo were formed specifically for the transactions contemplated by this Agreement and have conducted no operations and incurred no obligation other than in connection with the transactions contemplated by this Agreement and related to the Financing.

Section 4.08 Brokers. No broker, finder or investment banker, other than Merrill Lynch & Co. and Bear, Stearns & Co. Inc., is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby based upon arrangements made by or on behalf of Family LLC, CVC MergerCo or their Affiliates (other than the Company and any of its Subsidiaries).

Section 4.09 No Other Representations or Warranties. Family LLC and CVC MergerCo agree that except for the representations and warranties contained in this Agreement and the Ancillary Agreements, neither the Company nor any other Person on its behalf makes any other express or implied representation or warranty with respect to the Company or any information provided to Family LLC and/or CVC MergerCo by or on behalf of the Company.

ARTICLE V

COVENANTS AND OTHER AGREEMENTS

Section 5.01 Conduct of Business of the Company. From the date of this Agreement until the Effective Time, unless Family LLC shall otherwise consent in writing or except as set forth in Section 5.01 of the Company Disclosure Letter or as otherwise expressly provided for in this Agreement, the Company shall, and shall cause each of its Subsidiaries to, conduct its business in the ordinary course of business consistent with past practice and shall use its reasonable best efforts to preserve intact its business organization and goodwill and relationships with customers, suppliers and others having business dealings with it and to keep available the services of its current officers and key employees on terms and conditions substantially comparable to those currently in effect and maintain its current rights and franchises, in each case, consistent with past practice. In addition to and without limiting the generality of the foregoing, except as expressly set forth in Section 5.01 of the Company Disclosure Letter as otherwise expressly provided for or otherwise expressly required or contemplated by this Agreement, from the date hereof until the Effective Time, without the prior written consent of Family LLC, not to be unreasonably withheld or delayed, the Company shall not, and shall not permit any of its Subsidiaries to:

(a) adopt or propose any change in its certificate of incorporation or by-laws or other comparable organizational documents other than the Charter Amendment;

(b) (i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its capital stock (other than, subject to Section 5.01(l), dividends or distributions declared, set aside, made or paid by any Subsidiary wholly-owned by the Company or another Subsidiary to the Company or such other Subsidiary), (ii) split, combine or reclassify any of its capital stock or issue or propose or authorize the issuance of any other securities (including options, warrants or any similar security exercisable for, or convertible into, such other security) in respect of, in lieu of, or in substitution for, shares of its capital stock, or (iii) repurchase, redeem or otherwise acquire any shares of the capital stock of the Company or any of its Subsidiaries, or any other equity interests or any rights, warrants or options to acquire any such shares or interests other than pursuant to the Stock Plans;

(c) other than in the ordinary course of business consistent with past practice, issue, sell, grant, pledge or otherwise encumber any shares of its capital stock or other securities (including, without limitation, any options, warrants or any similar security exercisable for or convertible into such capital stock or similar security) other than (i) pursuant to the exercise of existing options in accordance with their present terms, (ii) options authorized by the Compensation Committee or the Board of Directors as of the date hereof for grant to employees or (iii) options and RSUs issued to members of the Board of Directors pursuant to the Director Stock Plans.

(d) merge or consolidate with any other Person or, other than in the ordinary course of business consistent with past practice and in accordance with the 2007 Budget, acquire an amount of assets or equity of any other Person in excess of $25,000,000;

(e) sell, lease, license, subject to a Lien, other than a Permitted Lien or otherwise surrender, relinquish or dispose of any assets, property or rights (including, without limitation, capital stock of a Subsidiary of the Company) except (i) pursuant to existing written contracts or commitments, (ii) sales of network capacity in the ordinary course, consistent with past practice, (iii) sales of assets listed in Section 5.01(e) of the Company Disclosure Letter or (iv) in an amount not in excess of $25,000,000 individually or in the aggregate;

(f) (i) make any loans, advances or capital contributions to, or investments (other than investments in the ordinary course of business consistent with past practice in wholly-owned Subsidiaries of the Company existing on the date hereof) in, any Person other than (x) pursuant to any contract or other legal obligation existing at the date of this Agreement, or (y) advances to employees in the ordinary course of business consistent with past practice, not to exceed $10,000 in each individual case, (ii) create, incur, guarantee or assume any Indebtedness, issuances of debt securities, guarantees, loans or advances, other than any of the foregoing in existence as of the date of this Agreement (including borrowings in the ordinary course of business consistent with past practices, under credit facilities of the Company or any of its Subsidiaries in existence as of the date of this Agreement), or (iii) make or commit to make any capital expenditure other than in an aggregate amount not to exceed the amount set forth in the Company's first quarter 2007 budget forecast by more than 10%;

(g) materially amend or otherwise materially modify benefits under any Company Benefit Plan, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Company Benefit Plan as currently in effect on the date hereof, fail to make any required contribution to any Company Benefit Plan, merge or transfer any Company Benefit Plan or the assets or liabilities of any Company Benefit Plan, change the sponsor of any Company Benefit Plan, or terminate or establish any Company Benefit Plan, in each case except as required by applicable Law or an existing agreement or plan identified in Section 3.08(a) of the Company Disclosure Letter;

(h) grant any increase in the compensation or benefits of directors, officers, employees, consultants, representatives or agents of the Company or any of its Subsidiaries other than in the ordinary course of business consistent with past practice, and in the aggregate not to exceed the amounts used in determining the 2007 Budget by more than 5%;

(i) other than in the ordinary course of business consistent with past practice, enter into or amend or modify any change of control, severance, consulting, retention or employment agreement with any Senior Officer, or any change of control, severance, consulting, retention or employment plan, program or arrangement;

(j) other than in the ordinary course of business consistent with past practice, settle or compromise any action, suit, claim, litigation, proceeding, arbitration, investigation, audit or controversy material to the Business of the Company and its Subsidiaries, taken as a whole (each, a "Proceeding") or enter into any consent, decree, injunction or similar restraint or form of equitable relief in settlement of any material Proceeding other than such settlements and compromises that relate to Taxes (which are the subject of Section 5.01(j)) or that, individually or in the aggregate, are not material to the Business or the Company and its Subsidiaries, taken as a whole;

(k) other than in the ordinary course of business consistent with past practice, (i) make or rescind any express or deemed material election relating to Taxes or consent to any extension of the limitations period applicable to any material Tax claim or assessment, (ii) settle or compromise any material Proceeding relating to Taxes or surrender any right to obtain a material Tax refund or credit, offset or other reduction in Tax liability or (iii) change any material method of reporting income or deductions for federal income tax purposes from those employed in the preparation of its federal income tax returns for the taxable year ending December 31, 2005;

(l) enter into any extraordinary transaction that would result in a material reduction of the CVC Restricted Payment Capacity, the CSC Restricted Payment Capacity or the RNS Restricted Payment Capacity;

(m) enter into or renew or extend any agreements or arrangements that limit materially or otherwise materially restrict the Company or any of its Affiliates or any successor thereto, or that could, after the Effective Time, limit or restrict the Surviving Corporation or any of its Affiliates or any successor thereto, from engaging or competing in any line of business or in any geographic area;

(n) materially change any method of accounting or accounting principles or practices by the Company or any of its Subsidiaries, except for any such change required by a change in GAAP or a change in applicable Law;

(o) other than in the ordinary course of business consistent with past practice, terminate, cancel, amend or modify any material insurance policies maintained by it covering the Company or any of its Subsidiaries or their respective properties which is not replaced by a comparable amount of insurance coverage;

(p) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(q) take any actions or omit to take any actions that would or would be reasonably expected to (i) result in any of the conditions to the consummation of the transactions contemplated by this Agreement set forth in Article VI not being satisfied or (ii) materially impair the ability of the Parties to consummate the transactions contemplated hereby in accordance with the terms hereof or materially delay such consummation; or

(r) agree or commit to do any of the foregoing.

Notwithstanding anything to the contrary herein, any action taken by either of Charles F. Dolan or James L. Dolan (or at either of such individual's express direction) will not be deemed actions of the Company for purposes of this Section 5.01.

Section 5.02 Notification of Certain Matters.

(a) The Company shall give prompt notice to Family LLC, and Family LLC shall give prompt notice to the Company, of the occurrence, or failure to occur, of any event which occurrence or failure to occur would be likely to cause (a) any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect or (b) any material failure of the Company, on the one hand, or CVC MergerCo or Family LLC, on the other hand, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement; provided, however, that no such notification shall affect the representations, warranties or agreements of the Parties or the conditions to the performance by the Parties hereunder.

(b) From the date hereof through the Closing, Family LLC shall notify the Company if it or any of its Affiliates (other than the Company) engages in material negotiations, agrees in principle or executes any agreement pursuant to which at least 20.1% of the consolidated assets of the Surviving Corporation would be, directly or indirectly, offered, sold, leased, exchanged or otherwise disposed of, including by way of merger, sale of equity securities or otherwise.

Section 5.03 Indemnification; Directors' and Officers' Insurance.

(a) Family LLC and the Company agree that all rights to indemnification, advancement of expenses and exculpation now existing in favor of each individual who, as of the Effective Time, is a present or former director or officer of the Company or any of its Subsidiaries (each, an "Indemnified Person") as provided in the Constituent Documents of the Company or any of such Subsidiaries, in effect as of the date hereof, shall, with respect to matters occurring prior to the Effective Time, survive the Merger and continue in full force and effect after the Effective Time. Until the sixth anniversary of the Effective Time, the Constituent Documents of the Surviving Corporation and the Constituent Documents of its Subsidiaries shall, with respect to matters occurring prior to the Effective Time, contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of the Indemnified Persons than are set forth in the Company's Constituent Documents or in the Constituent Documents of the Surviving Corporation's Subsidiaries in effect as of the date of execution of this Agreement, and such provisions shall not be amended, repealed or otherwise modified prior to the sixth anniversary of the Effective Time in any manner that would adversely affect the rights thereunder, as of the Effective Time, of any Indemnified Person, with respect to matters occurring prior to the Effective Time. Family LLC and the Company further agree that all rights to indemnification or advancement of expenses now existing in favor of Indemnified Persons in any indemnification agreement between such person and the Company or any of its Subsidiaries, as the case may be, or under Law shall survive the Merger and continue in full force and effect in accordance with the terms of such agreement or Law.

(b) The Surviving Corporation shall obtain and maintain directors and officers liability insurance policies for the Indemnified Persons with respect to matters occurring prior to the Effective Time for a period of six years from the Effective Time on terms with respect to coverage and amount no less favorable than those of the applicable policies in effect on the date hereof; provided, however, that (i) in no event shall the Surviving Corporation be obligated to expend in order to obtain or maintain insurance coverage pursuant to this Section 5.03(b) any amount per annum in excess of 200% of the aggregate premiums currently paid or payable by the Company in 2007 (on an annualized basis) for such purpose (the "Cap"), and (ii) if equivalent coverage cannot be obtained, or can be obtained only by paying an annual premium in excess of the Cap, the Surviving Company shall only be required to obtain as much coverage as can be obtained by paying an annual premium equal to the Cap.

(c) In the event the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or a substantial portion of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the

Surviving Corporation (or their respective successors or assigns) assume the obligations of the Surviving Corporation (or their respective successors or assigns) as contemplated by this Section 5.03. The Surviving Corporation shall pay all reasonable expenses, including, without limitation, reasonable attorneys' fees, that may be incurred by any Indemnified Person in enforcing the indemnity and other obligations provided in this Section 5.03. The provisions of this Section 5.03 shall survive the consummation of the Merger and expressly are intended to benefit each of the Indemnified Persons. Notwithstanding anything to the contrary, it is agreed that the rights of an Indemnified Person under this Section 5.03 shall be in addition to, and not a limitation of, any other rights such Indemnified Person may have under the Company's Constituent Documents, any other indemnification arrangements, the DGCL or otherwise, and nothing in this Section 5.03 shall have the effect of, or be construed as having the effect of, reducing the benefits to the Indemnified Persons under the Company's Constituent Documents, any other indemnification arrangements, the DGCL or otherwise with respect to matters occurring prior to the Effective Time.

Section 5.04 Access and Information. The Company shall afford to Family LLC and its representatives such access during normal business hours throughout the period prior to the Effective Time to the Company's books, records (including, without limitation, tax returns and work papers of the Company's independent auditors), facilities, personnel, management reports and to such other information as Family LLC shall reasonably request, including, without limitation, all material information regarding the amount and calculation of each of the CVC Restricted Payment Capacity, the CSC Restricted Payment Capacity and the RNS Restricted Payment Capacity, and all related worksheets and other materials with respect to such matters. All information obtained by Family LLC pursuant to this Section 5.04 shall continue to be governed by the Confidentiality Agreement.

Section 5.05 Publicity. Family LLC and the Special Committee have agreed upon the text of a press release to be issued with respect to this Agreement and the transactions contemplated hereby. None of the Parties shall issue or cause the publication of any other press release or other public announcement with respect to this Agreement, the Merger or the other transactions contemplated hereby without the prior written consent of the other Parties, except as may be required by Law or any listing agreement with a national securities exchange to which the Company is a party (provided that, in any such event, the Company shall provide Family LLC a reasonable opportunity to review and comment on such public announcement).

Section 5.06 Reasonable Best Efforts; Financing.

(a) Subject to the terms and conditions hereof, each of the Parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, and

to cooperate with each other in connection with the foregoing, including, without limitation, using its reasonable best efforts to (i) obtain all necessary Consents from other parties to material agreements, leases and other contracts, including those set forth in Section 3.04 of the Company Disclosure Schedule, provided that the Company shall not be required to make any payments or provide any economic benefits to third parties prior to the Effective Time in order to obtain any waivers, consents or approvals from any third parties hereunder, (ii) obtain all necessary Consents from Governmental Entities as are required to be obtained under any applicable Law, (iii) lift or rescind any Order adversely affecting the ability of the Parties to consummate the transactions contemplated hereby, (iv) effect any necessary registrations and filings and submissions of information requested by Governmental Entities, including, without limitation, those contemplated by or required in connection with the performance of the obligations contained in Section 1.09, (v) complete the transactions contemplated by the Commitment Letter, including, without limitation, (w) providing all information reasonably requested by the Lenders in connection with the arrangement of such financing, (x) participating in due diligence sessions, management presentations, road show presentations, drafting sessions, syndication meetings and meetings with ratings agencies, (y) preparing such audited and unaudited financial statements (including those required by the SEC), offering, private placement and syndication memoranda, prospectuses and similar documents, and providing such financial and other information, necessary for the consummation of such financing within the time periods required by the Commitment Letter and (z) assisting in the preparation of, and executing and delivering in a timely manner, underwriting, purchase, placement, credit, indemnification, registration rights and other definitive financing agreements and other certificates and documents, including, without limitation, solvency certificates, comfort letters, officers' certificates demonstrating compliance with restrictive covenants in the CVC Indentures, the CSC Indentures and the RNS Indentures, consents, pledge and security documents and perfection certificates, as may be reasonably requested in connection with the foregoing (the information and cooperation described in this clause (v), the "Required Information and Cooperation"), and (vi) fulfill all other conditions to this Agreement.

(b) Family LLC shall use its reasonable best efforts to arrange the financing contemplated by the Commitment Letter and may, in its sole discretion, replace, amend, modify, supplement or restate the Commitment Letter so long as the effect of doing so would not reasonably be expected to materially adversely impact the ability of Family LLC to consummate the transactions contemplated hereby. At the request of Family LLC, the Company shall, and shall cause its Subsidiaries to, take, solely under the direction and control of Family LLC, all action necessary or desirable in connection with the transactions contemplated by the Commitment Letter or such other financing transactions on terms and conditions no less favorable than those in the Commitment Letter as Family LLC may agree to in its sole discretion (subject to the foregoing sentence) or as may be required by Section 5.06(e) (collectively, the "Financing Transactions"), including, without limitation, being, and causing its Subsidiaries to be,

issuers, borrowers and co-obligors in the Financing Transactions. The Company shall not, and shall cause its Subsidiaries not to, close or agree to close on any of the Financing Transactions other than pursuant to instructions from Family LLC.

(c) In the event that (i) any portion of the financing contemplated by the Commitment Letter that is structured as high yield financing has not been consummated, (ii) all closing conditions contained in Article VI shall have been satisfied or waived (other than Section 6.01(g) and any conditions that by their nature will not be satisfied until the Closing), and (iii) the Interim Loans (as defined in the Commitment Letter) are available on the terms and conditions described in the Commitment Letter, then Family LLC shall instruct the Company and its Subsidiaries to borrow under and use the proceeds of the Interim Loans in lieu of the proceeds that would have been obtained from such affected portion of the high yield financing no later than the last day of the Marketing Period or, if earlier, the Termination Date. For purposes of this Agreement, the "Marketing Period" shall mean a period of 30 days beginning after the date on which on all of the closing conditions contained in Article VI have been satisfied or waived (other than Section 6.01(g) and any conditions that by their nature will not be satisfied until the Closing) throughout which (x) Family LLC has all of the Required Information and Cooperation and (y) the conditions contained in Article VI continue to be satisfied or waived (other than Section 6.01(g) and any conditions that by their nature will not be satisfied until the Closing); provided that (A) the Marketing Period shall not be deemed to have commenced or occurred if, prior to the completion of the Marketing Period, any applicable auditor shall have withdrawn its audit opinion with respect to any financial statements contained in the Required Information and Cooperation or the SEC Reports, and (B) if the Marketing Period would end during the period from August 20, 2007 through September 3, 2007, or the period from December 17, 2007 through January 1, 2008, the Marketing Period shall commence no earlier than September 3, 2007 or January 2, 2008, respectively.

(d) It is understood and agreed that Family LLC and the Company will both participate in the negotiation of the Financing Transactions (including but not limited to the negotiation of definitive financing documentation), with Family LLC having ultimate approval and control with respect to such matters, and that counsel for Family LLC will be primarily responsible for the negotiation of the terms of all definitive financing documentation; provided that, notwithstanding anything in this Section 5.06 to the contrary, the Company shall not be obligated to execute any definitive financing documentation if to do so, or to make borrowings thereunder, would be a violation of applicable law, and Family LLC and CVC MergerCo shall not be obligated to attempt to obtain financing if the execution of the related definitive documentation, or any borrowings thereunder, would be a violation of applicable law.

(e) If any portion of the financing contemplated by the Commitment Letter becomes unavailable on the terms and conditions contemplated by the Commitment

Letter (including, without limitation, as a result of the insufficiency of the CVC Restricted Payment Capacity, the CSC Restricted Payment Capacity or the RNS Restricted Payment Capacity), Family LLC shall use its reasonable best efforts to arrange for alternative financing in an amount sufficient to replace such portion of the financing contemplated by the Commitment Letter and the Company shall provide all reasonable assistance to Family LLC in connection therewith; provided that Family LLC shall be under no obligation to arrange for such alternative financing if (i) the terms and conditions thereof are materially less favorable to Family LLC or the Company than the terms and conditions contemplated by the Commitment Letter or (ii) such portion of the financing contemplated by the Commitment Letter has become unavailable as a result of the failure of the Company or any of is Subsidiaries to comply in any material respect with its obligations under this Agreement. Family LLC shall keep the Company informed on a reasonably current basis in reasonable detail of the status of its efforts to arrange the Financing Transactions and, upon the Company's request, provide copies of all documents related thereto to the Company.

Section 5.07 No Solicitation.

(a) The Company shall not, nor shall it authorize or permit any of its Subsidiaries or any of its or their respective Representatives to (and shall use its reasonable best efforts to cause such Persons not to), directly or indirectly (i) initiate, induce, solicit, facilitate or encourage any inquiry or the making, submission or announcement of any proposal that constitutes or would reasonably be expected to lead to a Takeover Proposal, (ii) enter into any letter of intent, memorandum of understanding, merger agreement or other agreement, arrangement or understanding relating to, or that would reasonably be expected to lead to, any Takeover Proposal, or (iii) continue or otherwise participate in any discussions or negotiations regarding, furnish to any Person any information or data with respect to the Company in connection with or in response to, or otherwise cooperate with or take any other action to facilitate any proposal that (A) constitutes, or would reasonably be expected to lead to, any Takeover Proposal or (B) requires the Company to abandon, terminate or fail to consummate the Merger or any other transactions contemplated by this Agreement. Notwithstanding the foregoing, prior to the receipt of the Company Stockholder Approval and Minority Approval, the Company may, in response to a *bona fide* written Takeover Proposal that did not result from a breach of this Section 5.07(a), and subject to compliance with Section 5.07(c):

(x) furnish information or data with respect to the Company or any of its Subsidiaries to the Person making such Takeover Proposal and its Representatives pursuant to and in accordance with a confidentiality agreement containing terms and conditions not materially less restrictive than those contained in the Confidentiality Agreement, provided that (I) such confidentiality agreement shall not contain any provisions that would prevent the Company from complying with its obligation to provide the required disclosure to Family LLC

pursuant to Section 5.07(b), and (II) that all such information provided to such Person has previously been provided to Family LLC or is provided to Family LLC prior to or concurrently with the time it is provided to such Person; and

(y) participate in discussions or negotiations with such Person or its Representatives regarding such Takeover Proposal;

provided, in each case, that the Special Committee determines in good faith, by resolution duly adopted after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation, that (i) the failure to furnish such information or participate in such discussions or negotiations would reasonably be expected to constitute a breach of its fiduciary duties to the Public Stockholders under applicable Law and (ii) such Takeover Proposal constitutes or would reasonably be expected to lead to a Superior Proposal. The Company shall promptly inform its Representatives of the obligations undertaken in this Section 5.07. Without limiting the foregoing, any violation of the restrictions set forth in this Section 5.07 by any Representative of the Company or any of its Subsidiaries whether or not such Person is purporting to act on behalf of the Company or any of its Subsidiaries shall be deemed to be a breach of this Section 5.07 by the Company; provided that notwithstanding anything to the contrary set forth in this Agreement, in no event shall any action taken by, or at the express direction of, Charles F. Dolan or James L. Dolan constitute a violation by the Company of this Section 5.07. Nothing contained in this Section 5.07 shall prohibit the Company from responding to any unsolicited proposal or inquiry solely by advising the Person making such proposal or inquiry of the terms of this Section 5.07.

(b) As promptly as practicable after the receipt by the Company of any Takeover Proposal or any inquiry with respect to, or that would reasonably be expected to lead to, any Takeover Proposal, and in any case within 24 hours after the receipt thereof, the Company shall provide notice to Family LLC of (i) such Takeover Proposal or inquiry, (ii) the identity of the Person making any such Takeover Proposal or inquiry, and (iii) the material terms and conditions of any such Takeover Proposal or inquiry (including, without limitation, any amendments or modifications thereto). The Company shall keep Family LLC informed on a current basis of the status of any such Takeover Proposal, including, without limitation, any changes to the price or other material terms and conditions thereof, and promptly provide Family LLC with copies of all written or e-mail correspondence or other communications and other written materials, and summaries of all oral correspondence or other communications, sent or provided to or by the Company and its Representatives in connection with any Takeover Proposal that relate to the price or other material terms and conditions of such Takeover Proposal. Notwithstanding the foregoing, if any Takeover Proposal or inquiry is made, or any other information with respect to such Takeover Proposal or inquiry is provided, solely to Charles F. Dolan or James L. Dolan, the Company shall have no obligations to Family LLC under this Section 5.07(b) with respect to such Takeover Proposal, inquiry or other

information until such time as any member of the Special Committee is made aware of such Takeover Proposal, inquiry or other information.

(c) Neither the Board of Directors nor any committee thereof (including, without limitation, the Special Committee) shall, directly or indirectly, (i) effect a Change in the Company Recommendation or (ii) approve any letter of intent, memorandum of understanding, merger agreement or other agreement, arrangement or understanding relating to, or that may reasonably be expected to lead to, any Takeover Proposal. Notwithstanding the foregoing, at any time prior to the Company Stockholder Approval or Minority Approval, the Special Committee may, subject to Section 5.7(d), in response to a Superior Proposal or an Intervening Event, effect a Change in the Company Recommendation, provided that the Special Committee determines in good faith, by resolution duly adopted after consultation with its outside legal counsel and financial advisors of nationally recognized reputation, that such action is required to comply with its fiduciary duties to the stockholders of the Company under applicable Law. Notwithstanding any Change in the Company Recommendation, this Agreement shall be submitted to the stockholders of the Company at the Company Stockholders Meeting for the purpose of adopting this Agreement and approving the Merger (it being understood and agreed that the condition contained in Section 6.01(b), as well as all of the other provisions of Article VI, shall continue to be conditions to the Parties obligations to consummate the transactions contemplated hereby to the extent set forth in Article VI).

(d) No Change in the Company Recommendation shall change the approval of the Board of Directors for purposes of causing any state takeover statute or other state law to be inapplicable to the transactions contemplated by this Agreement. The Special Committee shall not effect a Change in the Company Recommendation pursuant to Section 5.07(c) unless the Company has (x) provided written notice to Family LLC (a "Notice of Superior Proposal or Intervening Event") advising Family LLC that the Special Committee has received a Superior Proposal or an Intervening Event has occurred, which notice shall, in the case of a Superior Proposal, specify the material terms and conditions of such Superior Proposal and identify the Person making such Superior Proposal or, in the case of an Intervening Event, describe such event and its effect on the Company in reasonable detail, (y) negotiated during the four Business Day period following Family LLC's receipt of the Notice of Superior Proposal or Intervening Event in good faith with Family LLC (to the extent Family LLC wishes to negotiate) to enable Family LLC to make a proposal that renders the Superior Proposal no longer a Superior Proposal or obviates the need for a Change in the Company Recommendation as a result of the Intervening Event, as the case may be, and (z) determined in good faith, after consultation with its financial advisors of nationally recognized reputation, that any such proposal from Family LLC is not as favorable to the Public Stockholders as such Superior Proposal and does not obviate the need for a Change in the Company Recommendation as a result of the Intervening Event, as the case may be.

(e) Nothing contained in this Section 5.07 shall prohibit the Company from complying with Rule 14d-9 and Rule 14e-2 promulgated under the Exchange Act in respect of any Takeover Proposal or making any disclosure to the stockholders of the Company if the Special Committee determines in good faith, by resolution duly adopted after consultation with its outside counsel, that the failure to make such disclosure would reasonably be expected to constitute a breach of its fiduciary duties under applicable Law, provided, however that neither the Board of Directors nor any committee thereof shall, except as expressly permitted by Section 5.07(c), effect a Change in the Company Recommendation.

(f) For purposes of this Agreement:

"Intervening Event" means an event, fact, circumstance or development, unknown to the Special Committee as of the date hereof, which becomes known prior to the Company Stockholder Approval and Minority Approval.

"Takeover Proposal" means any proposal or offer in respect of (i) a tender or exchange offer, merger, consolidation, business combination, share exchange, reorganization, recapitalization, liquidation, dissolution, or similar transaction involving the Company (any of the foregoing, a "Business Combination Transaction") with any Person other than Family LLC or any Affiliate thereof (a "Third Party"), (ii) the Company's acquisition of any Third Party in a Business Combination Transaction in which the stockholders of the Third Party immediately prior to consummation of such Business Combination Transaction will own more than 20% of the Company's outstanding capital stock immediately following such Business Combination Transaction, including, without limitation, the issuance by the Company of more than 20% of any class of its equity securities as consideration for assets or securities of a Third Party, or (iii) any direct or indirect acquisition by any Third Party of 20% or more of any class of capital stock of the Company or of 20% or more of the consolidated assets of the Company and its Subsidiaries, in a single transaction or a series of related transactions.

"Superior Proposal" means any *bona fide* written proposal or offer made by a Third Party in respect of a Business Combination Transaction involving, or any purchase or acquisition of, (i) all or substantially all of the outstanding shares of Class A Stock or (ii) at least 66% of the consolidated assets of the Company and its Subsidiaries, which Business Combination Transaction or other purchase or acquisition contains terms and conditions that the Special Committee determines in good faith, by resolution duly adopted after consultation with its outside counsel and financial advisors of nationally recognized reputation, would result in a transaction that (A) if consummated, would be more favorable to the Public Stockholders than the transactions contemplated by this Agreement, taking into account all of the terms and conditions of such proposal and of this Agreement (including, without limitation, any proposal by Family LLC to amend the terms of this Agreement), and (B) is reasonably capable of being consummated on the

terms so proposed, without significant incremental delay or cost, taking into account all financial, regulatory, legal and other aspects of such proposal.

Section 5.08 Stockholder Litigation. The Company shall give Family LLC the opportunity to participate in the defense or settlement of any stockholder litigation against the Company and/or its directors relating to the transactions contemplated by this Agreement, whether commenced prior to or after the execution and delivery of this Agreement. The Company agrees that it shall not settle or offer to settle any litigation commenced prior to or after the date hereof against the Company or any of its directors or executive officers by any stockholder of the Company relating to this Agreement, the Merger, any other transaction contemplated hereby or otherwise, without the prior written consent of Family LLC, not to be unreasonably withheld, conditioned or delayed.

Section 5.09 Solvency Opinion. The Company and Family LLC shall use their reasonable best efforts to retain an appraisal or valuation firm for purposes of obtaining from such firm its opinion as to whether each of the Company and each of its Subsidiaries that is contemplated to make a distribution in connection with the transactions contemplated by the Commitment Letter will (i) in the case of any such Person that is a corporation, have at the Closing sufficient surplus under Delaware law out of which to make such distribution, (ii) in the case any such Person that is a limited liability company, after giving effect to the transactions contemplated by the Commitment Letter, have at the Closing assets the fair market value of which exceeds its liabilities and (iii) in the case of all such Persons, after giving effect to the transactions contemplated by the Commitment Letter, (x) be able to pay its debts as they come due, (y) have assets the fair value and present fair salable value of which exceed its stated liabilities and identified contingent liabilities and (z) have remaining capital that is not unreasonably small for the business in which such Person is engaged and proposed to be engaged (a favorable opinion from such firm with respect to each of the foregoing, the "Solvency Opinion").

ARTICLE VI

CONDITIONS

Section 6.01 Conditions to Obligation of Each Party to Effect the Merger. The respective obligations of the Parties to consummate the transactions contemplated by this Agreement, including the Merger, are subject to the satisfaction or waiver (by mutual written consent of the Parties) at or prior to the Closing of each of the following conditions:

(a) Stockholder Approval; Charter Amendment. The Company Stockholder Approval shall have been obtained and the Charter Amendment shall have become effective.

(b) Minority Approval. The Minority Approval shall have been obtained.

(c) Regulatory Approval. The waiting period (and any extension thereof) applicable to the transactions contemplated by the Exchange Agreement under the HSR Act shall have been terminated or shall have expired, any investigation opened by means of a second request for additional information or otherwise shall have been terminated or closed and no action shall have been instituted by the Department of Justice or the Federal Trade Commission challenging or seeking to enjoin the consummation of this transaction, which action shall not have been withdrawn or terminated.

(d) Proxy Statement. No orders suspending the use of the Proxy Statement shall have issued and no proceeding for that purpose shall have been initiated by the SEC.

(e) No Order. No court of competent jurisdiction or United States federal or state Governmental Entity shall have issued an order, decree, ruling or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Merger or the other transactions contemplated by this Agreement; provided, however, that the Parties shall use their reasonable best efforts to cause any such decree, judgment, injunction or other order to be vacated or lifted.

(f) Solvency Opinion. The Company shall have received the Solvency Opinion.

(g) Financing. The Company and certain of its Affiliates shall have received the funding from the Financing Transactions, which, together with cash held by the Company and its Subsidiaries at the Closing, is sufficient to fund the aggregate Merger Consideration and other payments required to be made by the Surviving Corporation at the Closing in connection with the transactions contemplated hereby.

Section 6.02 Conditions to Obligation of Family LLC and CVC MergerCo. The obligations of Family LLC and CVC MergerCo to effect the transactions contemplated by this Agreement, including the Merger, are subject to the satisfaction or waiver by Family LLC, at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Company set forth in this Agreement, in each case, made as if none of such representations and warranties contained any qualifications or limitations as to materiality or Material Adverse Effect, shall be true and correct, in each case, as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except to the extent that any such representation or warranty speaks as of another date), except where the failure of any such representation or warranty to be true and correct as so made, individually or in the aggregate with all other such failures, has had or would reasonably be expected to have a Material Adverse Effect, provided that the representations and warranties of the Company in Sections 3.02 and 3.03 shall be true in

all respects (except, with respect to Section 3.02, for any de minimis failure of the representations and warranties contained therein to be true and correct). Family LLC shall have received a certificate of an executive officer of the Company to such effect (without any personal liability to such executive officer).

(b) Performance of Obligations of the Company. The Company shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement at or prior to the Closing Date and Family LLC shall have received a certificate of an executive officer of the Company to such effect (without any personal liability to such executive officer).

(c) No Material Adverse Change. Since January 1, 2007, there shall not have been any state of facts, event, change, effect, development, condition or occurrence (or, with respect to facts, events, changes, effects, developments, conditions, or occurrences existing prior to the date hereof, any worsening thereof) that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(d) No Litigation. There shall not be pending any suit, action or proceeding by any Governmental Entity or other Person (other than any suit, action or proceeding by any stockholder of the Company challenging the fairness of the transactions contemplated hereby or alleging a breach of the fiduciary duties of the members of the Board of Directors in connection herewith), in each case that has a reasonable likelihood of success as reasonably determined by Family LLC (provided that, in the case of any of the foregoing brought by any Person other than a Governmental Entity, the Company shall have reasonably agreed with such determination), challenging or seeking to restrain or prohibit any of the transactions contemplated hereby.

(e) Tax Certification. Family LLC shall have received a certification from the Company in the form prescribed by Treasury regulations under Section 1445 of the Code to the effect that the Company is not (and was not at any time during the five-year period ending on the date of the Closing) a "United States real property holding corporation" within the meaning of Section 897 (c)(2) of the Code.

(f) Dissenting Shares. The total number of Dissenting Shares shall not exceed 10% of the issued and outstanding shares of Class A Stock immediately prior to the filing of the Merger Certificate.

(g) Third-Party Consents. Each of the Consents required to be listed in Section 3.04(a) and (b) of the Company Disclosure Letter shall have been made or obtained, unless the failure to obtain such Consent would, individually or in the aggregate, not be reasonably expected to have a Material Adverse Effect; provided that each of the Consents listed on Section 6.02(g) of the Company Disclosure Letter shall have been obtained.

(h) Ancillary Agreements. The Company shall have duly executed and delivered to Family LLC a copy of each Ancillary Agreement to which it is party, each of which shall be in full force and effect.

Section 6.03 Conditions to Obligations of the Company. The obligation of the Company to effect the transactions contemplated by this Agreement, including the Merger, is subject to the satisfaction or waiver by the Company at or prior to the Closing, of the following additional conditions:

(a) Representations and Warranties. Each of the representations and warranties of CVC MergerCo and Family LLC set forth in this Agreement, in each case, made as if none of such representations and warranties contained any qualifications or limitations as to materiality or material adverse effect, shall be true and correct, in each case, as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except to the extent that any such representation and warranty speaks as of another date), except where the failure of any such representation and warranty to be true and correct as so made does not, individually or in the aggregate with all such failures, has had or could reasonably be expected to have a Family Material Adverse Effect, provided that the representations and warranties of Family LLC in Section 4.02 shall be true in all material respects. The Company shall have received a certificate of Charles F. Dolan or James L. Dolan to such effect (without any personal liability to such executive officer).

(b) Performance of Obligations of CVC MergerCo and Family LLC. Each of CVC MergerCo and Family LLC shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement and the Ancillary Agreements at or prior to the Closing and the Company shall have received a certificate of the managing member or an executive officer of Family LLC to such effect (without any personal liability to such executive officer).

(c) Ancillary Agreements. Each of the Ancillary Agreements shall have been executed and delivered by each party thereto other than the Company and shall be in full force and effect.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

Section 7.01 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time, whether prior to or after receipt of the Company Stockholder Approval:

(a) by mutual written consent of Family LLC and the Company (acting at the direction of the Special Committee);

(b) by either Family LLC or the Company (with the prior approval of the Special Committee), if:

(i) the Merger shall not have been consummated by March 31, 2008 (such date, the "Termination Date"), provided that the right to terminate the Agreement pursuant to this Section 7.01(b)(i) shall not be available to any Party whose failure to perform any of its obligations under this Agreement has been the cause of the failure of the Merger to be consummated by such time;

(ii) any Governmental Entity of competent jurisdiction issues an order, judgment, decision, opinion, decree or ruling or takes any other action (which the party seeking to terminate this Agreement shall have used its reasonable best efforts to resist, resolve, annul, quash or lift, as applicable) permanently restraining, enjoining or otherwise prohibiting the Merger and such order, judgment, decision, opinion, decree or ruling or other action shall have become final and non-appealable; or

(iii) the Company Stockholder Approval and the Minority Approval shall not have been obtained at the Company Stockholders Meeting or any adjournment or postponement thereof; provided that the right to terminate the Agreement pursuant to this Section 7.01(b)(iii) shall not be available to the Company if it has not complied in all material respects with its obligations under Section 5.07;

(c) by Family LLC, if:

(i) the Company shall have breached or failed to perform in any material respect any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by the Company prior to the Termination Date or is not cured by the Termination Date, and (B) would result in a failure of any condition set forth in Sections 6.02(a) or (b); or

(ii) a Change in the Company Recommendation shall have occurred;

(d) by the Company if CVC MergerCo or Family LLC shall have breached or failed to perform in any material respect any of their representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by CVC MergerCo or Family LLC, as the case may be, prior to the Termination Date or is not cured by the Termination Date and (B) would result in a failure of any condition set forth in Sections 6.03(a) or (b).

Section 7.02 Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.01, except as provided in Section 8.01, this

Agreement shall forthwith become void and have no effect, and there shall be no liability on the part of any Party, except for the provisions of this Section 7.02, Section 7.03 and Article VIII, each of which shall remain in full force and effect; provided, however, that no Party shall be relieved or released from any liability or damages arising from a willful and material breach of any provision of this Agreement.

Section 7.03 Expenses. All Expenses shall be borne by the Party incurring such Expenses, it being understood and agreed that (i) Expenses associated with the printing, filing and mailing of the Proxy Statement and the Schedule 13E-3 and any amendments or supplements thereto, the solicitation of stockholder approvals and the Solvency Opinion shall be borne by the Company, and (ii) each of the Company and Family LLC shall pay one-half of any filing fees required to be paid in connection with any filing made under the HSR Act in connection with the transactions contemplated hereby.

Section 7.04 Amendment; Company Action. This Agreement may not be amended and no waiver, consent or approval by or on behalf of the Company (or Special Committee, if applicable) may be granted except pursuant to an instrument in writing signed by or on behalf of the Company (or Special Committee, if applicable) following approval of such action by the Special Committee and signed by Family LLC; provided, however, that following the Company Stockholder Approval and Minority Approval at the Company Stockholders Meeting, if applicable, no amendment may be made to this Agreement that by law requires further approval or authorization by the stockholders of the Company or CVC MergerCo without such further approval or authorization. From and after the date hereof, the Board of Directors shall act solely through the Special Committee with respect to any actions of the Company to be taken with respect to this Agreement, including any amendment, modification, or waiver of this Agreement.

Section 7.05 Extension and Waiver. At any time prior to the Effective Time, whether before or after receipt of the Company Stockholder Approval at the Company Stockholders Meeting, if applicable:

(a) the Special Committee on behalf of the Company may (i) extend the time for the performance of any of the obligations or other acts of CVC MergerCo and Family LLC, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document, certificate or writing delivered by CVC MergerCo or Family LLC pursuant hereto or (iii) waive compliance by CVC MergerCo or Family LLC with any of the agreements or with any conditions to the Company's obligations.

(b) Family LLC may (i) extend the time for the performance of any of the obligations or other acts of the Company, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document, certificate or writing delivered by the Company pursuant hereto or (iii) waive compliance by the Company with any of the agreements or with any conditions to CVC MergerCo or Family LLC's obligations.

(c) Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party by a duly authorized officer.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Non-Survival of Representations, Warranties and Agreements. The representations, warranties and agreements in this Agreement shall terminate at the Effective Time or the termination of this Agreement pursuant to Section 7.01, as the case may be, except that the agreements set forth in Section 7.02, 7.03 and Article VIII shall survive termination and this Section 8.01 shall not limit any covenant or agreement of the Parties which by its terms contemplates performance after the Effective Time. Upon any termination of this Agreement, the Guarantee shall terminate to the extent provided therein.

Section 8.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telecopy, overnight courier service or by registered or certified mail (postage prepaid, return receipt requested), to the respective Parties at the following addresses or at such addresses as shall be specified by the Parties by like notice:

(a) If to Family LLC or CVC MergerCo:

c/o Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Telecopier: (516) 803-1186
Attention: Brian G. Sweeney

with a copy to (which shall not constitute notice):

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telecopier: (212) 909-6836
Attention: Richard D. Bohm

(b) If to the Company or the Special Transaction Committee:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Telecopier: (516) 803-2577
Attention: Victoria D. Salhus

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Telecopier: (212) 728-9261
Attention: Daniel D. Rubino

and

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Telecopier: (212) 558-3588
Attention: John P. Mead

Section 8.03 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent that mandatory provisions of federal law apply. Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Delaware and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action except in such court, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Delaware state court, (c) waives, to the fullest extent it may legally and effectively do so any objection which it may now or hereafter have to venue of any such action or proceeding in any such Delaware state court, and (d) waives, to the fullest extent permitted by Law, the defense of any inconvenient forum to the maintenance of such action or proceeding in any such Delaware state court. Each of the Parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the Parties to this Agreement irrevocably consents to service of process in any such action or proceeding in

the manner provided for notices in Section 8.02 of this Agreement; provided, however, that nothing in this Agreement shall affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

Section 8.04 Entire Agreement; Assignment. This Agreement (together with the Exhibits hereto and the Disclosure Letters), the Confidentiality Agreement and the Ancillary Agreements contain the entire agreement among the Parties with respect to the Merger and the other transactions contemplated hereby and thereby and supersede all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to these matters. Each Party has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void, except that Family LLC may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to any wholly owned Subsidiary of Family LLC without the consent of the Company, but no such assignment shall relieve Family LLC of any of its obligations under this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 8.05 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any terms or provisions of this Agreement in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 8.06 Headings. Headings are used for reference purposes only and do not affect the meaning or interpretation of this Agreement.

Section 8.07 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors, legal representatives and permitted assigns, and, except for the provisions of Section 5.03

hereof, which shall be enforceable by the beneficiaries contemplated thereby, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement; provided that after the Effective Time the Public Stockholders shall be express third-party beneficiaries of the provisions of Section 1.07 and 2.02 to the extent such provisions obligate the Company to make payments to the Public Stockholders of the Merger Consideration and for no other purpose.

Section 8.08 Remedies.

(a) The Parties hereto agree that irreparable harm would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms hereof in addition to any other remedies to which they are entitled at law or in equity.

(b) The Parties hereto further agree that (i) the current, former and prospective members of Family LLC and their respective Affiliates (other than Family LLC and CVC MergerCo) are not Parties to this Agreement, (ii) the Company shall not have any right to cause any monies or other assets to be contributed to Family LLC or CVC MergerCo by any current, former or prospective holder of membership interests in Family LLC or any of their respective Affiliates, trustees or beneficiaries, and (iii) except to the extent provided in the Guarantee, the Company may not otherwise pursue any claim or seek any legal or equitable remedy in connection with this Agreement (including, for avoidance of doubt, monetary damages and specific performance) against any current, former or prospective holder of membership interests in Family LLC or any Affiliate, trustee or beneficiary thereof (other than CVC MergerCo). Neither Family LLC nor CVC MergerCo shall have any liability to the Company in respect of any claims for monetary damages that the Company may bring against Family LLC and/or CVC MergerCo pursuant to or in connection with this Agreement that are in an aggregate amount, including all other such claims that have been brought by the Company against Family LLC or CVC MergerCo, in excess of $300,000,000 (the "Family Liability Cap"). Notwithstanding any other provision of this Agreement, if the payment to the Company of any judgment for monetary damages would cause the Family Liability Cap to be exceeded, such judgment shall be paid only in such portion as would not cause the Family Liability Cap to be exceeded. No Party shall be liable to any other Party hereunder for monetary damages except for a material breach of this Agreement.

Section 8.09 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 8.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS CONTAINED IN THIS SECTION 8.10.

Section 8.11 Definitions. As used in this Agreement:

"2007 Budget" means the budget of the Company for fiscal year 2007 as approved by the Board of Directors on December 19, 2006, as updated by the first quarter forecast.

An "Affiliate" of any Person means another Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

"Ancillary Agreements" means the Voting Agreement, the Exchange Agreement, the Guarantee, and any other agreements contemplated by this Agreement or the foregoing.

"Board of Directors" means the board of directors of the Company.

"Business" means the business and operations of the Company and its Subsidiaries as currently conducted.

"Business Day" means any day on which banks are not required or authorized to close in the City of New York.

"Charter Amendment" means an amendment to the certificate of incorporation of the Company, substantially in the form of Exhibit G.

"Company Benefit Plan" means each "employee benefit plan", as such term is defined in Section 3(3) of ERISA, and each employment, consulting, bonus, incentive or deferred compensation, severance, termination, retention, change of control, stock option, stock appreciation, stock purchase, restricted stock, deferred stock, phantom stock or other equity-based, performance or other employee or retiree benefit or compensation plan, program, arrangement, agreement, policy or understanding, whether written or unwritten, that provides or may provide benefits or compensation in respect of any current or former stockholder, officer, director or employee of the Company or the beneficiaries or dependents of any such person that is or has been maintained or established by the Company or any other Related Person, or to which the Company or any Related Person contributes or is or has been obligated or required to contribute.

"Company Financial Statements" means the consolidated financial statements of the Company and its Subsidiaries included in the Company SEC Reports together, in the case of year-end statements, with reports thereon by the independent auditors of the Company, including in each case a consolidated balance sheet, a consolidated statement of income, a consolidated statement of stockholders' equity and a consolidated statement of cash flows, and accompanying notes.

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of October 12, 2006, between Charles F. Dolan, James L. Dolan and the Company.

"Consents" means consents, approvals, waivers, authorizations, permits, filings or notifications.

"Constituent Documents" means with respect to any entity, the certificate or articles of incorporation, the by-laws of such entity or any similar charter or other organizations documents of such entity.

"CSC" means CSC Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of the Company.

"CSC Restricted Payment Capacity" means, at any given time, the amount of "Restricted Payments" (as defined in the applicable CSC Indenture) that would be permitted as of such time by the most restrictive of the CSC Indentures.

"CVC Restricted Payment Capacity" means, at any given time, the amount of "Restricted Payments" (as defined in the applicable CVC Indenture) that would be permitted as of such time by the most restrictive of the CVC Indentures.

"DGCL" means the General Corporation Law of the State of Delaware.

"Equity Award Price Per Share" means the greater of (A) the Merger Consideration and (B) the highest fair market value per share of Class A Stock during the ninety-day period ending on the Effective Time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Shares" means shares of Company Stock held by the Family Stockholders, Family LLC, any Subsidiary of Family LLC, the Company or any wholly-owned Subsidiary of the Company or held in the Company's treasury.

"Expenses" of a Person means all out-of-pocket expenses (including, without limitation, all fees and expenses of counsel, accountants, investment bankers, experts and consultants to a Party hereto and its Affiliates), incurred by or on behalf of such Person in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, including the preparation, printing, filing and mailing, as the case may be, of the Proxy Statement and the Schedule 13E-3 and any amendments or supplements thereto, and the solicitation of stockholder approvals and all other matters related to the transactions contemplated hereby.

"Franchise Agreements" means all franchise agreements and similar governing agreements, instruments and resolutions and franchise related statutes and ordinances or written acknowledgements of a Governmental Entity that are necessary or required to operate cable television services.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"Indebtedness" means, with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid (other than trade payables incurred in the ordinary course of business consistent with past practices), (iv) all obligations of such Person under conditional sale or other title retention agreements relating to any property purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for raw materials, inventory, services and supplies incurred in the ordinary course of business consistent with past practices), (vi) all lease obligations of such Person capitalized on the books and records of such Person, (vii) all obligations of others secured by a Lien on property or

assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (viii) all obligations of such Person under interest rate, currency or commodity derivatives or hedging transactions, (ix) all letters of credit or performance bonds issued for the account of such Person (excluding (a) letters of credit issued for the benefit of local franchising authorities, or suppliers to support accounts payable to suppliers incurred in the ordinary course of business consistent with past practices, (b) standby letters of credit relating to workers' compensation insurance and surety bonds and (c) surety bonds and customs bonds) and (x) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person.

"Law" (and with the correlative meaning "Laws") means rule, regulation, statutes, orders, ordinance, guideline, code, or other legally enforceable requirement, including but not limited to common law, state, local and federal laws or securities laws and laws of foreign jurisdictions.

"Liens" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, adverse claim, encumbrance, lien (statutory or other), other charge or security interest; or any preference, priority or other agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, or any capital lease having substantially the same economic effect as any of the foregoing).

"Material Adverse Effect" means any effect that is or would reasonably be expected to be materially adverse to the business, assets (including intangible assets), condition (financial or otherwise) or results of operations of the Company or would reasonably be expected to materially impair the Company's ability to perform its obligations under this Agreement; provided, however, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been or would be, a Material Adverse Effect: (A) any adverse effect that results from general economic, business, financial or market conditions that does not disproportionately affect the Company or any Company Subsidiary, (B) any adverse effect arising from any action taken by the Company to comply with its obligations under this Agreement, (C) any adverse effect that results from any change in the Laws governing the Company's Franchise Agreements, (D) any adverse effect that results from the matter set forth on Section 8.11 of the Company Disclosure Letter and (E) any adverse effect generally affecting the industry or industry sectors in which the Company or any of the Company's Subsidiaries operates that does not disproportionately affect the Company or any Company Subsidiary relative to the other participants in the industry or industry sectors in which the Company or such Company Subsidiary operates.

"NYSE" means The New York Stock Exchange.

"Order" means any charge, order, writ, injunction, judgment, decree, ruling, determination, directive, award or settlement, whether civil, criminal or administrative and whether formal or informal, applicable to the Company or any Subsidiary.

"Other Dolan Entities" means Dolan Family LLC, the Charles F. Dolan Charitable Remainder Trust, the Dolan Family Foundation, the Marissa Waller 1989 Trust and the Dolan Children's Foundation.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

"Related Person" means any trade or business, whether or not incorporated, which, together with the Company, is or would have been at any date of determination occurring within the preceding six years, treated as a single employer under Section 414 of the Code.

"Representatives" of a Person means the officers, directors, employees, accountants, counsel, financial advisors, consultants, financing sources and other advisors or representatives of such Person.

"Restricted Shares" means shares of Class A Stock issued under the Stock Plans, which remain subject to vesting requirements under the applicable Stock Plan and award agreement as of the Closing.

"RNS" means Rainbow National Services, LLC, a Delaware limited liability company.

"RNS Restricted Payment Capacity" means, at any given time, the amount of "Restricted Payments" (as defined in the applicable RNS Indenture) that would be permitted as of such time by the most restrictive of the RNS Indentures.

"SEC" means the United States Securities and Exchange Commission.

"Senior Officer" means any "executive officer" of the Company, as that term is defined in Rule 3b-7 of the Exchange Act.

"Subsidiary" when used with respect to any party means any corporation or other organization, whether incorporated or unincorporated, (i) of which such party or any other Subsidiary of such party is a general partner (excluding partnerships, the general partnership interests of which held by such party or any Subsidiary of such party do not have a majority of the voting interests in such partnership) or (ii) at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect

to such corporation or other organization is directly or indirectly owned or controlled by such party or by any one or more of its Subsidiaries, or by such party and one or more of its Subsidiaries.

"Tax" (and with the correlative meaning "Taxes") shall mean all federal, state, local or foreign net income, franchise, gross income, sales, use, ad valorem, property, gross receipts, license, capital stock, payroll, withholding, excise, severance, transfer, employment, alternative or add-on minimum, stamp, occupation, premium, environmental or windfall profits taxes, and other taxes, charges, fees, levies, imposts, customs, duties, licenses or other assessments, together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority.

"Tax Return" means all federal, state, local and foreign tax returns, estimates, information statements, schedules and reports relating to Taxes.

"Taxing Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Entity.

[Signatures on the following page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CENTRAL PARK HOLDING COMPANY, LLC

By: /s/ Charles F. Dolan
Name: Charles F. Dolan
Title: President

CENTRAL PARK MERGER SUB, INC.

By: /s/ Charles F. Dolan
Name: Charles F. Dolan
Title: President

CABLEVISION SYSTEMS CORPORATION

By: /s/ Michael P. Huseby
Name: Michael P. Huseby
Title: Executive Vice President and Chief Financial Officer

Exhibit A

Family Stockholders

Charles F. Dolan
James F. Dolan
Patrick F. Dolan
Thomas C. Dolan
Kathleen M. Dolan
Deborah A. Dolan-Sweeney
Marianne Dolan Weber
Dolan Grandchildren Trust
DC James Trust
DC Patrick Trust
DC Thomas Trust
DC Kathleen Trust
DC Deborah Trust
DC Marianne Trust
CFD Trust No. 1.
CFD Trust No. 2
CFD Trust No. 3
CFD Trust No. 4
CFD Trust No. 5
CFD Trust No. 6
Tara Dolan 1989 Trust
Charles Dolan 1989 Trust
Ryan Dolan 1989 Trust
Charles F. Dolan 2001 Family Trust

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EXECUTION COPY

Exhibit B

EXCHANGE AGREEMENT

This Exchange Agreement (this "Agreement") is made and entered into as of May 2, 2007, among Central Park Holding Company, LLC, a Delaware limited liability company ("Family LLC"), and the stockholders ("Stockholders") of Cablevision Systems Corporation (the "Company") listed on Annex A attached hereto.

WHEREAS, concurrently with the execution and delivery of this Agreement, Family LLC, Central Park Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Family LLC ("MergerCo"), and the Company are entering into an Agreement and Plan of Merger (as the same may be amended, modified or supplemented from time to time, the "Merger Agreement"), which provides, among other things, for the merger of MergerCo with and into the Company, with the Company surviving as a wholly-owned subsidiary of Family LLC (the "Merger");

WHEREAS, as of the date hereof, each Stockholder is the beneficial owner of, and has the sole or shared right to vote and dispose of, that number of shares of Class A common stock, par value $0.01 per share, of the Company ("Class A Stock") and that number of shares of Class B common stock, par value $0.01 per share, of the Company ("Class B Stock" and together with Class A Stock, "Common Stock"), set forth opposite such Stockholder's name on Annex A hereto;

WHEREAS, subject to the conditions set forth herein, immediately prior to the Effective Time (i) each Stockholder desires to exchange that number of shares of Common Stock set forth opposite such Stockholder's name on Annex A hereto (such Stockholder's "Rollover Shares"), and (ii) Family LLC desires to issue to such Stockholder, in exchange (the "Exchange") for such Rollover Shares, limited liability company interests in Family LLC ("Family LLC Units") as set forth opposite each Stockholder's name on Annex A hereto.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties contained herein, the parties hereto agree as follows:

1. Share Exchange.

(a) Immediately prior to the Effective Time (as defined in the Merger Agreement), each Stockholder will assign, transfer, convey and deliver such Stockholder's Rollover Shares to Family LLC and, in exchange for such Rollover Shares, Family LLC shall issue and deliver to such Stockholder the number of Family LLC Units set forth opposite such Stockholder's name on Annex A. If any Rollover Shares are held in "street name" by the Stockholder, such Stockholder agrees to arrange for appropriate transfer to Family LLC hereunder.

(b) In the event that the Exchange is consummated but the Merger Agreement is terminated in accordance with its terms, then the Exchange will be void *ab initio* and deemed not to have occurred and each Stockholder will deliver to Family LLC the number of Family LLC Units received by such Stockholder pursuant to paragraph (a) of this Section 1 and Family LLC will deliver to each Stockholder the Rollover Shares previously delivered by such Stockholder to Family LLC.

2. Closing.

(a) The closing of the transactions contemplated by this Agreement (the "Exchange Closing") will take place at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, immediately prior to the Closing (as defined in the Merger Agreement).

(b) At the Exchange Closing, each Stockholder will deliver to Family LLC stock certificates duly endorsed for transfer to Family LLC, or accompanied by stock powers duly endorsed in blank, and representing each such Stockholder's Rollover Shares, and Family LLC will reflect on its books and records such Stockholder's ownership of the number of Family LLC Units set forth opposite such Stockholder's name on Annex A.

3. Representations and Warranties of the Investors. Each Stockholder represents and warrants, severally but not jointly, as follows:

(a) Binding Agreement. Each Stockholder has the capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Such Stockholder has duly and validly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

(b) Ownership of Shares. Such Stockholder is the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, which meaning will apply for all purposes of this Agreement) of, and has the sole or shared power to vote and dispose of the number of shares of Common Stock set forth opposite such Stockholder's name in Annex A hereto, free and clear of any security interests, liens, charges, encumbrances, equities, claims, options or limitations of whatever nature and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise

dispose of such shares), except as may exist by reason of this Agreement, any margin loan, any agreement among the Stockholders or pursuant to applicable law. Except as provided for in this Agreement, there are no outstanding options or other rights to acquire from such Stockholder, or obligations of such Stockholder to sell or to dispose of, any of such shares.

(c) No Conflict. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the performance of such Stockholder's obligations hereunder will (a) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under any contract, agreement, instrument, commitment, arrangement or understanding to which such Stockholder is a party, or result in the creation of a security interest, lien, charge, encumbrance, equity or claim with respect to such Stockholder's Rollover Shares, or (b) require any material consent, authorization or approval of any person, entity or governmental entity, or (c) violate or conflict with any writ, injunction or decree applicable to such Stockholder or such Stockholder's Rollover Shares.

(d) Accredited Investor. Such Stockholder is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

(e) Investor's Experience. (A) Such Stockholder's financial situation is such that the Stockholder can afford to bear the economic risk of holding the Family LLC Units to be received by such Stockholder, (B) such Stockholder can afford to suffer complete loss of his investment in such Family LLC Units, and (C) such Stockholder's knowledge and experience in financial and business matters are such that the Stockholder is capable of evaluating the merits and risks of the Stockholder's investment in such Family LLC Units.

(f) Investment Intent. Such Stockholder is acquiring Family LLC Units solely for the Stockholder's own account for investment and not with a view to or for sale in connection with any distribution thereof. The Stockholder agrees that the Stockholder will not, directly or indirectly, offer, transfer, sell, pledge, hypothecate or otherwise dispose of any Family LLC Units (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of any of the Family LLC Units), except in compliance with (i) the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, (ii) applicable state and non-U.S. securities or "blue sky" laws and (iii) the provisions of this Agreement and any other agreement entered into among the Stockholders.

4. Conditions Precedent. The obligations of each Stockholder to consummate the transactions contemplated hereby are subject to the conditions set forth in Article VI of the Merger Agreement being satisfied or waived by the Company or Family LLC, as the case may be.

5. Certain Approvals. Family LLC shall not agree to any material amendment to the Merger Agreement, including, without limitation, any increase in the Merger Consideration (as defined in the Merger Agreement), or the Commitment Letter (as defined in the Merger Agreement) without the consent of the holders of two-thirds of the aggregate number of shares of Common Stock set forth on Schedule A.

6. Operating Agreement. Simultaneously with the Closing (as defined in the Merger Agreement), the Stockholders, including Charles F. Dolan in his capacity as a Stockholder and the sole member of Family LLC, shall enter into an Amended and Restated Limited Liability Company Agreement of Family LLC, substantially on the terms contained in Annex B hereto.

7. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telecopy, overnight courier service or by registered or certified mail (postage prepaid, return receipt requested), to any Stockholder at the address of such Stockholder set forth on Annex A (or at such other address as shall be specified by such Stockholder by like notice) and to Family LLC at the following addresses or at such other address as shall be specified by Family LLC by like notice:

to:

Central Park Holding Company, LLC
c/o Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Telecopier: (516) 803-1186
Attention: Brian G. Sweeney

with a copy to (which shall not constitute notice):

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telecopier: (212) 909-6836
Attention: Richard D. Bohm

(b) Binding Effect; Benefits. This Agreement will be binding upon the successors, heirs, executors and administrators of the parties hereto. Nothing in this Agreement, express or implied, is intended or will be construed to give any person other than the parties to this Agreement and their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. No party will have liability for any breach of any representation or warranty contained herein, except for any knowing or intentional breach thereof.

(c) Amendments. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all of the parties hereto.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by any Stockholder without the prior written consent of Family LLC.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent that mandatory provisions of federal law apply. Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Delaware and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action except in such court, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Delaware state court, (c) waives, to the fullest extent it may legally and effectively do so any objection which it may now or hereafter have to venue of any such action or proceeding in any such Delaware state court, and (d) waives, to the fullest extent permitted by Law, the defense of any inconvenient forum to the maintenance of such action or proceeding in any such Delaware state court. Each of the Parties hereto agrees that a final judgment in

any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the Parties to this Agreement irrevocably consents to service of process in any such action or proceeding in the manner provided for notices in Section 7(a) of this Agreement; provided, however, that nothing in this Agreement shall affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

(f) Counterparts. This Agreement may be executed by facsimile and in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

(h) Waiver. Any party to this Agreement may waive any condition to their obligations contained herein.

(i) Termination. This Agreement will terminate on the earliest to occur of (i) the termination of the Merger Agreement in accordance with its terms and (ii) the consummation of the Merger pursuant to the Merger Agreement. Termination will not relieve any party from liability for any intentional breach of its obligations hereunder committed prior to such termination.

[*Signature Page Follows*]

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

CENTRAL PARK HOLDING COMPANY, LLC

By: /s/ Charles F. Dolan
Name: Charles F. Dolan
Title: President

/s/ Charles F. Dolan
Charles F. Dolan

/s/ James L. Dolan
James L. Dolan

/s/ Thomas C. Dolan
Thomas C. Dolan

/s/ Patrick F. Dolan
Patrick F. Dolan

/s/ Deborah A. Dolan-Sweeney
Deborah A. Dolan-Sweeney

/s/ Marianne Dolan Weber
Marianne Dolan Weber

/s/ Kathleen Dolan

Kathleen Dolan, individually and as a Trustee of the Dolan Grandchildren Trust, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5 and the CFD Trust No. 6 and as Trustee of the Charles Dolan 1989 Trust, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

/s/ Paul J. Dolan

Paul J. Dolan, not individually, but solely as a Trustee of the Dolan Grandchildren Trust, the DC James Trust, the DC Kathleen Trust, the CFD Trust No. 1 and the CFD Trust No. 6

/s/ Mary S. Dolan

Mary S. Dolan, not individually, but solely as a Trustee of the DC Deborah Trust, the DC Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4

/s/ Matthew J. Dolan

Matthew J. Dolan, not individually, but solely as a Trustee of the DC Marianne Trust, the DC Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5

/s/ Lawrence J. Dolan

Lawrence J. Dolan, not individually, but solely as a Trustee of the Charles F. Dolan 2001 Family Trust

/s/ David M. Dolan

David M. Dolan, not individually, but solely as a Trustee of the Charles F. Dolan 2001 Family Trust

Annex A

Name and Address of Investor	Rollover Shares	Family LLC Units
Charles F. Dolan 119 Cove Neck Road Oyster Bay, NY 11771	25,742,734	25,742,734
James F. Dolan c/o JLD Family Office 1111 Stewart Avenue Bethpage, NY 11714	215,958	215,958
Patrick F. Dolan 48 Midland Street Cold Spring Harbor, NY 11724	75,490	75,490
Thomas C. Dolan c/o Cablevision Systems Corporation 1111 Stewart Avenue Bethpage, NY 11714	122,668	122,668
Kathleen M. Dolan 94B Bowman Road Barnard, VT 05031	6,381	6,381
Deborah A. Dolan-Sweeney 91 Cove Neck Road Oyster Bay, NY 11771	6,381	6,381
Marianne Dolan Weber 33 Southard Avenue Rockville Centre, NY 11570	6,381	6,381
Dolan Grandchildren Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,600	1,600

Name and Address of Investor	Rollover Shares	Family LLC Units
DC James Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,934,443	1,934,443
DC Patrick Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,878,085	1,878,085
DC Thomas Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,934,443	1,934,443
DC Kathleen Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,934,443	1,934,443
DC Deborah Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,934,443	1,934,443
DC Marianne Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,878,085	1,878,085
CFD Trust No. 1 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,932,937	1,932,937

Name and Address of Investor	Rollover Shares	Family LLC Units
CFD Trust No. 2 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,932,937	1,932,937
CFD Trust No. 3 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,876,579	1,876,579
CFD Trust No. 4 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,857,434	1,857,434
CFD Trust No. 5 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,932,938	1,932,938
CFD Trust No. 6 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	1,932,938	1,932,938
Tara Dolan 1989 Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	60,627	60,627
Charles Dolan 1989 Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	60,627	60,627

Name and Address of Investor	Rollover Shares	Family LLC Units
Ryan Dolan 1989 Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	60,627	60,627
Charles F. Dolan 2001 Family Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	7,809,110	7,809,110

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EXECUTION COPY
Exhibit C

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of May 2, 2007, is entered into by and among Cablevision Systems Corporation, a Delaware corporation ("CVC"), and each of the stockholders of CVC listed on Annex A hereto (each a "Stockholder" and collectively, the "Stockholders").

WHEREAS, concurrently with the execution and delivery of this Agreement, Central Park Holding Company, LLC, a Delaware limited liability company ("Parent"), Central Park Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("MergerCo"), and CVC are entering into an Agreement and Plan of Merger (as the same may be amended, modified or supplemented from time to time, the "Merger Agreement"), which provides, among other things, for the merger of MergerCo with and into CVC, with CVC surviving as a wholly-owned subsidiary of Parent (the "Merger");

WHEREAS, as of the date hereof, each Stockholder is the beneficial owner of, and has the sole or shared right to vote and dispose of, the number of shares of Class A common stock of CVC (the "Class A Shares") and shares of Class B common stock of CVC (the "Class B Shares" and together with the Class A Shares, the "Shares") set forth opposite such Stockholder's name on Annex A hereto;

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, CVC has required that each of the Stockholders agree, and each of the Stockholders is willing to agree, to the matters set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth below, the parties hereto agree as follows:

1. Voting of Shares.

1.1 Voting Agreement. From the date hereof, and until the termination of this Agreement pursuant to Section 5, each Stockholder hereby agrees to vote (or cause to be voted) all of its Shares, at any annual, special or other meeting of the stockholders of CVC, and at any adjournment or adjournments or postponement thereof, or pursuant to any consent in lieu of a meeting or otherwise, which such Stockholder has the right to so vote in favor of the approval of the Merger Agreement, the transactions contemplated thereby (including, without limitation, the Merger) and any actions required in furtherance thereof, including the adoption of the Charter Amendment (as defined in the Merger Agreement).

1.2 Irrevocable Proxy. Each Stockholder constitutes and appoints CVC and each of Charles F. Dolan and James L. Dolan, from and after the date hereof until the earlier to occur of the Effective Time (as defined in the Merger Agreement) and the termination of this Agreement pursuant to Section 5 (at which point such constitution and

appointment shall automatically be revoked), as such Stockholder's attorney, agent and proxy (each such constitution and appointment, an "Irrevocable Proxy"), with full power of substitution, to vote and otherwise act with respect to all of such Stockholder's Shares at any annual, special or other meeting of the stockholders of CVC, and at any adjournment or adjournments or postponement thereof, and in any action by written consent of the stockholders of CVC, on the matters and in the manner specified in Section 1.1. EACH SUCH PROXY AND POWER OF ATTORNEY IS IRREVOCABLE AND COUPLED WITH AN INTEREST AND, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SHALL BE VALID AND BINDING ON ANY PERSON TO WHOM SUCH STOCKHOLDER MAY TRANSFER ANY OF ITS SHARES IN BREACH OF THIS AGREEMENT. Each Stockholder hereby revokes all other proxies and powers of attorney with respect to all of such Stockholder's Shares that may have heretofore been appointed or granted with respect to the matters covered by Section 1.1, and no subsequent proxy or power of attorney shall be given (and if given, shall not be effective) by such Stockholder with respect thereto on the matters covered by Section 1.1. All authority herein conferred or agreed to be conferred by any Stockholder shall survive the death or incapacity of such Stockholder and any obligation of any Stockholder under this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of such Stockholder. It is agreed that CVC will not use the Irrevocable Proxy granted by any Stockholder unless such Stockholder fails to comply with Section 1.1 and that, to the extent CVC uses any such Irrevocable Proxy, it will only vote the Shares subject to such Irrevocable Proxy with respect to the matters specified in, and in accordance with the provisions of, Section 1.1.

1.3 Waiver of Appraisal Rights. Each Stockholder hereby waives any rights of appraisal or rights to dissent from the Merger.

1.4 Stop Transfer. Each Stockholder agrees that it shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing such Stockholder's Shares, unless such Transfer (as defined below) is made in compliance with this Agreement.

2. Representations and Warranties of Each Stockholder.

Each Stockholder, severally, as to itself, represents and warrants to CVC as follows:

2.1 Binding Agreement. Such Stockholder has the capacity or trust power, as applicable, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Such Stockholder has duly and validly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms.

2.2 No Conflict. Neither the execution and delivery of this Agreement, the consummation by such Stockholder of the transactions contemplated hereby, nor the performance of such Stockholder's obligations hereunder will (a) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under any contract, agreement, instrument, commitment, arrangement or understanding, or result in the creation of a security interest, lien, charge, encumbrance, equity or claim with respect to such Stockholder's Shares, (b) require any consent, authorization or approval of any Person or (c) violate or conflict with any law, writ, injunction or decree applicable to such Stockholder or such Stockholder's Shares.

2.3 Ownership of Shares. Such Stockholder is the owner of the number of Shares set forth opposite such Stockholder's name on Annex A hereto, free and clear of any security interests, liens, charges, encumbrances, equities, claims, options or limitations of whatever nature and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Shares), except, in each case, as may exist by reason of this Agreement, in connection with any margin loan, pursuant to applicable law or under the Stockholders Agreement, dated as of March 19, 2004, as amended, by and among each of the holders of Cablevision NY Group Class B common stock of CVC listed on Schedule A thereto.

3. Transfer and Other Restrictions.

Until the termination of this Agreement pursuant to Section 5:

3.1 Certain Prohibited Transfers. Each Stockholder agrees not to, except as provided for in the Exchange Agreement (as defined in the Merger Agreement),

(a) sell, sell short, transfer (including by gift), pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, encumbrance, assignment or other disposition of (each a "Transfer"), any of its Shares or any interest contained therein, other than pursuant to this Agreement;

(b) with respect to any of its Shares, grant any proxy or power of attorney or enter into any voting agreement or other arrangement relating to the matters covered by Section 1.1, other than this Agreement; or

(c) deposit any of its Shares into a voting trust;

provided that, notwithstanding the foregoing, the Stockholders, in the aggregate, shall be entitled to Transfer up to 250,000 Shares between the date hereof and the Closing.

3.2 Additional Shares. Without limiting any provisions of the Merger Agreement, in the event of any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock of CVC on, of or affecting any Stockholder's Shares, then the terms of this Agreement shall apply to the shares of capital stock or other such securities of CVC held by such Stockholder immediately following the effectiveness of such event.

4. Specific Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with the terms hereof or were otherwise breached and that each party shall be entitled to seek specific performance of the terms hereof in addition to any other remedy which may be available at law or in equity.

5. Termination. This Agreement shall terminate on the earliest to occur of (a) the termination of the Merger Agreement in accordance with its terms, (b) a written agreement between CVC and any Stockholder to terminate this Agreement, provided that any such termination shall be effective only with respect to such Stockholder and (c) the consummation of the transactions contemplated by the Merger Agreement. The termination of this Agreement in accordance with this Section 5 shall not relieve any party from liability for any willful breach of its obligations hereunder committed prior to such termination.

6. Survival. The representations, warranties and agreements of the parties contained in this Agreement shall not survive any termination of this Agreement, provided, however, that no such termination shall relieve any party hereto from any liability for any willful breach of this Agreement.

7. Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

If to CVC, to:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Telecopier:
Attention:

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Telecopier: (212) 728-9261
Attention: Daniel D. Rubino

and

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Telecopier: (212) 558-3588
Attention: John P. Mead

If to any Stockholder, to the address of such Stockholder set forth opposite such Stockholder's name on Annex A hereto, with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Richard D. Bohm
Fax: (212) 909-6836
Email: rdbohm@debevoise.com

8. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

9. Amendment; Release. This Agreement may not be modified, amended, altered or supplemented except by a written agreement between CVC and any Stockholder, provided that any such modification, amendment, alteration or supplement shall be effective only with respect to such Stockholder; and provided further that no such written

agreement shall be binding on CVC unless approved by the Special Committee (as defined in the Merger Agreement).

10. Successors and Assigns.

10.1 This Agreement shall not be assigned by operation of law or otherwise by any Stockholder without the prior written consent of CVC and each Stockholder. This Agreement will be binding upon, inure to the benefit of and be enforceable by each party and such party's respective heirs, beneficiaries, executors, representatives and permitted assigns.

10.2 Each Stockholder agrees that this Agreement and the obligations hereunder shall attach to such Stockholder's Shares and shall be binding upon any Person to which legal or beneficial ownership of such Shares shall pass, whether by operation of law or otherwise, other than any Shares transferred in accordance with Section 3.1.

11. Counterparts. This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. Governing Law; Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent that mandatory provisions of federal law apply. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Delaware and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (a) agrees not to commence any such action except in such court, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Delaware state court, (c) waives, to the fullest extent it may legally and effectively do so any objection which it may now or hereafter have to venue of any such action or proceeding in any such Delaware state court, and (d) waives, to the fullest extent permitted by Law, the defense of any inconvenient forum to the maintenance of such action or proceeding in any such Delaware state court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties to this Agreement irrevocably consents to service of process in any such action or proceeding in the manner provided for notices in Section 7 of this Agreement; provided, however, that nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

13. Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

14. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

15. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer of CVC and each Stockholder, on the day and year first written above.

CABLEVISION SYSTEMS CORPORATION

By: /s/ Michael P. Huseby
Name: Michael P. Huseby
Title: Executive Vice President and Chief Financial Officer

STOCKHOLDERS:

/s/ Charles F. Dolan
Charles F. Dolan

/s/ James L. Dolan
James L. Dolan

/s/ Thomas C. Dolan
Thomas C. Dolan

/s/ Patrick F. Dolan
Patrick F. Dolan

/s/ Deborah A. Dolan-Sweeney

Deborah A. Dolan-Sweeney

/s/ Marianne Dolan Weber

Marianne Dolan Weber

/s/ Kathleen Dolan

Kathleen Dolan, individually and as a Trustee of the Dolan Grandchildren Trust, the DC James Trust, the DC Thomas Trust, the DC Patrick Trust, the DC Kathleen Trust, the DC Marianne Trust, the DC Deborah Trust, the CFD Trust No. 1, the CFD Trust No. 2, the CFD Trust No. 3, the CFD Trust No. 4, the CFD Trust No. 5 and the CFD Trust No. 6 and as Trustee of the Charles Dolan 1989 Trust, the Ryan Dolan 1989 Trust and the Tara Dolan 1989 Trust

/s/ Paul J. Dolan

Paul J. Dolan, not individually, but solely as a Trustee of the Dolan Grandchildren Trust, the DC James Trust, the DC Kathleen Trust, the CFD Trust No. 1 and the CFD Trust No. 6

/s/ Mary S. Dolan

Mary S. Dolan, not individually, but solely as a Trustee of the DC Deborah Trust, the DC Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4

/s/ Matthew J. Dolan

Matthew J. Dolan, not individually, but solely as a Trustee of the DC Marianne Trust, the DC Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5

/s/ Lawrence J. Dolan

Lawrence J. Dolan, not individually, but solely as a Trustee of the Charles F. Dolan 2001 Family Trust

/s/ David M. Dolan

David M. Dolan, not individually, but solely as a Trustee of the Charles F. Dolan 2001 Family Trust

Annex A

Name and Address of Investor	Class A Shares	Class B Shares
Charles F. Dolan 119 Cove Neck Road Oyster Bay, NY 11771	1,675	25,741,059
James F. Dolan c/o JLD Family Office 1111 Stewart Avenue Bethpage, NY 11714	215,958	0
Patrick F. Dolan 48 Midland Street Cold Spring Harbor, NY 11724	75,490	0
Thomas C. Dolan c/o Cablevision Systems Corporation 1111 Stewart Avenue Bethpage, NY 11714	122,668	0
Kathleen M. Dolan 94B Bowman Road Barnard, VT 05031	6,381	0
Deborah A. Dolan-Sweeney 91 Cove Neck Road Oyster Bay, NY 11771	6,381	0
Marianne Dolan Weber 33 Southard Avenue Rockville Centre, NY 11570	6,381	0
Dolan Grandchildren Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,600

Name and Address of Investor	Class A Shares	Class B Shares
DC James Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,934,443
DC Patrick Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,878,085
DC Thomas Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,934,443
DC Kathleen Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,934,443
DC Deborah Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,934,443
DC Marianne Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	1,878,085
CFD Trust No. 1 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	191,456	1,741,481

Name and Address of Investor	Class A Shares	Class B Shares
CFD Trust No. 2 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	191,456	1,741,481
CFD Trust No. 3 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	191,456	1,685,123
CFD Trust No. 4 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	191,456	1,665,978
CFD Trust No. 5 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	159,547	1,773,391
CFD Trust No. 6 c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	159,547	1,773,391
Tara Dolan 1989 Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	60,627
Charles Dolan 1989 Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	60,627

Name and Address of Investor	Class A Shares	Class B Shares
Ryan Dolan 1989 Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	0	60,627
Charles F. Dolan 2001 Family Trust c/o Dolan Family Office 340 Crossways Park Drive Woodbury, NY 11797 Attention: William A. Frewin, Jr.	319,086	7,490,024

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EXECUTION COPY
Exhibit D

GUARANTEE

Guarantee, dated as of May 2, 2007 (this "Guarantee"), by Charles F. Dolan and James L. Dolan (each a "Guarantor" and collectively, the "Guarantors") in favor of Cablevision Systems Corporation (the "Guaranteed Party").

1. GUARANTEE. To induce the Guaranteed Party to enter into the Agreement and Plan of Merger, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Merger Agreement"; capitalized terms used herein but not defined shall have the meanings given thereto in the Merger Agreement), among Central Park Holding Company, LLC, a Delaware limited liability company ("Family LLC"), Central Park Merger Sub, Inc., a Delaware corporation ("MergerCo", and together with Family LLC, "Buyers") and the Guaranteed Party, pursuant to which Family LLC will acquire 100% of the outstanding common stock of the Guaranteed Party through the merger of MergerCo with and into the Guaranteed Party, with the Guaranteed Party continuing as the surviving corporation, the Guarantors hereby absolutely, unconditionally and irrevocably guarantee, on a joint and several basis, to the Guaranteed Party, the due and punctual payment of any obligation or liability payable by Buyers as a result of a breach by Buyers of their obligations under the Merger Agreement (collectively, the "Obligation"); provided, that in no event shall the Guarantors' liability under this Guarantee exceed $300,000,000, in the aggregate (the "Cap").

2. NATURE OF GUARANTEE. The Guaranteed Party shall not be obligated to file any claim relating to the Obligation in the event that either Buyer becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantors' obligations hereunder. In the event that any payment to the Guaranteed Party in respect of the Obligation is rescinded or must otherwise be returned for any reason whatsoever, the Guarantors shall remain liable hereunder with respect to the Obligation as if such payment had not been made. This is an unconditional guarantee of payment and not of collectibility.

3. CHANGES IN OBLIGATIONS, CERTAIN WAIVERS. The Guarantors agree that the Guaranteed Party may at any time and from time to time, without notice to or further consent of the Guarantors, extend the time of payment of the Obligation, and may also make any agreement with Buyers or any Person liable with respect to the Obligation or interested in the transactions contemplated by the Merger Agreement for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Buyers or any such other Person without in any way impairing or affecting the Guarantors' obligations under this Guarantee. The Guarantors agree that the obligations of the Guarantors hereunder shall not be released or discharged, in whole or in part, or otherwise affected by, among other things, (a) the failure (or delay) on the part of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Buyers or any other Person interested in the transactions contemplated by the Merger Agreement; (b) any change in the time, place or manner of payment of the Obligation or any rescission, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement, any Ancillary Agreement or any other agreement evidencing, securing or otherwise executed in connection with the Obligation; (c) the addition, substitution or release of any Person primarily or

secondarily liable for the Obligation; (d) any change in the existence, structure or ownership of Buyers or any other Person liable with respect to the Obligation; (e) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Buyers or any other Person liable with respect to the Obligation; (f) the existence of any claim, set-off or other right which the Guarantors may have at any time against Buyers or the Guaranteed Party or any of its Affiliates, whether in connection with the Obligation or otherwise; (g) the adequacy of any other means the Guaranteed Party may have of obtaining payment of the Obligation; (h) the death, disability or incapacity of any Guarantor or (i) any other act or omission which might in any manner or to any extent vary the risk of the Guarantors or otherwise operate as a release or discharge of the Guarantors. To the fullest extent permitted by law, the Guarantors hereby expressly waive any and all rights or defenses arising by reason of any law which would otherwise require any election of remedies by the Guaranteed Party. The Guarantors waive promptness, diligence, notice of the acceptance of this Guarantee and of the Obligation, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of the Obligation and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Buyers or any other Person primarily or secondarily liable with respect to the Obligation, and all suretyship defenses generally (other than defenses to the payment of the Obligation that are available to Buyers under the Merger Agreement or a breach by the Guaranteed Party of the Guarantee). The Guarantors acknowledge that they will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Guarantee are knowingly made in contemplation of such benefits.

The Guarantors hereby unconditionally and irrevocably agree not to exercise any rights that they may now have or hereafter acquire against Buyers or any other Person liable with respect to the Obligation that arise from the existence, payment, performance, or enforcement of the Guarantors' obligations under or in respect of this Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Buyers or such other Person, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Buyers or such other Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until the Obligation shall have been satisfied in full. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in cash of the Obligation and all other amounts payable under this Guarantee, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantors and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligation, in accordance with the terms of the Merger Agreement, or to be held as collateral for the Obligation thereafter arising. Notwithstanding anything to the contrary contained in this Guarantee, the Guaranteed Party hereby agrees that to the extent any of Buyers' representations, warranties, covenants or agreements contained in the Merger Agreement are waived by the Guaranteed Party, then such waiver shall extend to the Guarantors.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder or under the Merger Agreement or otherwise preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of its rights against, either Buyer or any other Person liable for any Obligations prior to proceeding against either Guarantor. No amendment or waiver of any provision of this Guarantee shall be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantors and the Guaranteed Party, or in the case of waiver, by the party or parties against whom the waiver is sought to be enforced. Notwithstanding anything contained herein to the contrary, the Guaranteed Party shall act solely at the direction of the Special Committee with respect to any amendment or waiver hereunder.

5. REPRESENTATIONS AND WARRANTIES. The Guarantors hereby represent and warrant to the Guaranteed Party that:

a. each of the Guarantors has the legal capacity to execute, deliver and perform this Guarantee and the execution, delivery and performance of this Guarantee by the Guarantors do not contravene any agreement or other document to which either Guarantor is a party or any law, regulation, rule, decree, order, judgment or contractual restriction binding on a Guarantor or a Guarantor's assets;

b. all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Guarantee by the Guarantors have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Guarantee;

c. this Guarantee constitutes a legal, valid and binding obligation of the Guarantors enforceable against each Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law); and

d. the Guarantors, together, have the financial capacity to satisfy the Obligation to the extent of the Cap, and all funds necessary for the Guarantors to fulfill their obligations under this Guarantee shall be available to the Guarantors for so long as this Guarantee shall remain in effect in accordance with Section 8 hereof.

6. NO ASSIGNMENT. Neither Guarantor nor the Guaranteed Party may assign its rights, interests or obligations hereunder to any other person (except in the case of an assignment by the Guaranteed Party by operation of law) without the prior written consent of the Guaranteed

Party (in the case of an assignment by either Guarantor) or the Guarantors (in the case of an assignment by the Guaranteed Party).

7. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telecopy or telex, overnight courier service or by registered or certified mail (postage prepaid, return receipt requested), to the respective Parties at the following addresses or at such addresses as shall be specified by the Parties by like notice:

(a) if to the Guaranteed Party, to it at:

Cablevision Systems Corporation or the Special Transaction Committee
1111 Stewart Avenue
Bethpage, NY 11714
Telecopier: Victoria D. Salhus
Attention: (516) 803-2577

with copies to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Telecopier: (212) 728-9261
Attention: Daniel D. Rubino

and

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Telecopier: (212) 558-3588
Attention: John P. Mead

(b) if to the Guarantors, to them at:

Charles F. Dolan
c/o Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Telecopier: (516) 803-1179

and

James L. Dolan
c/o Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714

Telecopier: (516) 803-1181

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Telecopier: (212) 909-6863
Attention: Richard D. Bohm

or to such other Person or address as a party shall specify by notice in writing to the other party. All such notices, requests, demands, waivers and communications shall be deemed to have been given on the date of personal receipt or proven delivery.

8. CONTINUING GUARANTEE. This Guarantee may not be revoked or terminated and shall remain in full force and effect and shall be binding on the Guarantors, their heirs, estates, survivors, conservators, personal representative, successors and assigns until the Obligation is satisfied in full or the Cap has been reached. Notwithstanding the foregoing, this Guarantee shall terminate and the Guarantors shall have no further obligations under this Guarantee as of the earlier of (i) the Effective Time and (ii) any termination of the Merger Agreement in accordance with its terms other than pursuant to Section 7.01(d) of the Merger Agreement; provided that it shall survive any other termination with respect to any liability or damages arising out of any claim made within 90 days of the termination of the Merger Agreement to the extent a claim for such liabilities or damages is permitted under Section 7.02.

9. NO RECOURSE. The Guaranteed Party acknowledges that recourse against the Guarantors under this Guarantee constitutes the sole and exclusive remedy of the Guaranteed Party against the Guarantors and all other direct and indirect current and prospective holders of membership interests in Family LLC in respect of any liabilities or obligations arising under, or in connection with the Merger Agreement and the transactions contemplated thereby. The Guaranteed Party by its acceptance of the benefits hereof, covenants, agrees and acknowledges that, except as set forth in Section 8, no Person other than the Guarantors shall have any obligation hereunder and that no recourse hereunder or under the Merger Agreement shall be had against any Affiliate of either Guarantor, including, without limitation, Family LLC or MergerCo or any of their respective current, former or prospective stockholders, partners, members, directors, officers, Affiliates, agents, trustees or beneficiaries, whether by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law.

10. GOVERNING LAW. This Guarantee shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent that mandatory provisions of federal law apply. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Delaware and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment

relating thereto, and each of the parties hereto hereby irrevocably and unconditionally (a) agrees not to commence any such action except in such court, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Delaware state court, (c) waives, to the fullest extent it may legally and effectively do so any objection which it may now or hereafter have to venue of any such action or proceeding in any such Delaware state court, and (d) waives, to the fullest extent permitted by Law, the defense of any inconvenient forum to the maintenance of such action or proceeding in any such Delaware state court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereto irrevocably consents to service of process in any such action or proceeding in the manner provided for notices in Section 7 of this Guarantee; provided, however, that nothing in this Agreement shall affect the right of any party hereto to serve process in any other manner permitted by Law.

11. Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS GUARANTEE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTEE AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS CONTAINED IN THIS SECTION 11.

12. COUNTERPARTS. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

13. EXPENSES. In the event that a party hereto brings an action, suit or proceeding in respect of this Guarantee, the prevailing party in such action, suit or proceeding shall be entitled to recover from the other party all reasonable fees and out-of-pocket expenses (including reasonable attorneys' fees and disbursements) incurred by the prevailing party in connection therewith.

14. ENTIRE AGREEMENT. This Guarantee constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof, except for the Merger Agreement and the Ancillary Agreements.

15. SEVERABILITY. If any term or other provision of this Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Guarantee shall nevertheless remain in full force and effect. No party hereto shall assert, and each party shall cause its respective Affiliates not to assert, that this Guarantee or any part hereof is invalid, illegal or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Guarantors have caused this Guarantee to be executed and delivered as of the date first written above.

/s/ Charles F. Dolan
Charles F. Dolan

/s/ James L. Dolan
James L. Dolan

IN WITNESS WHEREOF, the Guaranteed Party has caused this Guarantee to be executed and delivered as of the date first written above.

CABLEVISION SYSTEMS CORPORATION

By: /s/ Michael P. Huseby
Name: Michael P. Huseby
Title: Executive Vice President and Chief Financial Officer

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Exhibit 42

May 1, 2007

Board of Directors
Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714

Dear Board of Directors:

I am writing to inform you that Class B stockholders owning a majority of the Class B shares have elected Thomas C. Dolan to fill the vacancy created by the resignation of John C. Malone. The foregoing action is effective immediately. A copy of the action of the Class B stockholders is attached to the copy of this letter being sent to the corporate secretary.

Our expectation is that the new Class B director will participate in our next board meeting.

Sincerely,

/s/ Charles F. Dolan

cc: Victoria Salhus, Secretary (with attachment)