

CURRENT REPORT

of

CEQUEL COMMUNICATIONS HOLDINGS I, LLC

June 9, 2015

Pursuant to (i) Section 4.12(a) of the indenture, dated as of October 25, 2012 (the “2020 Indenture”), by and among Cequel Communications Holdings I, LLC, a Delaware limited liability company (“Cequel”) (as successor by merger to Cequel Communications Escrow I, LLC), Cequel Capital Corporation, a Delaware corporation (“Cequel Capital” and, together with Cequel, the “Issuers”) (as successor by merger to Cequel Communications Escrow Capital Corporation), and U.S. Bank National Association, as trustee (the “Trustee”), relating to the Issuers’ 6.375% Senior Notes due 2020 (the “2020 Notes”), (ii) Section 4.12(a) of the indenture, dated as of May 16, 2013 (the “2021 Indenture”), by and among Cequel, Cequel Capital, and the Trustee, relating to the Issuers’ 5.125% Senior Notes due 2021 (the “Initial 2021 Notes”) and (iii) Section 4.12(a) of the indenture, dated as of September 9, 2014 (the “2021 Mirror Indenture” and, together with the 2021 Indenture, the “2021 Indentures” and, together with the 2020 Indenture and the 2021 Indenture, the “Indentures”), by and among Cequel, Cequel Capital, and the Trustee, relating to the Issuers’ 5.125% Senior Notes due 2021 (the “2021 Mirror Notes” and, together with the Initial 2021 Notes, the “2021 Notes” and, together with the 2020 Notes and the Initial 2021 Notes, the “Notes”), Cequel is furnishing the information contained herein to holders of the Notes. Cequel does business through its subsidiaries as Suddenlink Communications.

Amendment of Credit Facility and Roll Over

Unless otherwise indicated, the terms “we,” “us,” “our” and other similar terms refer to Cequel and its consolidated subsidiaries.

As previously disclosed, on May 19, 2015, our parent, Cequel Corporation, a Delaware corporation (“Cequel Corporation”), entered into a Purchase and Sale Agreement with Altice S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg (“Altice”), certain other direct or indirect wholly-owned subsidiaries of Altice, direct and indirect stockholders of Cequel Corporation, and our manager, Cequel III, LLC, a Delaware limited liability company, with respect to the sale of equity interests in Cequel Corporation (the “Acquisition”).

On or about May 29, 2015, the required level of consents from lenders under the credit and guaranty agreement, dated February 14, 2012, entered into by Cequel Communications, LLC, Cequel Communications Holdings II, LLC, certain subsidiaries of Cequel

Communications, LLC and a syndicate of lenders, as amended (the “Existing Credit Facility”), was received in connection with the previously disclosed solicitation of consents from the lenders thereunder to amend the definition of change of control and certain other related definitions therein so that the consummation of the Acquisition will not constitute a change of control and corresponding event of default thereunder (the “Existing Credit Facility Amendments”), and on June 8, 2015, Cequel Communications Holdings II, LLC and Cequel Communications, LLC entered into a Second Amendment and Consent to the Existing Credit Facility (the “Second Amendment and Consent”) with the lenders thereunder, containing, among other things, the Existing Credit Facility Amendments. Furthermore, pursuant to the Second Amendment and Consent, effective June 8, 2015, Credit Suisse AG, Cayman Islands Branch resigned as administrative agent, collateral agent and swing line lender under the Existing Credit Facility and was replaced by JP Morgan Chase Bank, N.A. in such capacities.

In addition, as of June 8, 2015, lenders holding (a) \$291.5 million of loans and commitments under the existing revolving credit facility under the Existing Credit Facility and (b) approximately \$810.2 million of loans under the existing term loan facility under the Existing Credit Facility have consented to roll over, on a cashless basis, such lenders’ loans and commitments under the Existing Credit Facility into loans and commitments of the same amount under a new credit facility (the “New Credit Facility”) to become effective upon the consummation of the Acquisition (the “Roll Consents”). The rollover option will continue to be available to other lenders at any time on or prior to a date selected by Cequel Communications, LLC and the agent under the Existing Credit Facility that is prior to the consummation of the Acquisition.

The foregoing descriptions of the Existing Credit Facility Amendments and the Second Amendment and Consent are qualified in their entirety by reference to the full text of the Second Amendment and Consent, which is posted to Cequel’s website at www.suddenlink.com as Exhibit 10.7.

SIGNATURES

Pursuant to the requirements of Section 4.12(a) of each of the Indentures, Cequel has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CEQUEL COMMUNICATIONS HOLDINGS I, LLC

By: 

Name: James B. Fox

Title: Senior Vice President and Chief
Accounting Officer

Date: June 9, 2015