

CURRENT REPORT
of
CEQUEL COMMUNICATIONS HOLDINGS I, LLC

April 12, 2013

Pursuant to (i) Section 4.14(a) of the indenture, dated as of November 4, 2009 (the “2009 Indenture”), by and among Cequel Communications Holdings I, LLC, a Delaware limited liability company (“Cequel”), Cequel Capital Corporation, a Delaware corporation (“Cequel Capital”, and together with Cequel, the “Issuers”), and U.S. Bank National Association, as trustee (the “Trustee”), as amended, relating to the Issuers’ 8.625% Senior Notes due 2017 (the “2017 Notes”) and (ii) Section 4.12 of the indenture, dated as of October 25, 2012 (the “2012 Indenture”), by and among Cequel (as successor by merger to Cequel Communications Escrow I, LLC), Cequel Capital (as successor by merger to Cequel Communications Escrow Capital Corporation) and the Trustee, relating to the Issuers’ 6.375% Senior Notes due 2020 (the “2020 Notes”, and together with the 2017 Notes, the “Notes”), Cequel is furnishing the information contained herein to holders of the Notes.

Entry into the First Amendment to Existing Credit Agreement

On April 12, 2013, Cequel Communications, LLC (“Suddenlink”), Cequel’s wholly owned indirect subsidiary, Cequel Communications Holdings II, LLC (“Holdings II”), Cequel’s direct subsidiary and the direct parent of Suddenlink, certain subsidiaries of Suddenlink and a syndicate of lenders entered into the First Amendment to the Credit and Guaranty Agreement (the “First Amendment”), dated as of February 14, 2012 (the “Existing Credit Agreement”), pursuant to which the applicable margin for the term loans outstanding under the Existing Credit Agreement was lowered by 25 basis points and the LIBOR floor for the term loans outstanding under the Existing Credit Agreement was lowered by 25 basis points. The foregoing description of the First Amendment is qualified in its entirety by reference to the full text of the First Amendment, which is posted to Cequel’s website at www.suddenlink.com as Exhibit 10.5.

Exhibit

Exhibit Number

Description

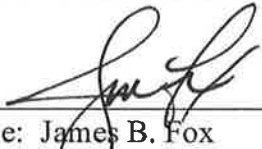
10.5	First Amendment to Credit and Guaranty Agreement dated 2/14/12 by Cequel Communications, LLC, Cequel Communications Holdings II, LLC and their subsidiaries, Various Lenders, and Credit Suisse as Administrative Agent
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SIGNATURES

Pursuant to the requirements of Section 4.14(a) of the 2009 Indenture and Section 4.12(a) of the 2012 Indenture, 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: April 12, 2013

FIRST AMENDMENT TO CREDIT AND GUARANTY AGREEMENT

This FIRST AMENDMENT TO CREDIT AND GUARANTY AGREEMENT is dated as of April 12, 2013 (this "Amendment") and is entered into by and among Cequel Communications, LLC, a Delaware limited liability company (the "Company"), Cequel Communications Holdings II, LLC, a Delaware limited liability company ("Holdco"), the other Credit Parties party hereto, and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent"), in its own capacity and acting with the consent of the Consenting Lenders, and as collateral agent (in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, the Company, Holdco, certain Subsidiaries of the Company, the Lenders, the Administrative Agent, the Collateral Agent and certain other parties have entered into that certain Credit and Guaranty Agreement dated as of February 14, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"; capitalized terms used (including in the preamble and recitals hereto) but not defined herein shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, pursuant to and in accordance with Section 10.5 of the Credit Agreement, the Company has requested that the Credit Agreement be amended as provided herein to, among other things, reduce the interest rate applicable to the Term Loans;

WHEREAS, Credit Suisse Securities (USA) LLC, Goldman Sachs Lending Partners LLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBC Capital Markets will act as joint lead arrangers and joint lead bookrunners (the "First Amendment Joint Lead Arrangers") under this Amendment, and Credit Suisse Securities (USA) LLC, Goldman Sachs Lending Partners LLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBC Capital Markets, Citigroup Global Markets, Inc., SunTrust Robinson Humphrey, Inc., UBS Securities LLC, Barclays Capital, General Electric Capital Corporation, Morgan Stanley Senior Funding, Inc., U.S. Bank National Association and Wells Fargo Securities, LLC will act as joint bookrunners (the "First Amendment Joint Bookrunners") under this Amendment;

WHEREAS, each Lender (a "Consenting Lender") that executes and delivers a consent to this Amendment in the form of the "Lender Consent" attached hereto as Annex I (each, a "Lender Consent") shall have consented to the amendments to the Credit Agreement set forth in this Amendment;

WHEREAS, both prior to and after giving effect to the Assignment Agreements, the Consenting Lenders shall constitute the Required Lenders, and after giving effect to the Assignment Agreements, the Consenting Lenders shall constitute all Term Lenders; and

WHEREAS, the Administrative Agent, in its own capacity and at the direction and for and on behalf of each Consenting Lender, is willing, on the terms and subject to the conditions

set forth below, to consent to the amendments of and waivers under the Credit Agreement described herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Certain Definitions. As used in this Amendment:

“Amendment” is defined in the preamble hereto.

“Assigned Term Loan Interest Payment” is defined in Section 4.7 hereof.

“Assigned Term Loans” is defined in Section 4.1 hereof.

“Assigning Lenders” is defined in Section 4.1 hereof.

“Assignment Agreements” is defined in Section 4.1 hereof.

“Consenting Lender” is defined in the fourth recital hereto.

“Credit Agreement” is defined in the first recital hereto.

“First Amendment Effective Date” shall mean the date on which the conditions set forth in Article IV of this Amendment are satisfied or waived.

“First Amendment Joint Bookrunners” is defined in the third recital hereto.

“First Amendment Joint Lead Arrangers” is defined in the third recital hereto.

“Lender Consent” is defined in the fourth recital hereto.

“Term Lender” means a Lender holding Term Loans.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

SECTION 2.1 Amendments to Credit Agreement. Subject to the conditions and upon the terms set forth in this Amendment and in reliance on the representations and warranties of the Credit Parties set forth in this Amendment, the Company, Holdco, the other Credit Parties party hereto, the Administrative Agent (in its own capacity and at the direction and for and on behalf of each Consenting Lender) and the Collateral Agent agree that on the First Amendment Effective Date, the Credit Agreement shall be amended and modified in its entirety as reflected in the Amended Credit Agreement attached hereto as Annex II (the “Amended Credit”).

Agreement”) and any term or provision of the Credit Agreement which is different from that set forth in the Amended Credit Agreement shall be replaced and superseded in all respects by the terms and provisions of the Amended Credit Agreement.

SECTION 2.2 Waivers. Notwithstanding anything set forth in the Credit Agreement to the contrary, including, without limitation, Sections 2.8, 2.16 and 2.17 thereof, (a) each Term Lender hereby consents to the Borrower’s payment in cash, on the First Amendment Effective Date, to the Administrative Agent, for the account of the Assigning Lenders, of all interest with respect to the Assigned Term Loans accrued on or prior to the First Amendment Effective Date and payable to such Assigning Lenders in accordance with Section 2.23 of the Credit Agreement, (b) each Term Lender, the Borrower, the Administrative Agent and each other party hereto hereby acknowledges and agrees that such payment by the Borrower shall relieve the Replacement Lenders from any obligation under Section 2.23 to pay the Assigning Lenders an amount equal to accrued interest on any Assigned Term Loans, and (c) each Term Lender, the Borrower, the Administrative Agent and each other party hereto hereby acknowledges and agrees that the Borrower shall, on the next to occur Interest Payment Date after the First Amendment Effective Date for each Eurodollar Rate Loan and each Base Rate Loan outstanding on the date hereof, pay to the Administrative Agent, for the account of the Term Lenders, such interest payment as is otherwise due and payable on such Eurodollar Rate Loan or Base Rate Loan on such Interest Payment Date in accordance with the Credit Agreement, less an amount equal to the Assigned Term Loan Interest Payment attributable to such Eurodollar Rate Loan or Base Rate Loan (which such amount shall be solely allocated to and solely deducted from the interest payment otherwise due and payable by the Borrower on such Interest Payment Date in respect of each Eurodollar Rate Loan or Base Rate Loan constituting an Assigned Term Loan).

ARTICLE III

AMENDMENTS TO OTHER CREDIT DOCUMENTS

SECTION 3.1 Amendments to Other Credit Documents. Subject to the conditions and upon the terms set forth in this Amendment and in reliance on the representations and warranties of the Credit Parties set forth in this Amendment, the Company, Holdco, the other Credit Parties party hereto, the Administrative Agent (in its own capacity and at the direction and for and on behalf of each Consenting Lender) and the Collateral Agent agree that on the First Amendment Effective Date:

SECTION 3.1.1. Section 3.1 of the Pledge and Security Agreement is hereby amended by amending and restating such Section in its entirety to read as follows:

“3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations with respect to every Grantor, but excluding all Excluded Swap Obligations (the **“Secured Obligations”**).

SECTION 3.1.2. Section 3.1 of the Holdco Pledge and Security Agreement is hereby amended by amending and restating such Section in its entirety to read as follows:

“3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations with respect to Grantor, but excluding all Excluded Swap Obligations (the **“Secured Obligations”**).

ARTICLE IV

CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment (including the amendments, acknowledgements and waivers contained in Articles II and III) are subject to the satisfaction (or waiver by each Consenting Lender and the Administrative Agent) of the following conditions:

SECTION 4.1 The Administrative Agent (or its counsel) shall have received from (i) each Consenting Lender that, collectively, constitute the Required Lenders before giving effect to the Assignment Agreements, a duly executed Lender Consent, (ii) an Assignment Agreement (collectively, the “Assignment Agreements”) with respect to each Term Lender that is a Non-Consenting Lender in respect of this Amendment, in each case assigning, in accordance with Section 2.23 of the Credit Agreement, all such Term Loans of such Term Lender to the Administrative Agent or other Lender approved by the Borrower as evidenced by its signature thereon (all such Term Loans assigned pursuant to such Assignment Agreements, the “Assigned Term Loans” and all such assigning Term Lenders, the “Assigning Lenders”), (iii) after giving effect to such Assignment Agreements, a Lender Consent duly executed by each of the Replacement Lenders that, collectively with all other Consenting Lenders, constitute both (A) the Required Lenders and (B) all Term Lenders, in each case after giving effect to such Assignment Agreements, and (iv) each of the Company, Holdco, and each other Credit Party, a counterpart of this Amendment duly executed by such party.

SECTION 4.2 At the time of and immediately after the First Amendment Effective Date, no event shall have occurred and be continuing that would constitute a Default or an Event of Default.

SECTION 4.3 The representations and warranties set forth in each Credit Document (including those set forth in Article V of this Amendment) shall be true and correct in all material respects on and as of the date hereof and the First Amendment Effective Date to the same extent as though made on and as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date; provided, that, in each case, such materiality qualifer shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

SECTION 4.4 The Administrative Agent and the Collateral Agent shall have received, on behalf of themselves and the Lenders, a reasonably satisfactory written opinion of Paul Hastings LLP, counsel for the Credit Parties, (i) dated the First Amendment Effective Date and (ii) otherwise in form and substance reasonably satisfactory to the Administrative Agent.

SECTION 4.5 The Administrative Agent shall have received from the Company payment of (i) all accrued costs, fees and expenses (including reasonable fees, expenses and other charges of counsel) required to be paid pursuant to the Credit Agreement, and (ii) all other compensation required to be paid on the First Amendment Effective Date to the Administrative Agent, the First Amendment Joint Lead Arrangers and their respective Affiliates as has been separately agreed between the Administrative Agent, the First Amendment Joint Lead Arrangers and the Company.

SECTION 4.6 The Administrative Agent shall have received (i) sufficient copies of each Organizational Document executed and delivered by each Credit Party, as applicable, and, to the extent applicable, certified as of a recent date by the appropriate governmental official, each dated the First Amendment Effective Date or a recent date prior thereto, or a certification by each Credit Party that the Organizational Documents previously delivered by each Credit Party to the Administrative Agent have not been amended or otherwise modified and remain in full force and effect on the First Amendment Effective Date; (ii) signature and incumbency certificates of the officers of such Credit Party executing this Amendment and the other Credit Documents dated the First Amendment Effective Date to which it is a party; (iii) written resolutions by the Board reflecting each Credit Party's approval and authorization to the execution, delivery and performance of this Amendment and the other Credit Documents dated the First Amendment Effective Date to which it is a party or by which it or its assets may be bound as of the First Amendment Effective Date, certified as of the First Amendment Effective Date by its secretary or an assistant secretary as being in full force and effect without modification or amendment; and (iv) a good standing certificate from the applicable Governmental Authority of the Company's jurisdiction of incorporation, dated as of a recent date prior to the First Amendment Effective Date.

SECTION 4.7 The Company shall have (a) paid all accrued and unpaid interest on the aggregate principal amount of the Assigned Term Loans and all amounts payable under Section 2.23 of the Credit Agreement to the Assigning Lenders (such interest payment, the "Assigned Term Loan Interest Payment"), and (b) pay to all Lenders, the Administrative Agent and the Collateral Agent all indemnities, cost reimbursements and other Obligations, if any, then due and owing to such Lenders, the Administrative Agent and the Collateral Agent under the Credit Documents (prior to the effectiveness of this Amendment) and of which the Company has been notified in writing at least one Business Day prior to the First Amendment Effective Date.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

SECTION 5.1 Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Credit Parties represent and warrant to each of the Lenders, the Administrative Agent and the Collateral Agent that, as of the First Amendment Effective Date

and immediately after giving effect to the transactions and amendments to occur on the First Amendment Effective Date, as follows:

SECTION 5.1.1. This Amendment has been duly authorized by all necessary corporate or limited liability company action of each Credit Party, has been executed and delivered by each Credit Party and constitutes, and the Credit Agreement as amended hereby will constitute, its legal, valid and binding obligation, enforceable against each of the Credit Parties in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 5.1.2. The representations and warranties of each Credit Party set forth in the Credit Documents are, after giving effect to this Amendment on such date, true and correct in all material respects on and as of the First Amendment Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects as of such earlier date); provided, that, in each case, such materiality qualifer shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

SECTION 5.1.3. After giving effect to this Amendment and the transactions contemplated hereby on the First Amendment Effective Date, no event shall have occurred and be continuing that would constitute a Default or an Event of Default.

ARTICLE VI EFFECTS ON CREDIT DOCUMENTS

SECTION 6.1 Except as specifically amended herein, all Credit Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

SECTION 6.2 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender, the Administrative Agent or the Collateral Agent under any of the Credit Documents, nor constitute a waiver of any provision of the Credit Documents or in any way limit, impair or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or the Collateral Agent under the Credit Documents.

SECTION 6.3 The Company and the other parties hereto acknowledge and agree that, on and after the First Amendment Effective Date, this Amendment and each of the other Credit Documents to be executed and delivered by a Credit Party shall constitute a Credit Document for all purposes of the Credit Agreement.

SECTION 6.4 On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Credit Documents to "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby, and this Amendment and the Credit Agreement shall be read together and construed as a single instrument.

SECTION 6.5 Nothing herein shall be deemed to entitle Holdco and the Company to a further consent to, or a further waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document in similar or different circumstances.

SECTION 6.6 Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

ARTICLE VII MISCELLANEOUS

SECTION 7.1 Expenses. The Company agrees to pay all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent and the Collateral Agent in connection with this Amendment and any other documents prepared in connection herewith, in each case to the extent required by Section 10.2 of the Credit Agreement. The Company hereby confirms that the indemnification provisions set forth in Section 10.3 of the Credit Agreement shall apply to this Amendment and such losses, claims, damages, liabilities, costs and expenses (as more fully set forth therein as applicable) which may arise herefrom or in connection herewith.

SECTION 7.2 First Amendment Joint Lead Arrangers and First Amendment Joint Bookrunners. The Company and the Lenders agree that (a) the First Amendment Joint Lead Arrangers and the First Amendment Joint Bookrunners shall be entitled to the privileges, indemnification, immunities and other benefits afforded to the Joint Lead Arrangers and Joint Bookrunners, respectively, under the Credit Agreement and (b) except as otherwise agreed to in writing by the Company, the First Amendment Joint Lead Arrangers and the First Amendment Joint Bookrunners, the First Amendment Joint Lead Arrangers and the First Amendment Joint Bookrunners shall have no duties, responsibilities or liabilities with respect to this Amendment, the Credit Agreement or any other Credit Document.

SECTION 7.3 Consents. For purposes of Section 10.6 of the Credit Agreement, the Company hereby consents to any assignee of Credit Suisse Securities (USA) LLC or any of its Affiliates becoming a Lender under the Amended Credit Agreement in connection with the initial syndication of the Assigned Term Loans to the extent the inclusion of such assignee in the syndicate had been disclosed in writing by Credit Suisse Securities (USA) LLC to and agreed to by the Company prior to the First Amendment Effective Date.

SECTION 7.4 APPLICABLE LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.5 Amendments; Execution in Counterparts; Severability.

SECTION 7.5.1. Except as expressly amended hereby, the provisions of the Credit Documents are and shall remain in full force and effect.

SECTION 7.5.2. This Amendment may not be amended nor may any provision hereof be waived except in accordance with Section 10.5 of the Credit Agreement.

SECTION 7.5.3. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Amendment.

SECTION 7.5.4. In the event any one or more of the provisions contained in this Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.6 Reaffirmation. Each of the Credit Parties party to the Credit Agreement and the other Credit Documents, in each case as amended, restated, amended and restated, supplemented or otherwise modified from time to time, hereby (i) acknowledges and agrees that all of its obligations under the Credit Agreement and the other Credit Documents to which it is a party are reaffirmed and remain in full force and effect on a continuous basis, (ii) reaffirms each Lien granted by each Credit Party to the Collateral Agent for the benefit of the Administrative Agent and the Secured Parties (including the Replacement Lenders) and reaffirms the guaranties made pursuant to the Credit Agreement, (iii) acknowledges and agrees that the grants of security interests by and the guaranties of the Credit Parties contained in the Credit Agreement and the other Credit Documents are, and shall remain, in full force and effect after giving effect to this Amendment, and (iv) nothing herein or in the Credit Agreement, as amended hereby, shall in any way limit any of the terms or provisions of such Credit Party's Guaranty or obligations under any other Credit Document executed by such Credit Party (as the same may be amended from time to time), all of which are hereby ratified, confirmed and affirmed in all respects.

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